Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

Commission Chambers
701 N. 7th Street Trafficway, Kansas City, KS 66101

Mayor Tyrone Garner
Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs
Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Dr. Evelyn Hill
Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis

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AGENDA

Thursday, December 19, 2024
7:00 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **REVISIONS TO AGENDA**
6. **MAYOR'S AGENDA**

6.1 **PRESENTATION: DOTTE PROUD RECOGNITION**
Synopsis: Mayor's Dotte Proud Initiative to recognize acts of volunteerism by citizens or businesses within Wyandotte County. Mayor Garner will recognize Eric D. Williams, owner of Clippin 2 Please Barbershop, and Commissioner Ramirez will recognize Amanda DeVriese-Sebilla, Executive Director of Argentine Betterment Corporation (ABC).

For Information Only
Tracking #: 21634

7. REGULAR CONSENT AGENDA

7.1 APPOINTMENT: BOARDS AND COMMISSIONS

Synopsis: **Housing Authority Board of Commissioners:** Appointment of James Connelly - Term December 2025, submitted by Mayor Garner.
Kansas City Area Transportation Authority: Appointment of Daniel Silva - Term December 2025, submitted by Mayor Garner.
Tracking #: 21636

7.2 MINUTES

Synopsis: Minutes from the Special Session meeting on October 30, November 7, November 21, and December 5, 2024.
Tracking #: MINUTES

7.3 WEEKLY BUSINESS

Synopsis: Weekly business materials dated December 5, 2024.
Tracking #: WEEKLY BUSINESS

8. PUBLIC HEARING AGENDA

9. STANDING COMMITTEES' AGENDA

9.1 RESOLUTION: AUTHORIZING THE BILL OF SALE, GENERAL ASSIGNMENT AND INDEMNITY REGARDING SIGNAGE AT VILLAGE WEST

Synopsis: Adoption of a resolution authorizing the execution of a Bill of Sale, General Assignment and Indemnity for certain signage at Village West in Kansas City, Kansas. Allowing the removal of a monument sign at the site of the Buc-ee's location to allow for the closing of the sale of the property to Buc-ee's, conditioned upon Speedway's commitment to construct certain new signs on other Speedway land.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on December 9, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*
Tracking #: 21563

9.2 **RESOLUTION: AUTHORIZING EXECUTION OF PROPERTY EXCHANGE AGREEMENT WITH BUC-EE'S**

Synopsis: Adoption of a resolution authorizing a Property Exchange Agreement between the Unified Government of Wyandotte County/Kansas City, Kansas and Buc-ee's, and involving a land swap related to the right of way for Village West Parkway.

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on December 9, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21587

9.3 **RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (KANSAS ENTERTAINMENT LLC)**

Synopsis: A resolution approving the Third Amendment to the Development Agreement between the UG and Kansas Entertainment, LLC.
Documents can be accessed at the link below.
https://xfer.wycokck.org/public/file/fVbQ_a_T90SW0Imh-J9w9A/UG%20Summary%20of%20Impact%20of%20Hotel.pdf

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on December 9, 2024. By a vote of 5/1 it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21372

9.4 **RESOLUTION: FISCAL YEAR 2025 COMMUNITY PROGRAMS - JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS**

Synopsis: Adoption of a resolution to apply for FY2025 Community Programs - Juvenile Justice Involved Youth Programs in the amount of $472,280, no matching funds are required.

*This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, on December 16, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21556

9.5 **RESOLUTION: APPROVING AGREEMENT BETWEEN UNIFIED GOVERNMENT AND PIPER USD 203 REGARDING SCHOOL CROSSING GUARDS**

Synopsis: A resolution approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203. The attachments are the Resolution and the Draft Agreement.

*This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, on December 16, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21606

9.6 **RESOLUTION: APPROVING AGREEMENT BETWEEN UNIFIED GOVERNMENT AND USD 500 REGARDING SCHOOL CROSSING GUARDS**

Synopsis: A resolution approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500, submitted by Casey Meyer, Senior Counsel, Legal Department. The attachments are the Resolution and the Draft Agreement.

*This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, on December 16, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21607

9.7 **RESOLUTION: AUTHORIZING UG TO ENTER INTO INSTALLMENT-PURCHASE AGREEMENT WITH ZOLL MEDICAL CORPORATION**

Synopsis: A resolution authorizing the UG to enter into an installment-purchase agreement with Zoll Medical Corporation, and to approve the execution of certain documents in connection therewith, submitted by Keath Rankin, Assistant Counsel, Legal Department.

*This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, on December 16, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21616

9.8 **ORDINANCE: AMENDING CHAPTER 5 OF THE UNIFIED GOVERNMENT CODE OF ORDINANCES DISCONTINUING NON-EMERGENCY AMBULANCE SERVICES**

Synopsis: Approval of an ordinance related to Chapter 5 Ambulances of the Code of Ordinances related to the Unified Government as the sole provider of ambulance service in the city of Kansas City, Kansas; and removing the restriction on nonemergency transports.

*This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, on December 16, 2024. By unanimous vote it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

Tracking #: 21620

10. ADMINISTRATOR'S AGENDA

10.1 **RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH CARPENTERS UNION**

Synopsis: Adoption of a resolution authorizing the County Administrator to execute the Memorandum of Understanding (MOU) between the UG and the United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council.

Tracking #: 21635

11. COMMISSIONERS' AGENDA

12. LAND BANK BOARD OF TRUSTEE'S CONSENT AGENDA

12.1 **RESOLUTION: APPROVING LAND BANK POLICY**

Synopsis: A resolution approving the Land Bank policy.

*On December 9, 2024, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 21225

13. ADJOURN

The Unified Government of Wyandotte County and Kansas City, Kansas will provide necessary, reasonable auxiliary aids and services, such as ASL translators, machine-readable copies of meeting materials, or on-site language interpretation. Individuals requiring any auxiliary aids or services should contact the Unified Government.

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International numbers available: https://us02web.zoom.us/u/kemBy9qRFC

Tracking ID: 21634

Report to
Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff icaudillo@wycokck.org x5010	Mayor's Office

AGENDA ITEM #6.1.

PRESENTATION: DOTTE PROUD RECOGNITION

BACKGROUND

Mayor's Dotte Proud Initiative to recognize acts of volunteerism by citizens or businesses within Wyandotte County. Mayor Garner will recognize Eric D. Williams, owner of Clippin 2 Please Barbershop, and Commissioner Ramirez will recognize Amanda DeVriese-Sebilla, Executive Director of Argentine Betterment Corporation (ABC).

For Information Only

RECOMMENDATION

For information only

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Mayor and Commissioner's Dotte Proud Recognition slide show December 19

Approved by Mayor and/or Chair and Administrator to add to agenda.

Mayor and Commissioner Presentation of Dotte Proud Recognition

December 19, 2024

Honoring

Eric D. Williams

Turkey
Tuesday

SHERIFF

IPPIN 2 PLEAS

CHAMPIONS

Honorin
g

Amanda DeVries-Sebilla

BETTERMENT
Est.
Argentine
2010
CORPORATION

Unified Government of Wyandotte County/Kansas City, Kansas
Tyrone A. Garner, Mayor/CEO
701 North Seventh Street, Ste. 926
Kansas City, Kansas 66101
(913) 573-5010

NOTICE OF PENDING APPOINTMENT

Date: December 13, 2024

BOARD POSITION: Housing Authority Board of Commissioners

INCUMBENT REPLACED: Paul Jones

TERM EXPIRATION DATE: December 30, 2024

APPOINTING COMMISSION MEMBER: Mayor Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: James Connelly

TERM OF OFFICE: December 2025

SIGNATURE OF APPOINTING COMMISSION MEMBER

NOTICE: IF THERE ARE NO CONCERNS RAISED WITHIN THE INITIAL 7 BUSINESS DAY REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

Unified Government of Wyandotte County/Kansas City, Kansas
Tyrone A. Garner, Mayor/CEO
701 North Seventh Street, Ste. 926
Kansas City, Kansas 66101
(913) 573-5010

NOTICE OF PENDING APPOINTMENT

Date: December 13, 2024

BOARD POSITION: Kansas City Area Transportation Authority

INCUMBENT REPLACED: Pastor Jason Sims

TERM EXPIRATION DATE: December 30, 2024

APPOINTING COMMISSION MEMBER: Mayor Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Daniel Silva

TERM OF OFFICE: December 2025

SIGNATURE OF APPOINTING COMMISSION MEMBER

NOTICE: IF THERE ARE NO CONCERNS RAISED WITHIN THE INITIAL 7 BUSINESS DAY REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

CONSENT AGENDA ITEM NO. ____

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, WEDNESDAY, OCTOBER 30, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Wednesday, October 30, 2024, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; Burns, Commissioner Second District; Ramirez, Commissioner Third District; Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO; presiding. The following officials were also in attendance: David Johnston, County Administrator; Bridgette Cobbins and Alan Howze, Assistant County Administrators; Angela Lawson, Interim Chief Counsel; Shelley Kneuvean, Chief Financial Officer; and Monica L. Sparks, Unified Government Clerk.

Mayor Garner said before I call the meeting to order I want to announce that we have individuals attending remotely as well as on-site. All participants joining by phone, please mute your phones at this time and this is done to avoid any background noise. During the meeting, please make sure you announce yourself by name and title every time you speak so the public that is participating knows exactly who is speaking. This is critical given the number of remote participants and is also current guidance from the Kansas Attorney General's Office. Please make sure that when you do speak, that you speak clearly into the microphone to ensure that your comments are heard and an accurate recording of your statements can be made by our Clerk.

Mayor Garner called the meeting to order.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Wednesday, October 30, 2024, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for a joint meeting with the Board of Public Utilities. Roll call was taken and there were eleven "Ayes," Burroughs, Townsend, Burns, Ramirez, Hill, Kane, Lopez, Stites, Davis, Bynum, Garner.

Roll call was taken for BPU Board Members and staff: Johnson, Groneman, Gonzales, Mulvany Henry, Haley, Parker, Wakes, Austin.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Garner said tonight is a joint meeting of the Board of Public Utilities as well as your Unified Government of Wyandotte County/Kansas City, Kansas leadership teams. I would like to acknowledge and thank our guests, which is the Board of Public Utilities for joining us tonight. Hopefully, it will be an ongoing and consistent series of meetings to discuss issues that are most important, not just to the Board or the Commission and the Unified Government, but more importantly, all the great people that love and call Wyandotte County home.

I would like to take this time to introduce the Board Chair, Mr. Groneman, and allow you to take the honor of introducing the membership team and your Board.

Mr. Groneman said I have on my left our General Manager Bill Johnson. On my right is Mary Gonzalez, Rose Mulvaney Henry, Brett Parker, Stevie Wakes, and David Haley. Staff, we have Lori Austin who is our Chief Financial Officer.

Mayor Garner said I know we have been discussing the meeting and I know we've met before so this is a great opportunity for us to meet. Tonight's meeting, if you recall and go back and I'll take us back a little bit because it wasn't that long ago, on 8/29/24 Mr. Groneman and Mr. Johnson came and did a presentation, just an update to the Commission and the public on BPU. A great presentation, good information that left all of us with the impression on the value BPU is and has been, not just to the Unified Government, but to the great folks of Wyandotte County and all its customers. It's a valued entity that we're proud to say historically, if you go back, I believe it's to the 20's, since its inception, that it's been a great asset for the people here in Kansas City, Kansas.

Tonight's meeting is to really have a hard conversation about some of the concerns, and if you look at your agenda, which all of you should have as well as some other handouts, we want to

start having a conversation. Again on 8/29 what was brought out was the information about BPU. There was a Special Meeting that occurred as well as a meeting on 9/5/24 where Chris Steineger spoke about some possibilities of cost savings that could be upwards of millions and recommended that the Unified Government take a hard look at that. It would potentially save customers money as well as an open mic session for the public to come and speak about any concerns or any recommendations they may have regarding the BPU.

Tonight is not about what we are against. This is about what we're for, which is excellence and service to our residents showing them that collaborating on finding solutions can align us as true partners committed to tackling longstanding concerns that a lot of residents said that are a top priority issue for them. One thing that has been consistent for me has been when I go around this community, and I'm out here every day, is the number one things that our residents talk about is their property taxes, user fees, as well as their BPU bills. I know the Commission has tried real hard, and I applaud our Commission for taking the unprecedented step to go revenue neutral, our administration to really start looking at how we can streamline our government and operate a little more efficiently on behalf of our residents. That also included taking the PILOT contribution down from 11.9% to 10.9% in this budget, which this Commission passed, but we need to find real solutions to real problems that we know impact the lives of real people every day.

That's what's coming from the public. For me it's always about putting people over position, power, privilege, and most importantly over politics. This offers us an opportunity to prioritize, to partner and promote progress for our residents, to deliver something of value for all of our stakeholders. We're not in competition. We are technically one and the same entity operating in different lanes with a shared goal of delivering quality, equitable, beneficial services to all our stakeholders. Let's be frank, we are the community and the community is us. We would not exist without the amazing people that make up Wyandotte County. They vote leaders into office to create what should be beneficial policies of value for the community at large and to bridge non-elected professionals into positions for the purpose of providing excellence in the delivery of good services and resources.

As public servants, today I ask that we begin a lasting positive effort of commitment leveraging our leadership abilities, our knowledge, expertise, experience, and most importantly our compassion for the people with concerns in our community to be intentional and thoughtful in being transparent, inclusive, respectful, and results driven in what should be our never ending quest

to finding solutions or strategies that can meet the demands of residents and hopefully make life just a little bit better for those that love and call Wyandotte County home.

As we navigate through finding what the problems are and facing the problems and hopefully being able to find solutions that can fix the problems, we need to ask ourselves is it reasonable, is it responsible, is it actionable, is it sustainable, and ultimately will it be a value to our residents. Solutions are always in abundance and we must seize them and now is that time and this is that opportunity.

The first step of engagement and collaboration offers us an enormous opportunity to deliver on a vision for shared success that will reflect positively on any realized accomplishments and the necessity of accountability our residents have been demanding, which if we are intentional about putting the people first has the potential to restore the public trust that can reinforce confidence in this Unified Government. Listening to residents with a commitment to deliver beneficial outcomes, I believe is the baseline for us to start meeting and exceeding the reasonable and responsible expectations residents have for all of us. Instead of defending what we think we are, let us work on defining who we should be in our collective service to the great and amazing people who just want better, not just for themselves, but for the government and for the community that we all love.

If you look at your agenda, some of the things that we'll be going through is the opening remarks. There's a presentation. If we can pull that presentation up, that would be the next thing.

BPU is a valued Unified Government asset that is managed by a charter ordinance established board on behalf of the Unified Government. BPU is instrumental in providing **basic life necessities of water and electricity primarily throughout Kansas City Kansas.**

WATER and ELECTRICITY

BPU's cost structure is carried on the backs of poor and working -class, senior citizens

If you look at that, that is just kind of an overview of the thought that a lot of residents have given us.

Regional Electric Rate Comparison

2021/2022 -- Sorted by Residential

Muncipal Utilities	State	Residential (¢/kWh)	Commercial (¢/kWh)	Industrial (¢/kWh)
McPherson BPU	KS	9.3	7.61	5.78
City of Russell	KS	10.17	9.42	7.25
Omaha Public Power District	NE	11.65	8.41	6.48
Kansas City BPU	KS	15.97	13.09	9.6
Independence Power & Light	MO	16.56	14.84	11.3
OG&E Electric Services	OK	9.54	6.92	4.03
MidAmerican Energy	IA	10.62	7.23	5.45
Ameren Missouri	MO	10.69	8.43	6.47
Southwestern Electric Power	AR	10.75	8.65	6.72
Public Service Company of OK	OK	11.12	7.53	5.16
Evergy Missouri West	MO	11.53	8.55	6.24
Public Service Company of CO	CO	12.19	12.83	8.15
Evergy Kansas Central	KS	12.76	10.85	7.83
Evergy Kansas Metro	KS	12.93	10.97	8.43
Evergy Missouri Metro	MO	12.99	10.78	7.44

This is talking about our electric rates and comparisons. This slide has some valued information. It does go back to 2022. I've got Chris Steineger here with us who's been volunteering to do some work on this. Chris, do you want to elaborate on this slide that you brought forward.

Chris Steineger said many years ago, when I was in the State Legislature, I asked the Kansas Corporation Commission, which the KCC is the official regulator of electric utilities in our state except for municipally-owned utilities, but they regulate all the big for-profit utilities in our state. Many years ago I asked these guys for a rate comparison, a mini—what I called a mini rate study and they provided that for me. This goes back 20 years ago and it's an old document, so it's a bit outdated, but even in those days BPU had higher residential rates and commercial rates than did for-profit utilities such as Westar or what's down under—Evergy, it used to be the Kansas City Power & Light.

It always troubled me that the for-profits have to pay property taxes on all their buildings, all their equipment, all their trucks, and they also have to make a corporate profit for the shareholders and BPU doesn't have to have any of those cost burdens. They don't pay property taxes. They do a PILOT, or I should say the citizens pay a PILOT, but they don't exactly have to make a profit for shareholders, so why would their rates be higher. That's always troubled me, but that was borne out in this original KCC research document for many years ago.

More recently the Kansas Policy Institute did a rate comparison, and that's what you're seeing here, the source is the Kansas Policy Institute, which is a known think tank based out of Wichita and indeed in this short study a lot of BPU rates are higher than surrounding municipals

and also for-profit utilities. So, how can that be. If it's a non-profit and doesn't have to pay property taxes, doesn't have to make a corporate profit, how can the rates be higher. So, this needs to be explored and that's it on the rate study.

Mayor Garner said that takes us to questions and concerns that have come before us from a variety of residents dealing with everything from customer service, the lobby being closed, again to our rates to pension solvability, our debt, how the debt became so massive over the years, outsourcing, what does it mean to our residents when we talk about the value to them when you factor in land—I'm sorry wind and solar, energy and what that really equates to as far as benefits to our residents. These are just questions, and again, these are questions that are just being thrown out there and posed to the BPU for consideration.

I'd like to turn it over to Kerry McCarthy who will continue the presentation with some questions as well as hopefully some recommendations for consideration by both the Commission as well as the Board of Public Utilities.

INTRODUCTION

Kerry McCarthy
KCK Resident and a Cost Analyst in Utilities

Kerry McCarthy said thank you Mayor for inviting me to speak. Full transparency, I am a Kansas City, Kansas resident and a cost analyst, not a public speaker and not a politician, so this is not my strong point, way out of my comfort zone. However, a lot of questions have been coming out of a Facebook group and we've started compiling them and we're about 1,500 strong now and I keep hearing is BPU a burden or a benefit. The question keeps coming up over and over and I keep hearing overwhelmingly that right now it is a burden to the county and I have to agree, I do. With the lobby not being open, people's power getting disconnected, no way to talk to customer service,

they have receipts they paid. It is absolutely a burden, but this can be turned around so quickly into being a benefit for the county because very few counties have this opportunity that already have this municipal utility that they are running, that's operating as a whole. I worked there. I know 95% of those people are good people. They want to keep your lights on, they want to keep your water running; however, we do have some issues at the top. That was absolutely made very, very clear with the PILOT situation.

PILOT

- We have listened relentlessly to BPU blaming the UG on not communicating the PILOT being removed from the residential bills
- We have heard you BPU at both your board meetings and through the news—now it is time you hear us, your constituents and stakeholders
- Are you compliant with the charter ordinance as far as billing the PILOT? How does BPU calculate Gross Operating Revenue?
- Would all work stop if the PILOT was removed from the residential bills?
- Would the credit rating decrease from an A- to a D?

We have listened relentlessly since August 1st about the BPU blaming the Unified Government for the lack of communication. They have not invited us to meetings. We did not see this coming. We were blindsided. I'll give you that. Yes, you were as were we, but we were pleasantly blindsided because we felt like people were actually in our corner for once. We actually had people in our corner that were trying to help us. Everybody got excited October 1st. BPU made the decision no. No, we can't do that, so as a cost analyst in the utilities I know it costs money to run the utility, so I had to take a step back and say okay, why can't they do it. What is holding them back, so I logged in to the budget presentation. Trust me, I do have better things to do in my spare time other than what I do for a living, but I logged on and those are the questions that I have straight out of the August, 2024 budget presentation, which was October 2nd.

We have heard everything from all work would stop to our credit rating would go from an A- to a D and if the credit rating is true, we have bigger fish to fry, really we do. We have got to get our bond debt under control for the investors that bought those municipal bonds. This is outside of Wyandotte County. This affects a lot of people. They bought those bonds on an A-. We have to do everything we can to ensure that stays where it is.

Days of Cash on Hand

What is days of cash on hand?

Simply put this is the number of days the utility can operate with the cash they have right now

Days of Cash on Hand Graph

I just kind of want to describe a little bit to the county about Days of Cash on Hand. When the BPU refers to days of cash on hand, what they are referring to is how much money they have that they can operate the utility, how many days can we operate with the cash that we have. So, it's their reserves. If something were to happen, God forbid, that they could operate the utility for a certain amount of days and keep the power and the lights on in the county, kind of viewed as a savings account if you will. We have savings accounts for our homes in case something goes horribly array.

In the budget presentation I was extremely disappointed. When I looked at this historical days cash graph that showed a great, great increase in the month of August. So, August 1st what this looks like to the community is August 1st you were told the residential PILOT would be removed and you immediately put $11.4M into your reserves. That's a slap in the face to every member of this community. It really is and it shows absolute non-transparency and that's what needs to change to make BPU more of a benefit. Everything I'm speaking about can be turned

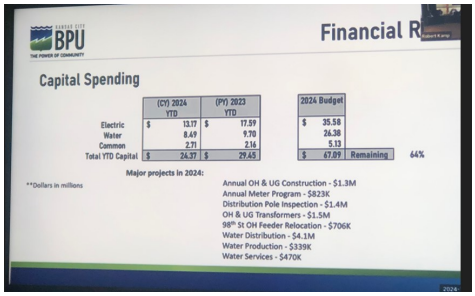
around and we can make this a benefit or there's going to have to be some tough decisions made. This is not fair to continue to do this to the county.

Days of Cash on Hand

- You will notice the increase in August 2024 from 84 days to 103 days
- Per the CFO during the August 2024 Budget presentation, 1 day=$600K $625K
- You reduce this back to 84 days as it was in July 2024, using the low end of $600K/Day
- 19 Days at $600K per day frees up $11.4M that should never have been added to Reserves instead of working together with the UG to relieve the PILOT for residential
- Place the $11.4M in a money market account to earn a little interest while you pay the residential PILOT thereby eliminating it from the customer utility bill
- We can look further in a collaborative manner at ways to add to this account so the PILOT does not increase the utility rates and ways to decrease the percentage of the PILOT further from 10.9%

So, keeping that graph in mind and in that presentation, this is better than we have done over the last two years to have 103 days of cash. Per the CFO, during the exact same presentation, one day of cash equals $600,000. This is how I'm getting to my $11M. My proposition is you reduce this back to 84 days as it was at the end of July, August 1st when the decision for the residential PILOT was made, using the low end $600,000 a day. Take that $11.4M and put it into a money market account to earn a little bit of interest and every month you pay the residential PILOT out of that money market account. In the meantime, we'll get our heads together, hopefully collaboratively, working as a unified group, not throwing each other under the bus. Now they won't talk to us. We didn't get an invite. That ship has sailed. We can't change the past, not even God can change the past. It's what we're going to do from today forward to make sure BPU stays in this county and as a benefit versus a burden. I think we can look collaboratively to add to this account to avoid any increase to the utility rates.

August 2024 Capital Budget vs Spend with 67% Remaining



BPU

Financial R

Capital Spending

	(CY) 2024 YTD	(PY) 2023 YTD	2024 Budget		
Electric	$ 13.17	$ 17.59	$ 35.58		
Water	8.49	9.70	26.38		
Common	2.71	2.16	5.13		
Total YTD Capital	$ 24.37	$ 29.45	$ 67.09	Remaining	64%

**Dollars in millions

Major projects in 2024:

Annual OH & UG Construction - $1.3M
Annual Meter Program - $823K
Distribution Pole Inspection - $1.4M
OH & UG Transformers - $1.5M
98th St OH Feeder Relocation - $706K
Water Distribution - $4.1M
Water Production - $339K
Water Services - $470K

I also had some questions at the Town Hall from the same meeting regarding the August, 2024 Capital Budget Spend. At the end of August you had 67% of your Capital Budget left, but you couldn't possibly cover the PILOT between that and 11M that was moved to reserves. I'm sorry, shame, shame on you. That is absolutely unacceptable to every member of this community and we have to do better because most of you are elected officials, elected by the county. **Someone** was inaudible. **Ms. McCarthy** said I'm sorry, if you could turn your mic on, we'd all love to hear it. **Commissioner Ramirez** said, Mayor, point of order. **Mayor Garner** said no, if you would, just continue with your presentation.

Commissioner Kane said, Mayor, I don't think we should criticize anybody. If we're supposed to hear a presentation, let's hear a presentation, not put blame on anybody. **Mayor Garner** said a point of order. I get it. Ms. Carthy, just stick to your presentation.

Budget Audit

- The entire BPU budget needs to be audited to include:
  - Review of updated spent to date as it compares to budget
  - Review of the Capital Project schedule to show the remaining work and long lead procurements
  - Review of all vacant positions that are included in both the 2024 and 2025 budgets including the last time they were filled
  - Review of % of maintenance work performed by Capital Electric vs BOU crews
  - Does Capital Electric pay to have their meet up location at Piper substation? Driving the trucks in and out of the substation daily taxes the entrance and exit to the substation as well as the roads which the rate payer will also pay to maintain. Why don't they park their trucks at their own building and meet up there? Are we mandated by the contract to pay them for overtime of a 40 hour work week?
  - Review the pension fund for BPU to ensure it will remain solvent

Ms. McCarthy said okay, so I would call for an entire audit on the budget. It all needs to be reviewed by an independent task force, not including members of the Board of Public Utilities. We need to review the capital project schedule to show the remaining work. We only have two months left. We know what we have left this year. We also know our long lead items that are coming in procurement where invoices will be due. So, at this point we should know capital projects where we are going to stand at the end of 2024 and I have a hunch we have a little bit more there to make up the difference on that residential PILOT, just a little bit of a hunch looking at the cost and revenue, but that's for a different meeting.

We need to review all vacant positions that are included in both the 2024 and 2025 budgets including the last time they were filled. Apply the same logic that the Unified Government applied when they remained revenue neutral with their vacant positions.

Review the percentage of maintenance work that is performed by Capital Electric versus BPU crews. Does Capital Electric pay BPU or give any sort of compensation back for their meet up location being a Piper substation because driving the trucks in and out of the substation daily taxes—not only the entrance and exit of the substation, but the roads that the citizens then have to pay to maintain. So, now we're paying again twice, probably three times, once we've added everything up.

I think an intense review of the pension fund for the BPU needs to be done to ensure that it is solvent for the good employees that are there today, not the ones that are retiring tomorrow, but the ones that are there today that have been doing good work for many years and that's in the best interest of everybody in this county.

Proposals

1. BPU reverse out the money they added to the Days of Cash on Hand in August 2024 and use that money to pay the residential PILOT thereby removing it from the bill immediately
2. Audit be completed on the BPU budget
3. Review of all Chief Executive positions (COO, CIO, CAO, CCO etc.) added in the last 3 years and determine the necessity. If they are deemed necessary should they be staffed at the UG level?
4. Bring in an outside law firm to ensure understanding and compliance to the charter ordinance
5. All future rate increases be approved by the UG as well as the Board
6. All future bond debt will also be approved by the UG
7. All salary increases above the COLA percentage and future positions for Director level and up will also be approved by the UG
8. Look at ways to reduce our reliance on outside firms by hiring more people on the labor side. The reason BPU struggles to hire is not due to pay and certainly not due to lack of good benefits. It is due to the negative reputation. The best way to change the reputation is to change the narrative.
9. Hiring more employees will help the pension to stay solvent as more current employees retire.

The proposals, again, BPU reverses the money they added to the days of cash on hand in August of 2024 and use that money to pay the residential PILOT thereby removing it from the bill immediately just in time for the holidays for these residents. It was promised and it should be done. A full audit to be completed on the BPU budget. A review of all Chief Executive positions, COO, CIO, CAO, CCO, etc. that have been added over the last three to five years to determine the necessity of said positions. If they are deemed necessary, should they be staffed at the BPU level or at the Unified Government level. These are things to discuss.

Bring in an outside law firm to ensure understanding and compliance to the charter ordinance. I am not a lawyer, could be it's 100% compliant, but I know at the last meeting there were a lot of questions and a lot of confusion surrounding that. I think we need to look at wording the Charter for where we want to be in 20 years, not where we were 20 years ago. It's the future of Wyandotte County, not the past of Wyandotte County.

All future rate increases be approved by a Community Task Force, the Unified Government as well as the Board of Directors. All future bond debt approved by the Unified Government as well as the BPU Board of Directors. All salary increases above COLA for Director positions and above should go through the Unified Government as well. We need to look at ways to reduce our reliance on outside firms and this is going to come by hiring more people on the labor side. Reliance less on Capital Electric and bring more of our own people in to do the work.

If we're going to partner with Kansas City Community College, we need to go all in, not just on Engineers, Interns for Engineers, we need to go all in.

The reason the Board of Public Utilities struggles to hire, and being in the industry, I know this is fact. It's not due to pay and certainly not because of lack of good benefits. It is 100% the reputation of BPU and working there. The best way to change the reputation is to change the narrative and the way to do that is to work together and to do that we have to be honest. We have to be transparent, we have to identify the problem to come up with a solution. Hiring more employees with less reliance on Capital Electric will also help the pension stay solvent for the fantastic employees that are currently there.

Conclusion

- It is time to listen to the people who you were elected to listen to and represent
  - The people begged for the lobby to ~~re~~open
    - You heard them and spent their money on various solutions to not ~~re~~open the lobby
  - The people begged for lower rates
    - You heard them and raised the rated and added multiple chief executive positions and gave staggering raises to those at the top
  - The people rejoiced when the PILOT was going to be removed
    - You heard them and moved the money you had to cover this for almost one year to build up your reserves.
      - You took this a step further by speaking to the news about being blind sided by this. Your cosntituents were blind sided by the increase of your reserves after hearing things like "All work would stop"

It is high time to listen to the people who elected you to represent them. People begged for the lobby to reopen. You heard them and you spent their money on every solution to not reopen the lobby. The people begged for lower rates. Oh, your heard them, you heard them and you added multiple Chief Executive positions and gave them staggering pay raises on the backs of the county.

The people rejoiced when the PILOT was going to be removed. Oh, you heard them, you heard them, you made sure you moved that money right quick into your savings. You took it a step further by speaking to the news and saying things that only cause divide between the Board of Public Utilities and the commissioners and that is not fair to the county either. We elected all of you to represent us in different ways. We still all want all of you to represent us in different ways, but that's going to take communication between the two groups. The county's tired of running from meeting to meeting. I'm worn out and I've only been doing it two months. I'm worn out. So, if it can't be done, then there needs to be a look—there needs to be a hard look at a soft consolidation of BPU and the UG. They are the parent company, but I believe and I hope I'm not wrong, I truly believe that the two sides will work together to benefit this county. Thank you.

Mayor Garner said thank you Ms. Carthy. What she presented were some hard questions. Information she got from her knowledge as well as information she's gathered from going to meetings and listening to people. Again, the concerns of the public should be the concerns of both this Unified Government as well as the Board of Public Utilities. One of the things that I've been advocating for is that we take a hard look again at not just who we are, but who we should be and not just the Unified Government, but the Board of Public Utilities. That's one of the things that I ran on and that's just not something I wanted being community driven, those were the things that

the public have told me resoundingly that they wanted both of these bodies to start having a conversation about. How do we bring valued beneficial relief to our residents. These may be hard topics to have, but they're necessary conversations that we need to have because at the end of the day if we get it right, the public will be the winner and that's why we're all here. There would be no Board of Public Utilities, there would be no Unified Government without the public and they rely on us to listen to them and to find the reasonable expectations that they have for us, reasonable and responsible, if we can find that.

I know it's been said—we were talking about 38M when you talk about the PILOT. I believe our CFO is here. Our Commission, again, took the resounding step to get us here to the point to where they can make an informed decision in regards to the PILOT and one was separating the residential from the commercial and business aspect. So, if we were just looking at residential, I believe we have our CFO here for the Unified Government. Could you tell us what that amount would be and what we're actually talking about?

Shelley Kneuvean, Chief Financial Officer, said our '24 PILOT that's related to residential is 13.1M, but with the reduction that the Mayor and Commission approved, it'll be 12M and some change, it's $12,028,000. **Mayor Garner** said we're not looking at $38M as far as what we're asking the Board of Public Utilities to take a hard look at. I know that each one of you—it should be in your packet, the Charter is there. You can read that for yourself as far as what's been approved in the Charter, as far as what the PILOT, and how that's supposed to be tabulated as far as what the Unified Government is supposed to get, which we took it down from 11.9 to 10.9%. So, we're talking about $12M, not $38M.

The conversation here tonight is based on the questions that were asked from both Mr. Steineger and Ms. McCarthy. Hopefully, some of those questions can be answered from the BPU Board and hopefully moving forward we can find a way to remove—collectively find a way to responsibly remove the burdensome fees and PILOT off of people's utility bills so it's a real utility bill so they're not getting cutoff for unnecessary fees or a tax that really hurts the working poor and hardworking families the most. I think that's really what residents have been asking us to do is at least try to get there and to deliver that for them as well as improve customer service, not just from BPU, but from this Unified Government as well because we all are public servants.

So, those were the questions that were put out there. I will now turn it over to Mr. Groneman. You're free to ask any questions or basically interact with your Board to get questions of the presenters or to answer some of the questions that were brought forward.

George Groneman, BPU Board Member, said I thought that the purpose of this meeting was to have a joint meeting between the Unified Government Commission and the Board of Public Utilities. That's what I thought this meeting was going to be about, where we could sit down together, talk about the issues, look at the concerns the people have, and try to collaboratively come up with solutions. I wasn't expecting this, we're not prepared to address any of this other stuff, so I'm disappointed that the meeting is not what I thought it was intended to be.

Mayor Garner said the meeting is exactly what you just described. These are the challenges and the problems that have been brought forward from people in the community and we're just asking you to respond. If you need more time to respond to some of these questions, I mean that's something you can just say, but we're looking for solutions and this is a joint meeting and it's about finding solutions to the problems that residents and our customers have with not just the BPU, but also this Unified Government.

I'm going to tell you what, these are hard conversations to have, but they're necessary conversations and I'm not here to play politics, I'm not. I didn't ask to be here as the Mayor. I was asked to be here and that's why I ran for Mayor and the commitment I made to the community is to start having these hard conversations on behalf of the people of Wyandotte County that have told me that they've had enough of some of the stuff that they've seen go on here at the Unified Government and at the Board of Public Utilities. You may not like that, but that's what I'm hearing every day from our residents and I can take any of you with me because I hear the complaints every day. If you don't believe I'm out there, come with me and I will take you to family after family, business after business, residence after residence. They want us to have these hard conversations, they want relief, they want improved customer service, they want us to come together and find real solutions to the problems that we know impact the lives of real people every day.

So, what you just mentioned, and no disrespect, is exactly why we're here and I encourage all of us to start answering some of these questions on behalf of the people and working collectively and collaboratively to try and find solutions to the concerns of our residents because right now a

lot of people are saying they don't feel like they have a voice, they don't feel like they're being heard, and they want someone to at least start working on behalf and I'm just being honest with you.

Mr. Groneman said to be honest with you I've talked to people, I'm out in the community, I hear things said and the burden and the benefit you talk about whether we're a burden or a benefit to the community, the burden is not the BPU. The burden is all the fees and the stormwater and the trash and all that that's on the BPU bills. If that was not on the BPU bills, there wouldn't be a conversation about whether we were a benefit or a burden, so that's what we need to discuss is how we can resolve those issues and get to where we want to be, both of us as partners, as you said at the very beginning.

Mayor Garner said that's a great start. That's what I'm looking for is that conversation. That's what I'm talking about. That conversation right there, how do we make our utility bill a real utility bill on behalf of our residents. **Mr. Groneman** said and that's easy. All you need to do is say BPU take it off the bill. **Mayor Garner** said I'm going to turn that over to you and let you run your board. I think some of your Board Members have questions.

Stevie Wakes, BPU Board Member, said the presentation, Mayor, seemed to be attacking BPU and that is how I felt and to be honest with—**Someone** was inaudible. **Mr. Wakes** said excuse me—**Mayor Garner** said let's remain decorum and not any outburst. If there's any outburst, I will have the officer have you removed. **Mr. Wakes** said to be honest, Mayor, I came on the Board this year and certainly the things that were stated, many of the things I inherited when I became a part of this Board. So, when I look at the blame, particularly in what was stated, she talked about our rates and when we look at our rates, Mayor, you will notice that when you compare our utility to other utilities, we are a small, fairly small utility, compared to other utilities. It's just like—and I always like to give examples. If I had five kids and you have two kids and we make the same salary and you divide your salary with your kids, one kid will get—you divide your salary, your kid will get more money than my kids if I have five kids, you have two. So, the thing is that the spread—we have 65,000—approximately 65,000 customers so the cost of running our utility must be spread to those customers, the cost of it is spread to those customers and what they provide and all of our revenue comes from customers. So, the PILOT is something that the Unified Government needs in order to function. You need it for your budget, whatever you need it for and

we spoke I think previously at our last meeting regarding the capital improvement projects and I don't know whether she's looking at a calendar year or a fiscal year. There are two differences. You cannot look at a calendar year compared to a fiscal year when you talk about budgets. You have to look at both and you cannot compare the two when you talk about what's in December, that's not the end of—that's the end of a calendar year, but not the end of a fiscal year, so it's very important that we look at those things as well.

Also, I wanted to say that when you talk about comparing an investor-owned utility to a municipally-owned utility, a municipally-owned utility, particularly this municipally-owned utility, there's no investor-owned utility that gives free electricity or free water to the municipality. We do and that's why you consider a value to the Unified Government. So, you have to take those things in consideration when you start comparing us to investor-owned utilities, the amount of customers we have and what services we're providing for free to the Unified Government. That's very important that we look at. Thank you. I just wanted to say those things.

Brett Parker, BPU Board Member, said it's hard to know where to start in all that information that was just presented, but I want to begin piggybacking off of something that Mr. Wakes just touched on, on the regional rate comparison chart. He's right. One of the expenses that BPU carries is providing free water and electricity to this municipality. That is not something that Evergy does for its municipalities. That is a real cost. In fact, that is more than the cost that residents pay on the PILOT fee. If we were actually just taxed on property tax, that payment to the UG would be significantly less than the $37M that's paid in the PILOT fee. In fact, if you took those two things, if the BPU were to start assessing bills for electric and water and if the PILOT fee was equivalent to what it would be for just paying property tax, that $37M disappears off the BPU books. Now, we're not here throwing those things out to push them because we know ultimately the same people who pay our rates are the same people who pay your property tax. We all serve the same folks, so I'm not saying that as this is my counter proposal, but when we talk about things that people are potentially upset with the BPU on or upset with the Unified Government on, we need to own who is responsible for some of those things.

I do not set the PILOT rate. If it were up to me, it would be what it would be if we paid property tax. That seems like the fairest way. I understand that would be quite a strain on the Unified Government's budget, so I'm not proposing that you slash your budget to do that. Let's

acknowledge the six of us on the Board of Public Utilities don't set that fee. We don't choose to assess all those unnecessary fees that the Mayor referenced. That is not up to us. We hear the complaints about that too. If it were in the power of the six of us to remove those things from the bill, they would have been gone at least the second Stevie and I joined the bill in January, but I would imagine far before that. We need to be real about who has ownership of some of those things.

I also want to address some of the things that were in the second presentation to our proposals here. If we take the proposal of removing some of the extra days of cash on hand as suggested and put that money in a money market account, it was suggested that we could use that to pay the PILOT. Do you have an estimate for how much interest $11.4M would generate for paying the PILOT each year? **Ms. McCarthy** said no, but I can tell you that it wouldn't cost the taxpayers an additional 10% on top of—let me finish please—your reconnect fee. It is absolutely absurd with—**Mr. Parker** said that's not what I asked. Do you have an estimate on what that would generate? **Ms. McCarthy** said I believe that I just would say no I do not. **Mr. Parker** said thank you. **Ms. McCarthy** said no, I'm going to finish here, I'm going to finish. I was invited. I did not ask—**Mr. Parker** said I'm not inviting you to make a second presentation. I was just—**Commissioner Kane** said you're losing control Mayor.

Commissioner Ramirez said point of order. **Mayor Garner** said first of all, I need the commissioners to maintain your decorum and let me run the meeting. I'm an adult. I know how to run the meeting. I don't need to be told that. **Commissioner Kane** said then run it. **Mayor Garner** said okay and I'm going to warn you one last time, we are going to maintain decorum in this meeting period and that's for everybody. You too Mike. I'm not the one shouting out of turn and I'm not here to debate and argue with you. Ms. McCarthy, when he asks you the question, please just answer the question as it's asked. This is not a debate, only answer the questions that he asks you and leave it at that.

Ms. McCarthy said okay. I was asked to come here, so I will be answering no further questions.

Mr. Parker said I did some math—**Commissioner Stites** said I have a question. Is there an estimate, because that was one of the questions that I had. **Mr. Parker** said I did some math. I'm certainly—**Mayor Garner** said, Commissioner, again, point of order. We're going to have the Commission weigh in. This is strictly for the Board—**Mr. Parker** said and that's where I'm

headed anyway. So, back of the napkin math here, if you put $11.4M in a money market account and let's say it returns 8% annually, which would be a pretty great return right now, you'd raise $76,000 a month. Now, if the Unified Government wants to take $76,000 a month for our payment of the PILOT, I think this is a productive meeting and we can all go home real soon. I doubt that is a sufficient sum. That times 12 months gets you just shy of $1M which is real money. I don't want to discount that. I would also imagine though that BPU reserve funds are not sitting in a checking account generating no interest, so it may be a moot point regardless. We throw things out here like oh well, we could solve the problem if we just took this sum of money. It is absurd to think that $11.4M is going to generate enough interest to pay a $37M bill. I wish it was.

I also want to touch on one of the proposals is future bond debt will also be approved by the Unified Government. Is that not a role you all already play and have done on all past bond debt? Okay. Do we vet presentations before they're made to this Board? I'm all for a hard factual discussion, but in order to do that, we need to be dealing in facts. **Someone** was inaudible. **Mr. Parker** said I've probably monopolized enough time, so I'll leave it at that for the time being.

Mr. Groneman asked Ms. Mulvaney, do you have anything you want to say? **Rose Mulvaney Henry** said I do not Mr. Groneman, thank you.

David Haley, BPU Board Member, said this is a very intriguing discussion. It's one we probably should have done on an ongoing basis. I'm going to keep my comments brief. I think at the end of the day, and I appreciate the presentation that has been given by Ms. McCarthy, former colleague, and Senator Steineger. We live in this community and as was in your opening statement, the Mayor's opening statement, I think we all have come here, both Boards, members of the public because we are trying to get to the bottom line of the concerns that all the community has. That is whether it's from our electric and water bill, whether it's from our escalating taxes, people are just overburdened and so if there are proposals coming forward, if there's some way that we can find that will increase—well, for me, it's customer service, which lessens the public ire and at the same time lessens the taxes, lessens the fees. Some of these proposals that have been offered whether they are—some are novel, some are preexisting, at the end of the day if we would all take our time, this is a special session, this special time and find that the recommendations that we can take forward to restore public confidence and restore the bottom line of what is a budget

that's in jeopardy. We haven't talked about bond indebtedness or the indebtedness of the utility or of the UG, but to offset that, that's my reason for being here today.

I want us to be solution driven. I want us to look at proposals that are in front of us and I understand the clash. I ran as everyone else did listening to what people were saying in our communities and some of these proposals I actually think could make sense Ms. McCarthy. Some of them we can take a look at. There's a couple of them I can add on here. I've been a big proponent of what we're doing or not doing with our dormant properties like the Quindaro plant is sitting dormant and has not been leased out or utilized and what revenue we could retain by leasing it out or even by selling something we're not using. There are other suggestions too that each of us, and I hope we'll hear from the other commissioners, as to what we can do at the end of the day to get something solvent together, that we can say to restore the public's confidence that we're moving together.

Finally, the tax shift or the rate shift or the financial shift of something called a PILOT that would be on one side of the bill today because it's being generated as a line item from the UG whether it should have been there or not, all due respect. We're still trying to analyze that, but that is having to be made up somewhere because it would have to be made up through probably a rate increase. It's not necessarily I think at the end of the day the solution or the shell game that certainly I want to see played with the ratepayers or with the taxpayers with our constituents. We want to find a way to reduce the costs. I'm sorry, speaking for myself, I want to find a way to reduce and to generate more revenue independent of tax ratepayers to increase customer service and to reduce the indebtedness of the utility. I believe we have enough minds around the table that can look toward those solutions. That's why I'm here today. I appreciate the invitation, Mayor, but that's why I'm here today and that's what I'll continue to listen to and I hope we all will keep that open mind, but at the end of the day we owe that to a lot of people who are waiting to hear good things come out of this meeting.

Mr. Wakes said may I just add, Mayor, that the Board is in place. My understanding of the Board being in place is to collaborate with the Unified Government to find solutions to issues that will relieve, bring excellent customer service to the citizens of Wyandotte County and so what we're—I don't want you to take us for granted ever, but to have others from the outside to come in to talk about things that we could discuss ourselves and bring solutions to I thought was disrespectful to

us as a Board. I feel that the six board members that we have—we've been—if you look at the work that we've been doing the last several months that I've been on the Board, Mr. Johnson has laid out continuously ways in which we've cut, cut, cut, cut and I'm saying even with employees, even with things that we felt that will bring value to the utility and also bring less burden to the customers. We've been cutting, cutting, cutting. We still are giving, giving, giving a lot to the Unified Government.

Also, when you talk about this Unified Government has streamlined, I've been a part of BPU and Unified Government since I've been here in '85. When you talk about streamlining, revenue neutral was a community demanded act. I would like to really hear where the Unified Government has streamlined. That's what I want to hear because burden is not just BPU, it's both of us together. We have created this burden for our taxpayers, our ratepayers and we need to come together to figure out how we can bring resolution to our customers. So, if we could do that, I think our customers will be happy with both BPU and the Unified Government.

Mayor Garner was inaudible. **Mr. Groneman** said I think we're good for now. We might want to jump back in later. **Mayor Garner** said you can jump back in and thank you for your comments. I appreciate that and I apologize. There's no disrespect by having Ms. McCarthy here. That was just to bring forward a community viewpoint with some recommendations to hopefully get a real conversation started and allow our Commission to hear some of the concerns from our residents as well. If you listen to my opening comments, it falls right in line with what Senator Haley mentioned. This is about solutions. Yeah, these are hard conversations to have, but it's even harder when I have to go listen out in the community of how burdensome property taxes, user fees, whatever is on the BPU bills, be it Unified Government generated or BPU generated on how that's having an adverse impact on a lot of our residents. They want us at the table to find real solutions if they can be found and that's what this is about. I don't want us to get caught up in—again, I mentioned this before, pointing fingers at each other. How do we move beyond that and not just look at who we are, but whether who we should be on behalf of the residents that are saying we want better from our government.

I know I started the conversation is BPU a benefit or a burden. I think it's a benefit, but how do we build on that benefit and then really allow our residents to see that benefit in a way that they can be realized. I agree, some of those fees are Unified Government generated, but I think

the biggest question for tonight for all of us is the PILOT. I think somebody mentioned again the $37 or $38M. We're only talking about $12M. Is there a way in a conversation that we can have where this Board who does the budget and is the managing partner for this Unified Government by Charter to manage the Board of Public Utilities. Is there some way we can find some middle ground to bridge that gap to take the PILOT off and make sure that we're adhering to the Charter. That's the question. Number one, are we adhering to the Charter and then number two, can relief be found on behalf of our residents and I don't know. I'm sure there's people a lot smarter than me around this table that have a lot more expertise and experience and probably can add a lot more, but that's why we're at the table, to have a real hard conversation. Not because I want it, because people in the community said they wanted to see this happen. I don't want it to be a confrontational meeting because shared success can happen right here at this meeting that can be beneficial to everybody that loves and calls Wyandotte County home and that's what I don't want us to lose sight about.

It's not about me, it's not about you, it's not about either one of—our utilities or the Unified Government, it's about the people and what I hear—I don't hear a lot about in a lot of our conversations is the people. We talk about the utility, we talk about staff, we talk about the Unified Government, we talk about executive positions, but outside of that are the people and that's who I care about because I've watched them become frustrated. Some are desperate and some are just in utter despair behind the burdensome taxes and fees and the utilities and so I ask all of us, not just today, but continue to work to find real solutions to the problems that impact the lives of real people every single day and this does not have to be confrontational and I don't want it to be.

I just ask that we all be respectful of Ms. McCarthy, her presentation, her opinions. Yes, she may have said look at bonds. That was an excellent recommendation, but the response to that should have been we already do that and thank you for bringing that recommendation forward, that's something we're already doing. Not ostracizing or criticizing because people are trying to help us get to something better for the community. That's why they're here and she volunteered to be here. She didn't have to come, but she's frustrated like so many other people in the community and they're passionate because of their frustration because they want better. She is not here for herself. She's here for the community just like all of us, so I just ask that we maintain a level of decorum, professionalism, and respect for everybody's opinions.

Then, we go through that and I outlined everything what's reasonable, what's responsible, and what's actionable and what can we get done collectively of a body that's going to be of benefit to the people of Kansas City, Kansas not just today, but moving forward for several generations ahead, long past me, probably people that aren't even born yet. We need to take a hard look again at our policies, our practices, our procedures and what we can do to make life better for the people that are struggling every single day here and those are the people that I connect with.

So, thank you again Mr. Groneman and thank you BPU Board. You're free during our time to interject and answer questions, but now is the time for our commissioners.

Commissioner Stites said when are we going to start working on those items you just talked about. I mean we heard the presentations, so when are we going to really start putting the meat to the—or the foot to the road or whatever you call—tire to the road and start talking about how do we do this. We heard the presentation and one of the things that I wanted to ask, and I apologize sir, I don't know your first name, and I can't see that far anymore, I'm old. **Mr. Parker** said Brett Parker. **Commissioner Stites** said so that was one of the things that I was wanting to try to get to with that—with your putting the money in the money market account, but if I remember right, you were saying back that number up from 103 to 84 and so then that gets you down to—I'm not sure where that number 84 comes in. **Mr. Parker** was inaudible. **Commissioner Stites** said okay, I didn't understand that. So, at that 8% that you were talking about, and I'm not sure why it went from day 84 to the level that it's now, but that should just be a simple question that we ask and get an answer to as to why that occurred and I'm sure there's probably an answer, but I don't know what it is. If you'd like to answer now, that'd be—**Mr. Groneman** said I think we're coming off of the high season. We've got more revenues coming in, days of cash on hand goes up. We're getting ready to go into a low season, the days of cash on hand is going to go down. If we take 11.4M or something out of our days cash on hand, down to whatever days it is, then by January, February our days cash on hand is going to be down to 30-40 days. I mean it's a cyclical thing.

Commissioner Stites said okay, got it. One of the things that was mentioned, and I forget who mentioned it, it was about two charges that are on the BPU bill now and it's the stormwater and trash that appears that you were saying—**Mr. Groneman** said and wastewater. **Commissioner Stites** said and wastewater that could come off the BPU bill right now, so I'm

asking why is it on there now. I'm not sure who we ask and who can answer. If we're here to problem solve, let's problem solve. Why is it on their bill now? That's open to anybody.

Mr. Groneman said I think it's on because as a benefit to the UG we are already billing people. This is how it started many years ago. I mean the BPU has been around long before the Unified Government, long before the seven member Commission, three member Commission. So, it was on there so that it was just easier to have one billing system than to have two. **Commissioner Stites** said you're mailing—**Mr. Groneman** said we're mailing out bills to everybody already and so that was easy, but where the problem comes in is that now people are getting cutoff because they're not paying the trash or they're not paying the other parts of it because it is all one BPU bill. **Commissioner Stites** said so their electricity is being compromised because they're not paying trash. **Mr. Groneman** said yes and the total bill. They have to pay the total bill. **Commissioner Stites** said they have to pay the bill in total to get it. Well, here's a good start I feel like. Let's separate that. You know what, I mean shouldn't—I mean heck I've only been working on this for like three minutes and here we are. Okay, so there's something that we can work towards.

I mean, you know what, I'm not—and I know I say things and jokingly sometimes, but you know what, at the end of the day, and I agree with the Mayor, I don't want this to be confrontational. This is something that we're all passionate about. I know you guys don't want to see the rates higher no more than I want to. It affects my mom and my dad and your families just like it does everybody in this room. So, if there's responsible ways that we can do it, I sure think that we should be able to with the people that are at this table come up with ways—and maybe you guys have—I don't know that anybody's asked you tonight, do you guys have any thoughts or ideas of how we can make up this gap of $12M? Really, if we went with that 11.4M, I'm just saying if we did, we're at $912,000, Brett, that's what you said, now we're down talking about $11M, that gap.

Ms. Mulvany Henry said, Commissioner Stites, if I may, you're not going to want to hear this, so what we estimate the amount in electric and water that the Unified Government buildings do not pay is roughly $10 or $12M. So, nobody wants to hear that and that's fine. **Commissioner Stites** said I do. Comparing apples to apples and oranges to oranges, let's put it out there. If we are not paying utilities because we own the utility company whether that's water and trash, that number should be put out there and if you guys aren't paying property tax, that number should be

brought out to us also so we know that number. Then when we have all the numbers on the table we can say here's where we're at, let's figure this out. We don't have those numbers. **Ms. Mulvany Henry** said I don't mean to interrupt you, but last July when we all sat in this same room and did the same thing, we actually presented—there were presentations by both sides talking about some of these figures. Those figures are out there from July of 2023, those figures are there, and at that time, July of 2023, I think the feeling was and the thought was we were going to get a task force back together, the PILOT Reduction Task Force back together, and that did not happen. Then in May of this year we thought after the meeting that I think Mr. Wakes attended, we were going to do that same thing. Now, I've said it before and I'll say it again, I received a meeting invite to something in May for May 20th that was called a Bill Separation Task Force at that point and two days later I received a cancellation of that meeting invite to be rescheduled and that's never been rescheduled.

So, when you talk about we want to problem solve and we want—you know a subset of our elected officials have tried to come together and do this. I don't know why the meeting was sent out and I don't know why it was rescinded. **Commissioner Stites** said there should be no person that gets their electricity cutoff because they didn't pay their trash or couldn't afford their trash. You know what, they might be able to do something different with their trash or they might—but they have to have hot water and they have to have electricity and nobody's electricity should be cutoff for not paying that. I know there's others that want to speak. I'm here to assist in any way. If I need—want to be on that committee or we're going to move that forward, I will be one to assist in that if I'm needed.

Mayor Garner said thank you Commissioner and Ms. Mulvany we will re-engage that. That original task force was started by me and Commissioner Bynum graciously took the lead on that and I thank you for being a part of that as well. We can reinstitute that and I totally agree with Commissioner Stites and that's the whole purpose, how do we make the BPU bill a real utility bill so people are not cutoff for not paying excessive user fees and a PILOT tax because it's burdensome and that's the solution that I think most people are wanting us to at least have a conversation about. I don't have the answer to it, but thank you Commissioner Stites.

Commissioner Bynum said I have a variety of questions and comments. Some of them I think Legal and BPU staff are going to need to answer. When I look at the proposals slide from Ms. McCarthy, Number 4 says bring in an outside law firm to ensure understanding and compliance to the charter ordinance. I'll put that one to you, is that something we can do? **Angela Lawson, Interim Chief Counsel,** said we can, but I have opined before I believe we are in compliance. **Commissioner Bynum** said with the charter ordinance. **Ms. Lawson** said yes. **Commissioner Bynum** said speak to the first part, bring in an outside law firm. **Ms. Lawson** said we do that. You know we consult outside law firms and to make sure and in fact have done that and I am assured we are in compliance. **Commissioner Bynum** said I just wonder, like for example, for the public consumption as well as ours, you know perhaps that's a document that needs to be drafted and shared that we are in compliance with the charter ordinance. I kind of feel like, and Ms. McCarthy you'll have to correct me if I'm wrong, because I think your Number 4 is asking about the BPU Charter or is asking about the UG Charter? **Ms. McCarthy** said it was asking about the Unified Government Charter just to ensure that everybody understood what the gross—because sometimes people look at BPU's total revenue and that's not fair for them. It has to be their gross operating and I don't know what the ins and outs of that are. **Commissioner Bynum** said that's helpful.

Commissioner Bynum said, again, to Legal. You know all future rate increases—in our current status as two separate elected boards, Number 5 says all future rate increases approved by UG as well as the Board of Public Utilities and I'm again looking to you for just in general legal terms is that something that could happen right now? **Ms. Lawson** said that would require a charter change. **Commissioner Bynum** said that would require a charter change. **Ms. Lawson** said yes.

Commissioner Bynum said when our Unified Government staff, and I think at that time was meeting pretty regularly with BPU staff last spring to begin this in earnest look at bill separation, what the commissioners learned through that exercise was that for us to develop a system to collect the fees that we're currently collecting on your bill was going to be very expensive, millions of dollars was the estimate that we were given to stand up a billing system and basically a billing department. So, one of the questions that I have is—I have a variety of questions, Mayor, I'm sorry. We've technically already separated these charges on the BPU bill, right, we did that work three or four years ago. BPU charges, UG charges, trash, stormwater, sewer, PILOT. So, half the battle is kind of done as far as I'm concerned and I wonder if we

couldn't simply say on this page here's your BPU charges, go online to BPU.com and pay them and here's your page—it still comes in the BPU bill, but here's your page with your trash, stormwater, and your sewer, go to wycokck.com or myWyco or whatever system we currently use to collect online payments and pay those. I feel like that's doable. I look to our Finance folks and our IT folks to determine like on our side is it doable because the BPU already has all this technical infrastructure in place, whether we do, I don't know.

One of the things that I think has concerned the UG side of this conversation the most beyond the high cost of standing up our own billing department is what do we do. We know what you do if lights and water aren't paid. What do we do when stormwater, sewer and trash go unpaid. That's the hard question for us to answer and we don't have a good answer and so we would need further legal review of what our remedies could be and this goes to I think Commissioner Stites may be asking about the history of how this came. Part of the reason why is because of the hammer if you will, sorry to say that you have to pay it all or your lights and water gets shutoff. I wasn't here for that history so I'm taking a guess at that, but it's probably a very real possibility that's why those two things are together, but could we separate them in a way that's maybe not as hard as we think possibly and I would like us to look at that.

Mayor, I have a concern and that is if our research as we state has shown that per our own Charter this is not to be a citizen surcharge, then how is it that we can leave the PILOT on the commercial and industrial portion of the bill. If we're following our Charter, which is what we keep saying we want to do and we have research that shows us and reminds us if you will, that the PILOT is not a citizen surcharge, then how do you leave it on these customer bills and remove it from residential only? I don't know the answer, but I think we better figure it out.

Mr. Groneman said I think the first thing we need to figure out is whether the way that the BPU collects PILOT today is legal or not legal. **Commissioner Bynum** said right and I thought we had that answer. **Ms. Lawson** said yes it is legal. **Mr. Groneman** said the way the access fee or the whatever you call it, the way that we are now assessing the PILOT is legal? **Ms. Lawson** said yes. **Mr. Groneman** said okay. **Commissioner Bynum** said I think that's been one of the questions that we've grappled with this whole time, but Mayor, these are the questions and suggestions frankly that I have right now and, like I said, with this notion of we already have the bill separated. It's a matter of separating how they get paid and for us it's a matter of dealing with the individuals

who cannot pay their storm, trash, and sewer so they don't—you know, we can't turn your sewer off. Now, we can not pickup your trash, what's that going to look like. **Someone** was inaudible. **Commissioner Bynum** said well true. I hate to say it, but imagine that exponentially, so I'll yield the floor.

Mayor Garner said just to piggyback on your question, I believe that the Commission voted a while back to separate residential from commercial and I don't know how that plays in to the PILOT based on the commissioner's question Legal. That's the first one and I'm going to yield, but just if you think about what I'm asking you and I'll come back to you.

The second one is it would be nice to have something from our Legal Department in writing, and maybe supported by the Attorney General's Office, Charter Ordinance CO-3-02, Section 2b that talks about specifically what gross revenues are and how that's to be paid. I'm confused because initially we were told we were not in compliance. Today you're telling me we are in compliance. That's not only confusing to me and I'm sure some commissioners, but probably to the public and so we need something definitive and I believe that was a recommendation coming from someone that maybe a third-party counsel that is impartial can look at this and get us the answers we need that can exude confidence in the opinions coming from our Legal Department because right now I have zero confidence. I'm just being honest with you because I've been told two things and one of the roles of Mayor is as I interpret policy to the public. That's one of my roles. I don't know what to tell the public at this point, so that's something that we need to take a deep dive and a hard look at because right now I've been told two things and so just be prepared if you want to give something in writing to this Commission, to the Board, and to the public I think we owe that because there have been two narratives that have been put out. So, we need to make sure we get it right. I just want to leave that with you.

Commissioner Lopez said I have a lot of questions here. I mean if you guys would have known tonight what you know now with this meeting, would you have rescinded your invite, but I'm just asking right now. So, I'm looking at the regional electric rate, kilowatts per BPU, the residents is 15.97 and then the commercial is 13.09 and industrial is 9.6, why is the residential higher than commercial and industrial. Also, what really concerns me is our financial hits that I'm looking at like Rock Island Bridge Project. They still owe like a little over $34,000. Homefield is almost at

100 and a half and Delaware Parkway is a little over 100. So, like what Stevie Wakes was saying earlier, you know about the UG having I think you were insinuating like we free power here at the UG, but there's a lot of other hits that were taken from people that can—you know organizations that can easily pay.

I mean I have some great ideas like if we stop joint funding with WYEDC. I mean BPU is shelling out $750,000, the UG is shelling out another 750 and I'm seeing where we can save like if we merge the IT we could save 1.2, if we merge Public Relations we'd save 600, we eliminate wastewater and residential PILOT fees for residents accounts and UG can—then we can make that up in the budget. Traffic Control, we can merge those duties and probably save a little over 900. We cancel all the Food and Entertainment accounts that's getting free utilities, we could save 600 and what if we merge the CFO, the Finance Divisions, we merge them people, we can save a lot of money. If we can save enough, we can take the PILOT off for the residentials and we're ahead of the game. There's a lot to chew on there, but if we just come together and get this lined out, we can do it and then we take the PILOT off and then problem solved.

Commissioner Hill said I do have a couple of questions, rather pointed questions just because I don't know. The first one is your IRP Plan, the Integrated Resource Plan, which is a 15 to 20 year plan and that plan will there be some suggestions, ideas, or comparison with rate fees across the country or suggestions for what should be here in this region? **Mr. Parker** said the IRP Plan looks at future generation projections, what is our community going to need and then what are the most economical ways to produce that energy production here in Wyandotte County. There are other factors for other locations. They're going to have different regulatory structures. Perhaps they're going to have different availability and access to energy, so it's not a comparing across the board. Price-wise what it is, is to produce or provide the power in Wyandotte County under these scenarios what are going to be the most economical ways. We look at that under a variety of different circumstances. If fuel cost goes up, is that going to change which plan would be the most economical. If the goal is to be as green as possible, what way do you go on that, so it's not an apples to apples comparison. I do think that is helpful information and I think the KCC Rate Study of 2023 is probably a good place to look where some of that's already been done. That's not part of the IRP process. **Commissioner Hill** said thank you and I said immediately I didn't know, so it was great. Thank you for helping me.

Mr. Wakes said I was just going to say I can add that the IRP Plan is available. It's on our website and it's provided where you can look at it, but it's still a plan. Like you said, it's pretty fluid. **Commissioner Hill** said okay.

I really appreciate the Mayor pulling us all together just to have this discussion and I really hope we can continue to have them and maybe when we come we have some specific goals for that meeting, some very specific.

In my mind we keep hearing about it was $38M, now $12M for the PILOT and you know we need to get it separated and all of that and without blaming anybody what could we really do. Should our Finance Departments, the BPU Finance Department along with the UG Finance Department get together and work on some strategies or ideas around what we could do to bridge that gap. I appreciate the Mayor mentioning it's for our community, it's for our people, so I just think it's time that we really do dig in deep and begin to solve some of the problems and I think that might be an area where if we just start digging in with the finances, that could really be helpful.

I also noted that downtown here on 5th if you go in to pay your bill there, you can't use a debit or credit card. Can someone—I think the other areas in the community you can, but just down here you cannot. Is that correct or incorrect?

Lori Austin, Chief Financial Officer for the BPU, said we absorb all the fees associated with all the payments electronically and so we look at what provides a value to the utility of being able to—for a customer to pay their bill. The cost of a kiosk to use a credit card or debit card is very high in comparison to what it is for a customer to pay online. **Commissioner Hill** said the kiosk is expensive but we have them and we use the debit and credit card at the kiosk, is that correct? **Ms. Austin** said no, we don't use a debit or credit card at the kiosk. It takes cash and checks. **Commissioner Hill** said is there a possibility that the finances could be compromised if you use cash? **Ms. Austin** said as far as the cash in the machines and so I mean we have Brinks come and picks up the cash out of the machines a couple times a week or whatever and it's monitored by the third party that we have our contract with. **Commissioner Hill** said it sounds like a pretty dumb question on my end; however, it's very inconvenient for our community. They go everywhere else in America and they can use their debit and credit card, so that's the reason for my question, so thank you for being kind enough to answer.

Another question I have is in regards to the opportunity for our constituents who are on boarding with BPU services and it is suggested—well, mandated by BPU that your fee for deposit

is according to your credit score. I'm not sure, but I think we're the only one in the region that has that requirement. Is there a reason why. Is that something we can change in the future. Is that something we can collaborate on and talk about for changes in the future?

Ms. Mulvany Henry said I know that is something near and dear to your heart. We actually have Abbey—she thought she wasn't going to have to speak. We actually have our CAO in the audience who is the head of our customer service at this point who comes from other utilities, so I want her to answer that question.

Abbey Fry, Chief Administrative Officer Kansas City BPU, said I've spent over 20 years in utilities. I worked for Westar Energy, Kansas Gas Service and now for BPU. The credit check is a soft credit check. It does not do anything to your credit or anything like that. It just looks at the risk, the payment risk of the individual, and so determining based off of that risk or if a customer does not want to or is unable to provide documentation or proof of who they are. So if they're unable to provide a driver's license or something like that, then there's a maximum deposit on that. That's very standard with other utilities. They do a soft check just to look at the risk to see if there's any previous utility debt that's been left behind with other utilities. For example, if a customer moves to Wyandotte County that was previously an Evergy customer and left a debt with Evergy, it would flag that as a potential high-risk customer. **Commissioner Hill** said okay. Does the customer have to pay for that credit check? **Ms. Fry** said no. **Commissioner Hill** said the customer's deposit is it based on the score of the credit? **Ms. Fry** said that's where there's no score, we don't get a score—you know when you buy a car or buy a house there's a score, a number that you get. This just simply tells us if that customer is potentially high-risk for paying the utility bill or not and if they come back as a high-risk, then that deposit would be assessed. **Commissioner Hill** said so did you change the policy this year?

Ms. Mulvany Henry said, Commissioner Hill, we have not voted on the policy yet, have we. **Someone** was inaudible. **Ms. Mulvany Henry** said okay, so November 6, I believe it's on our agenda next week. I don't believe that there's any hold up on that. That policy should come through with flying colors with all six of us I hope. If you have no credit or if you come back on the soft credit check with your zero risk, there's no deposit assessed and that is something BPU has never done before. So, here's a new tier. **Commissioner Hill** said excuse me, I don't mean—I just want to make sure I'm hearing this correctly. As of November 6th—**Ms. Mulvany Henry** said

if it passes—**Commissioner Hill** said the new policy that there will be no deposit—**Ms. Mulvany Henry** said if you have no credit, so there's no credit to assess out there or if the soft credit check comes back and you are deemed no risk by the third party credit agency. **Commissioner Hill** said deemed low-risk so that means—**Ms. Mulvany Henry** said deemed no risk. **Commissioner Hill** said no risk. So, if my credit score is 525 what is that—**Ms. Mulvany Henry** said we don't see the score. We use a third party to do the soft credit as do most consumer oriented companies. I mean my day job, my company does the same thing. We never see a score. We only see what the risk that's assessed by a third party that's not BPU. **Commissioner Hill** said okay.

Mr. Groneman said we have a Flex Pay Program that they can enter into when they start their service and there's no deposit with that.

Commissioner Hill said am I correct if they don't have a bank account, do they get an upcharge on the deposit or no? **Mr. Groneman** said under the Flex Pay there's no deposit at all. I mean there's—**Commissioner Hill** said but do they have to have a bank account? **Ms. Fry** said are you specifically talking about the Flex Pay or just a bank account in general? **Commissioner Hill** said in general. **Ms. Fry** said no. **Commissioner Hill** said they don't have to have a bank account. **Ms. Fry** said no, we don't ask for a customer's bank account information unless they want to be put on like an auto payment or something like that. So, if a customer doesn't have a bank account, they can bring cash to a kiosk machine and pay that way without having a bank account. So, that's not a requirement. **Commissioner Hill** said okay.

Then, one of the things that I would like to say also is that I welcome these meetings. It's very educational for me, but that we do with every meeting have some real specific items that we can discuss together and not just talk about them, but really come up with some solutions. Thank you very much. I really appreciate your cooperation.

Commissioner Kane said I asked for this meeting, but I also asked for an outside person to be here to give us some guidance so it takes the personalities out. Steineger wanted to sell the BPU a long time ago and she's a former employee and perhaps is not happy that she left and then she starts out taking shots at these folks, which I could feel. The bottom line is we want what's best for the community and we want to make sure that whatever we do we do together and today it felt like we were two pieces instead of one because we know we need to get the committee back to start it, so then you can give us guidance on what direction we need to go. Our customers, our

constituents deserve better than what they're getting, but tonight was a little awkward for me in the 19 years I've been here because for a while we were pointing fingers and the fingers should point back at all of us. We need to change. We need to do something different and, Mayor, I get excited and so do you, but both of us care and I want to make sure this community is better when we get out of office than when we got here.

I would encourage all of us—the next meeting we know what is on the agenda, we know who's going to speak and who's going to talk and who's going to represent BPU and who's going to represent the Unified Government and then have them come back and report out to us what their fact-finding is.

Commissioner Ramirez said I echo everything that all my fellow colleagues have said. I keep joking and saying we're having meetings about meetings about meetings. You know we have been at this for some time now and we have yet to come to a table where we're actually talking actual policies that can change, debate those policies as two boards.

First, I should start my comments, Angie, I apologize for being ostracized for doing your job. That is not our duty to do. That is David's responsibility to do. So I would from me apologize to you for that. Continuing, it seems these meetings have turned into the US House Congressional hearings. We're bashing each other, yelling at each other. That's DC, we're not DC, let's stop acting like DC. All 11 of us, 6 of you, care about this community or else we wouldn't be in these seats, so let's be the adults that we are and come to the table and I'm going to say let's stop acting like my eighth graders and stop pointing fingers at each other and saying he did it, she did it. We're all adults. We're all, as I tell my eighth graders, we all have big brains, we can come together and do the work because this meeting—all these meetings are televised. The community can see the finger pointing, the bashing, the name calling with each other. The media is seeing this and will report this.

We have vacancies. Most people who are going to come work for us are going to want to see how the government operates. When they start opening these meetings and seeing the contention, who's going to want to work in a place where we're finger pointing, name calling, and bashing each other. We're all Wyandotte. All born and raised, not everyone may not be born and raised, but the majority of us are born and raised here. We all care about the same people, the same mission. We all have the same vision. We may have different ways to get to that vision, but

that's the beauty of being in government and a beauty of being an elected official, coming to the table and being at the table, not overarching the table and having a well-rounded conversation where we can all come together and have a strong voice for the community that we all love and I know we can do it. Again, we're adults, we got big brains.

Commissioner Davis said I will be fairly brief because I am mindful that we do have a 7:00 and we have folks waiting for us downstairs so that we can conduct business. Thank you all for coming. Ms. McCarthy, thank you for your presentation. Mr. Steineger, thank you so much. I will echo a lot of what my colleagues have said. I think when I walked in this room and I mean we are sit pretty tight here, I thought we were really going to be able to knock out some hard questions. I'm a little disappointed that's not been the case and it's been the third time. I would ask the Mayor that when we are put together that you're able to provide that information ahead of time because there are some things that I wanted to kind of ask you all in the presentation and then you said well, I didn't see it beforehand and I'm like it's just not fair for me to ask you questions if you weren't able to adequately prepare.

The gotcha moments, we're past that. I'm past that. I was at a neighborhood meeting a few weekends ago and I just want to get towards solutions, realistic solutions. Speaking of solutions, we've talked about ideas on how to cut costs for customers, cut cost for constituents. I do think including our Public Works Department in that conversation with you all would be fairly interesting just to see from a function standpoint since you all are both working on infrastructure. You all have water, we have wastewater. Again, I'm not an engineer. This is kind of above some of my expertise, but I do wonder if there are some cost savings available for us to combine functions and to save the taxpayer and the constituents dollars and so I would ask that.

The other thing, and my colleague Christian Ramirez, didn't get at—didn't get at this now, but he did say this earlier and I want to echo. I do think we should have some codified structure in the Charter that does mandate these joint meetings and that does have a set agenda. That way, for future Boards and for future Commissions, it is not optional. That the community could look at the Charter and say hey, wait a minute, you all said every quarter you were going to meet, where is your quarterly meeting, so that this stuff is mandated. With that, I do think we might need to codify an agenda as well just to make sure that when we do meet it is productive and we're able to do the work of the people.

I did have some other questions, but I will reserve that for another time. Thank you all and, again, I'm a little disappointed, but I'm hopeful that we can learn from this and do better as a community.

Commissioner Ramirez said to Commissioner Davis's point, I did ask Commissioner Bynum because she said at that meeting, and I brought up the idea, that she would be onboard and I did ask her if she would work with me to work with Legal to come up with that language of codifying those types of meetings. Then, that's when I had reached out to Board Member Rose Mulvany Henry to also have BPU Board Members be part of those discussions as well and then that's when Mr. Johnson sent out the email to the Board Members inviting any of them to also be part of that conversation. It's important that we have it.

You know we can easily just go in and say we're required to have this and this, but I think there needs to be more conversation, more of how are things going to work with those type of boards. You know, how is the policy direction going to be taken. Will a policy go in effect if it's just passed by us or does it need to be passed by both Boards. Conversation needs to be had to figure out how best that task force or what that joint commission looks like and how it operates. So, I thank Commissioner Bynum for wanting to work with me because she's been working with the BPU for a long time now, the bill separation and the PILOT and all of that with Board Member Mulvany Henry and Commissioner Hill in the past. I know that once we get that it should and, hopefully, be smooth sailing from there.

Mayor Garner said in the interest of time I know the General Manager and our Administrator were slated to speak, but hopefully, this was a good starting point for you all. The next meeting we'll allow you all to at least—I'm sure you took notes or you can get notes from several of us as to the questions that were asked from Ms. McCarthy. I think the biggest thing was the PILOT. Can that be taken off the bill and can that be absorbed without raising rates based on the recommendations that were given. There were also questions as to PILOT as far as separation and what that looks like on the bills, the Unified Governments portion as well as the BPU's portion. Is it something that is feasible for us to make it to where people aren't getting cutoff because they didn't pay the Unified Government's PILOT and fees. I don't know what that looks like, but that's

a question that hopefully we can explore for the next meeting and have that as a main topic of discussion.

What was brought out, I know Commissioner Stites has brought out and I didn't want to forget, for the people of Edwardsville was the question about the PILOT and how that impacts the city of Edwardsville and the people that pay into that PILOT. There were questions about the pension solvability. I think that was brought up. That's a great question and debt, how do we get to the massive debt that's there and how do we start chipping away at that debt in a way that can bring relief for our residents.

The biggest thing is I personally see, and I can only speak for myself, water and energy, our quality of life issues, they're necessary to sustain the quality of life for our residents and in a lot of people's mind I've been told those are human rights. When you talk about water and energy to sustain a certain level of quality of life.

So, I know that—Ms. McCarthy thank you again. She really posed some hard questions. Hopefully, nobody got offended by those questions as well as her recommendations, but that was just to get the conversation started so we could really start taking that deep dive that I believe Commissioner Hill talked about and finding the real solutions that I know our residents want us to start working towards.

We'll schedule another meeting probably here in short order and probably have consistent meetings until we can get some of these questions answered and if there's questions Board of Public Utilities that you have for the Unified Government because it's not just—I don't want you thinking all the fingers are pointed at you. The Unified Government has a vested interest and we've got responsibilities on that bill as well. If you've got questions, concerns, we didn't get to that, we could probably take another three hours here having this conversation, but if you have questions or concerns or asks of the Unified Government, please get those to us so we can answer those questions as well because this is really a shared interest that can bring about shared success for our residents. So, again, thank you all for your time. Thank you all for everybody that was present today. Thank you for the public and these meetings will continue.

I will now make a motion to adjourn.

Action: Commissioner Garner made a motion, seconded by Commissioner Davis, to adjourn. Roll call was taken and there were ten "Ayes," Burroughs, Townsend, Burns, Ramirez, Hill, Kane, Lopez, Stites, Davis, Bynum.

MAYOR GARNER AJOURNED
THE MEETING AT 6:52 p.m.

_____
Monica L. Sparks
Unified Government Clerk

dt

CONSENT AGENDA ITEM NO. ____

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, NOVEMBER 7, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, November 7, 2024, with nine members present: Bynum, Commissioner At-Large First District; Townsend, Commissioner First District; Burns, Commissioner Second District (left the meeting at 6:40 p.m.); Ramirez, Commissioner Third District (arrived at 5:50 p.m.); Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District and Burroughs, Commissioner At-Large Second District and Mayor Pro Tem; presiding. Hill, Commissioner Fourth District; and Garner, Mayor/CEO, were absent. The following officials were also in attendance: David Johnston, County Administrator; Bridgette Cobbins, Assistant County Administrator; Angela Lawson, Interim Chief Counsel; Daniel Soptic, Sheriff; Irene Caudillo, Chief of Staff in Mayor's Office; and Monica L. Sparks, Unified Government Clerk.

Mayor Pro Tem Burroughs said before I call the meeting to order I want to announce that we have individuals attending remotely as well as on-site. All participants joining by phone should please mute their phones when not speaking to avoid background noise. During the meeting, please make sure you announce yourself by name and title every time you speak so the public that is participating knows who is speaking. This is critical given the number of remote participants and current guidance from the Kansas Attorney General's Office and please be sure to speak directly into the microphone to ensure your comments are heard and an accurate record can be made of this meeting.

Mayor Pro Tem Burroughs called the meeting to order.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, November 7, 2024, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for an Executive Session related to the security of a public body or agency, public building or facility, or the information system of a public body or agency. Immediately following will be a presentation in open session by the

Urban League of Greater Kansas City, entitled State of Black Kansas City. Roll call was taken and there were eight "Ayes," Townsend, Burns, Kane, Lopez, Stites, Davis, Bynum, Burroughs.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Pro Tem Burroughs said tonight our first order of business will be going into Executive Session as previously announced. At the conclusion of the Executive Session we will reconvene in Special Session to hear a presentation from the Urban League of Greater Kansas City entitled State of Black Kansas City.

At this time the Commission will go into Executive Session regarding security. Do we have a motion for Executive Session?

Commissioner Bynum made a motion, seconded by Commissioner Burns, to go into Executive Session until 5:35 p.m. to discuss confidentially so as not to jeopardize the integrity of security practices and procedures intended to protect public officials and buildings as justified under security measures exception in the Kansas Open Meetings Act; and Sheriff Soptic, David Johnston, County Administrator; Bridgette Cobbins, Assistant County Administrator; Angela Lawson, Acting Chief Counsel; be present to participate in the discussion and that we reconvene in open session at 5:35 p.m. in the fifth floor conference room. Roll call was taken and there were seven "Ayes," Townsend, Burns, Kane, Lopez, Stites, Davis, Bynum.

Present for the Executive Session: Bynum, Commissioner At-Large First District; Townsend, Commissioner First District; Burns, Commissioner Second District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Burroughs, Mayor Pro Tem; presiding. **Staff present:** David Johnston, County Administrator; Daniel Soptic, Sheriff; Bridgette Cobbins, Assistant County Administrator; and Angela Lawson, Acting Chief Counsel.

Mayor Pro Tem Burroughs reconvened back into Special Meeting at 5:35 p.m.

Commissioner Bynum made a motion, seconded by Commissioner Burns, to extend the Executive Session until 5:50 p.m. Roll call was taken and there were eight "Ayes," Townsend, Burns, Kane, Lopez, Stites, Davis, Bynum, Burroughs. Commissioner Ramirez arrived at the end of the Executive Session.

Mayor Pro Tem Burroughs reconvened into Special Session at 5:50 p.m.

Mayor Pro Tem Burroughs said at this time in our Special Session the next order on the agenda I would like to introduce Irene Caudillo, Chief of Staff in Mayor's Office, for introduction to the speakers and presentation.

Irene Caudillo, Chief of Staff in Mayor's Office, said on behalf of Mayor Garner I open this session with a reminder to the Commission. The presentation tonight is really a continuation of the work that our Health Department who spent the last year gathering information, feedback and support to prioritize equity and dismantle systematic racism through their racism as a public health crisis initiative. Our Health Department focused their efforts first on the African American community in Wyandotte County.

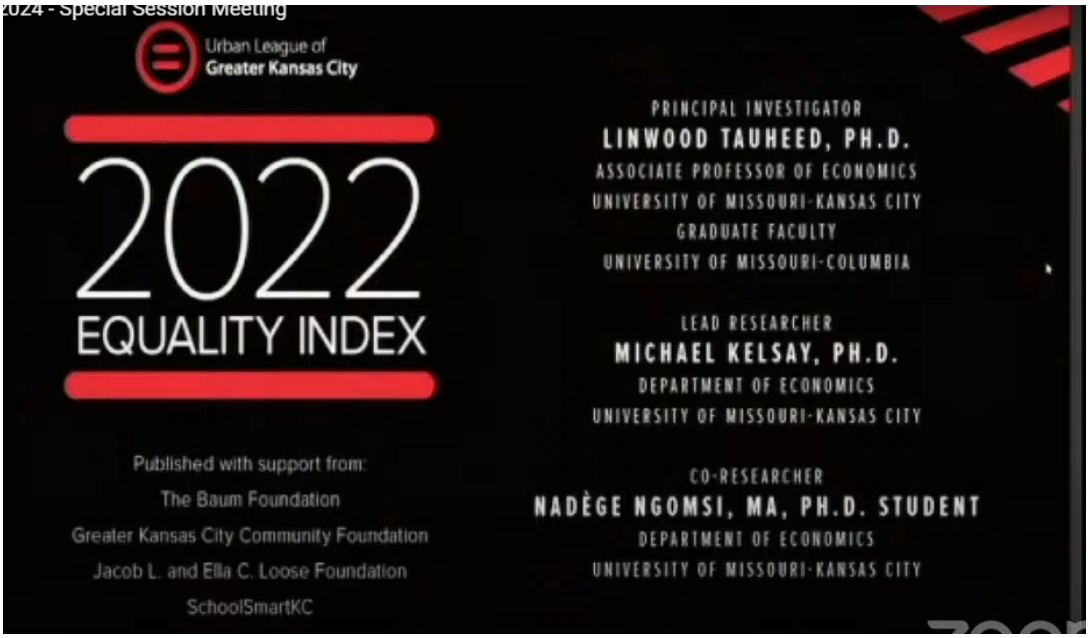
The Urban League of Greater Kansas City's mission is to enable African Americans and other disadvantaged persons to secure economic self-reliance, parity, power and civil rights. Their State of Black Kansas City is a biannual report that includes a collection of articles and op-eds and summary of statistics from the Black and White, and Hispanic and White equality indexes spotlighting gaps in education, economics, health, social justice and civic engagement.

Gwen Grant, the President and CEO, is here this evening. She's the first female CEO in the affiliates 105 years history. Gwen is a strong and passionate advocate for social justice, civil rights, and economic empowerment for African Americans and women. Ms. Grant provides leadership and direction for advancing all Urban League programs and its mission.

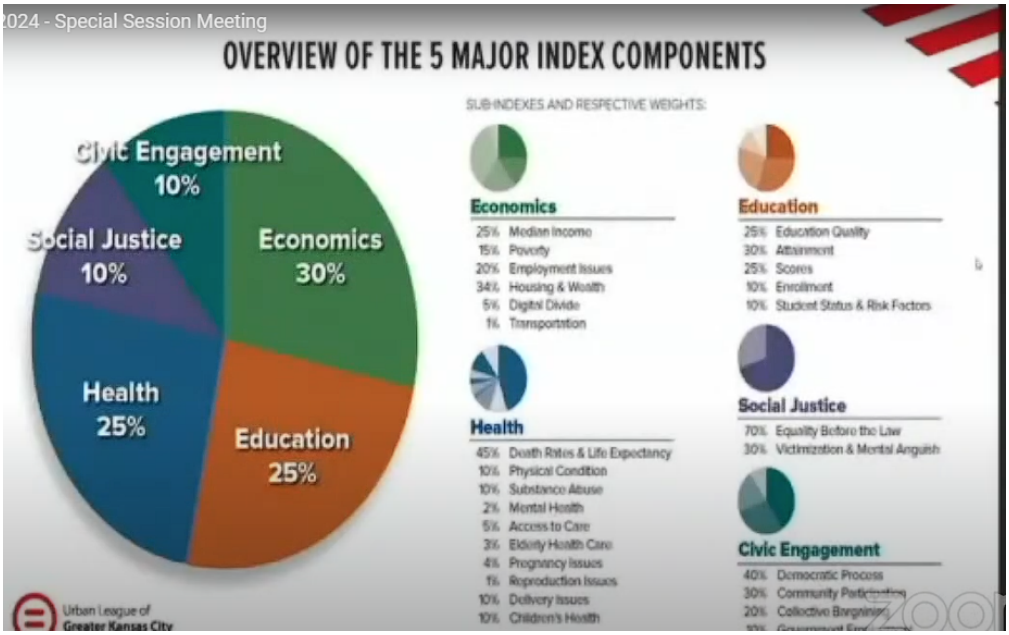
At Mayor Garner's request, Ms. Grant joins us today to share the information from the 2023 State of Black Kansas City report. Please welcome Ms. Grant.

Gwen Grant, President/CEO Urban League of Greater Kansas City, said thank you for having me to share this information. I will quickly share some slides to highlight the findings of our 2022 Black/White and Hispanic/White equality indexes. I'll give you a little bit of background on that and then you also have copies of the book so that you can take a deeper dive into this information at your leisure. I think you'll find some of the information really quite educational as well as the essays that are included, a variety of perspectives on the challenges we face in our African American and Hispanic communities in the greater Kansas City area.

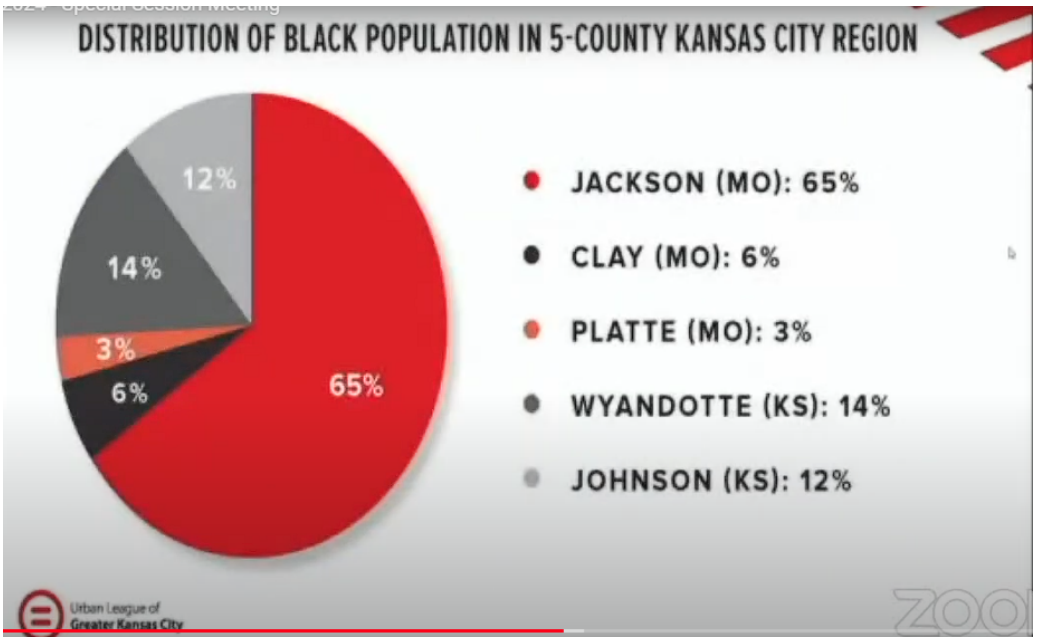
I'll start by just giving—**Monica Sparks, Unified Government Clerk,** said we're not able to hear you online, so I just want to check and make sure our sounds good. If you could pull the mic a little closer.



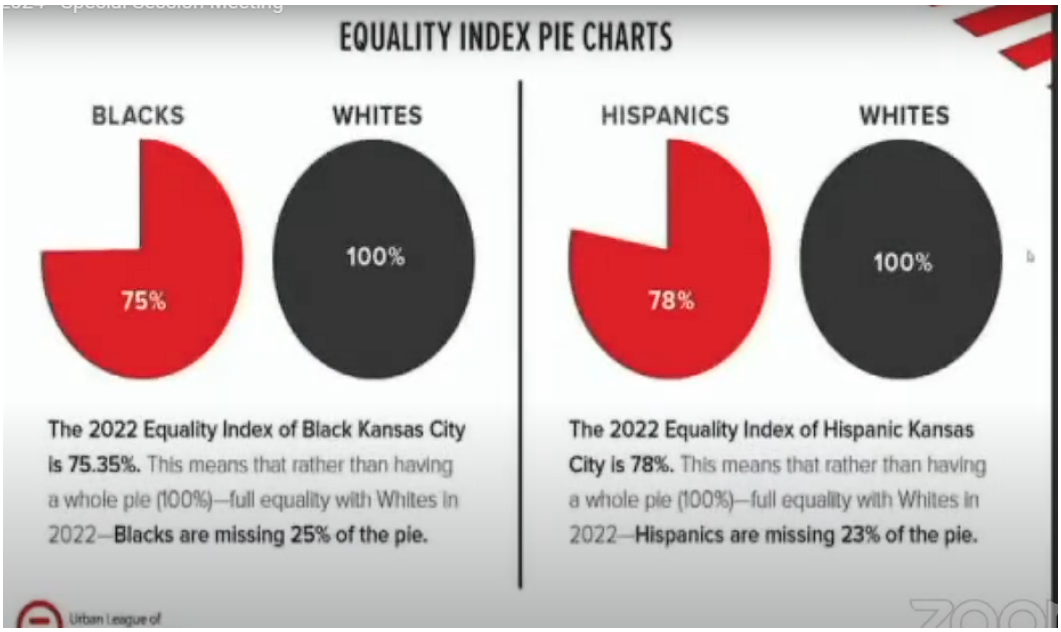
Ms. Grant said the screen is kind of blurry, but just to give a little bit of background, the research that we publish every two years is compiled by the Economics Department at UMKC, University of Missouri at Kansas City, and so these are the names of the principal investigators and researchers for this project. We do not gather the data, we do not crunch the numbers, we publish the information.



We base our study on looking at five key areas which form the platform on which the Urban League, both nationally and locally. We base our work on this, our civil rights advocacy agendas based on these five areas, Economics, Education, Health, Social Justice, and Civic Engagement. This slide provides a breakdown of what we're looking at, what we're measuring to arrive to complete this index. These numbers, the methodology was all designed by the National Urban League. We follow the same methodology on our local report and this just gives you an indication of how the sub-indices are parts out.



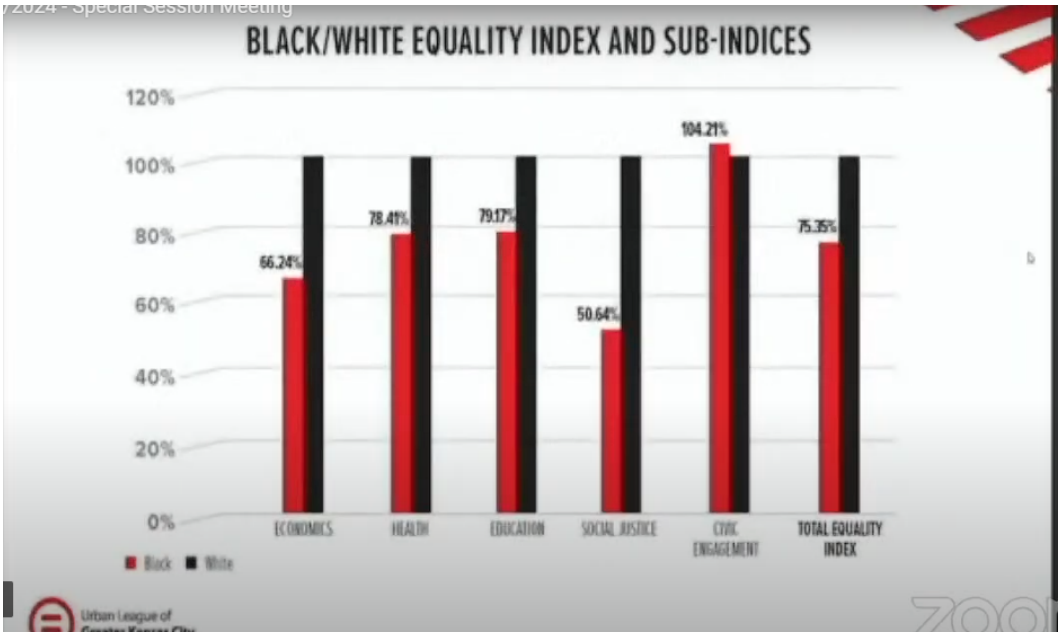
The Urban League serves a five county area. We serve Jackson, Clay and Platte Counties in Missouri and Wyandotte and Johnson Counties in Kansas. These numbers are reflective of the population that we serve in the five county area.



When we started this study back—actually I think it was 2005, shortly after Marc Morial took the helm as President and CEO of the National Urban League and one of the things that he established under his leadership was that as a civil rights organization and we talk—we want to talk about

progress. We wanted to have empirical evidence to track and measure how much progress we've made in comparison to Whites since the passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965, so that was considered as the starting line. So how can we say oh, we've come a long way. Well, we want to know empirically just what does that mean. So, when you look at this to think about the index in relationship to a pie chart and you have a whole pie, how much of that pie do we as African Americans in comparison to Whites, how much of that pie do we have.

So the results of the 2022 Equality Index shows that we have 75.35% basically. Whites have a whole pie. White is a control group starting with a whole pie. By comparison we are at 75%. By comparison Hispanics in the region are at 78%, so Hispanics are doing a little bit better than African Americans in all of these key areas.



You can see here when we look at the comparison on a national—on a local level, we are at around 66%, with Economics 78%, Health 79%, Education, Social Justice very low at 50+%, and we outpace Whites in the area of Civic Engagement. Civic Engagement includes voting, it includes volunteerism, primarily those areas, Union Memberships, things of that nature. We often look at that as a false positive because it includes enlisting in the military and oftentimes people of color who are economically disadvantaged will opt for the military as a default because they can't afford college. This is another pathway to a career and so the total index at 75. When you look at the

numbers for the Hispanic community, I stated they're at around 78% overall, but these are the sub-indicators and you can see how they are doing across the board as well.

A comparison of the Equality Index of Black Kansas City for previous years with the 2022 Index illustrates that progress has been static in all categories, and progression is slowest in Economics and Social Justice.

EQUALITY INDEX OF BLACK KANSAS CITY*

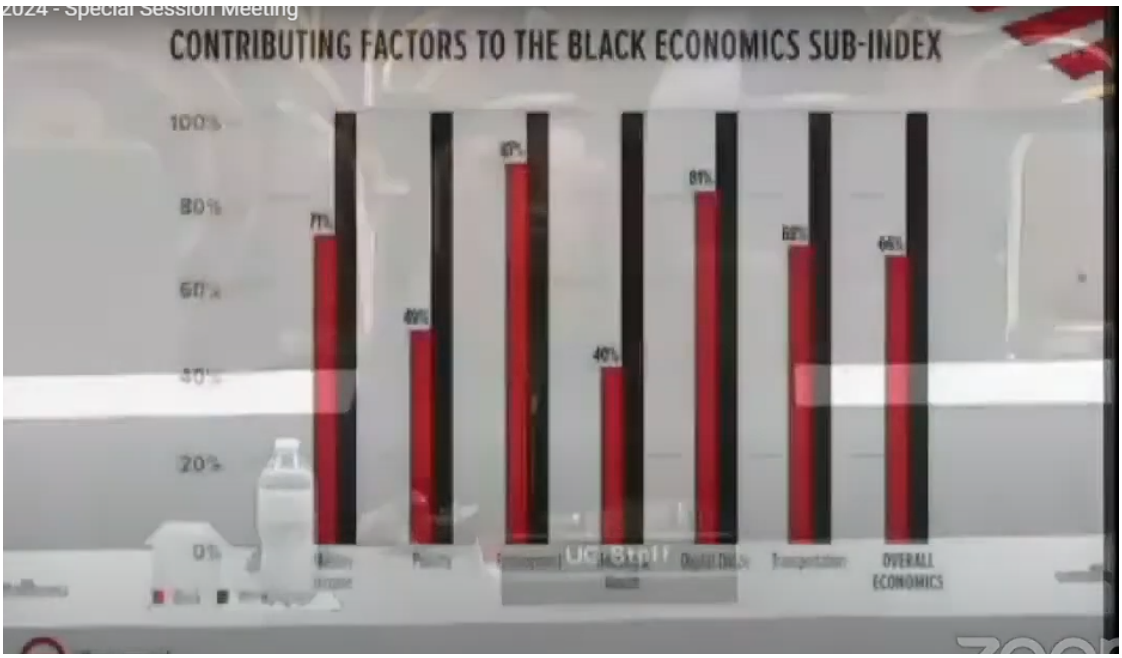
YEAR	2006	2007	2008	2010	2015	2019	2020	2022
BLACK/WHITE INDEX	73%	75%	75%	74%	72%	73%	72%	75%
ECONOMICS	54%	57%	58%	53%	57%	61%	62%	66%
HEALTH	80%	82%	83%	78%	77%	75%	76%	78%
EDUCATION	78%	79%	78%	85%**	78%	77%	75%	79%
SOCIAL JUSTICE	65%	62%	67%	58%	52%	55%	58%	51%
CIVIC ENGAGEMENT	1.09%	1.14%	1.08%	1.09%	1.07%	1.09%	100%	104%

I want to talk a little bit about this because when Irene talked about the fact that you're looking at racism as a public health challenge, it's really important to understand the data in that context to understand that each of these things here listed, Economics, Health, Education, all of these things really tie into the social determinant of health. And that really reflects the healthiness or the ability of a community for people to achieve equity, have equal access to all that the economy, the economic mainstream has to offer. So, when we look at this and we look at how this has spread over since we started collecting the data, National Urban League started in 2005, we started in 2006, so if you look at it from a longitudinal perspective, you see that the years of progress for African Americans has been somewhat static in some of these areas. But Economics and Social Justice are the two areas where we've made the least amount of progress. You see Economics and now we're only at 66%. We were at 54% in 2006 and there's that static progress, the ebbing and flowing back and forth with our progress there.

The other takeaway from this is if you look at Education and oftentimes when we're talking about economic disparities and social disparities, people say if people of color, if Blacks could just get more training and more education, then we're going to be better off. If that were true, if it felt that really held together from an empirical perspective, then we'd achieved 79% at Education yet

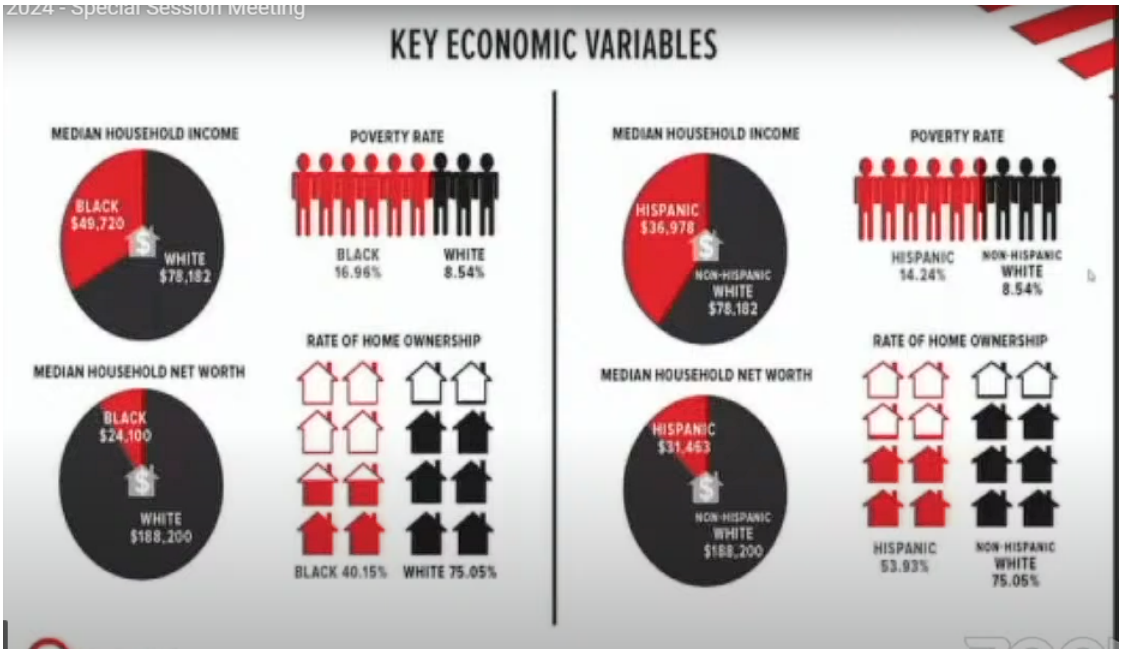
our Economic progress is only at 66%. So, education is not the great equalizing. Education and training all those things are important, all of those things have impact on an individual's ability to achieve economic mobility, but education alone will not solve the problem. Training alone will not solve the problem. It requires a number of changes relative to policies and to understand how deeply rooted those policies and practices are and the overall impact that they have over time.

Also, think about it in terms of, as I stated earlier, that we're looking at progress since the passage of the Civil Rights Act and the Voting Rights Act, so the starting line is different. So, to expect that you had an advantage in a race and to expect that we did not have that same advantage that we should somehow be able to catch up by just getting a little bit more education and training or better handling our resources that we could achieve economic parity, it takes a whole lot more work in terms of policies. It's kind of like triage when you go into an emergency room, you arrive at the emergency room and the doctors and the emergency team you're not going to apply the same medical strategy and practice to everyone equally. You're going to have a triage equitable approach. That means if I present with a broken arm and you present in cardiac arrest, I think you're going to get a lot more attention than the person with the broken arm. That's the way you kind of have to look at how do we address disparities in all of these areas.



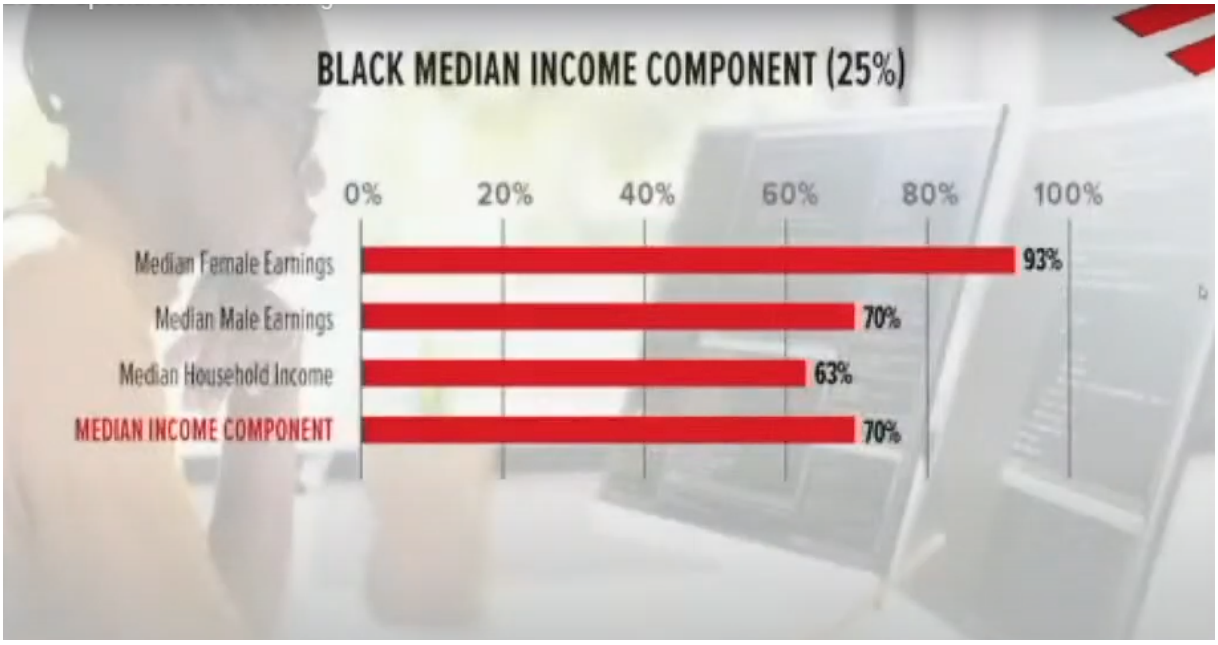
When we talk about economics you know these are the contributing factors and sub-indicators that generate the overall economic impact and so we look at Median Income, Poverty levels,

Employment, Housing, Home Ownership, Wealth Creation, the Digital Divide and Transportation. You can see the overall outcomes there. We have them in the book. I'm not going to read them all.

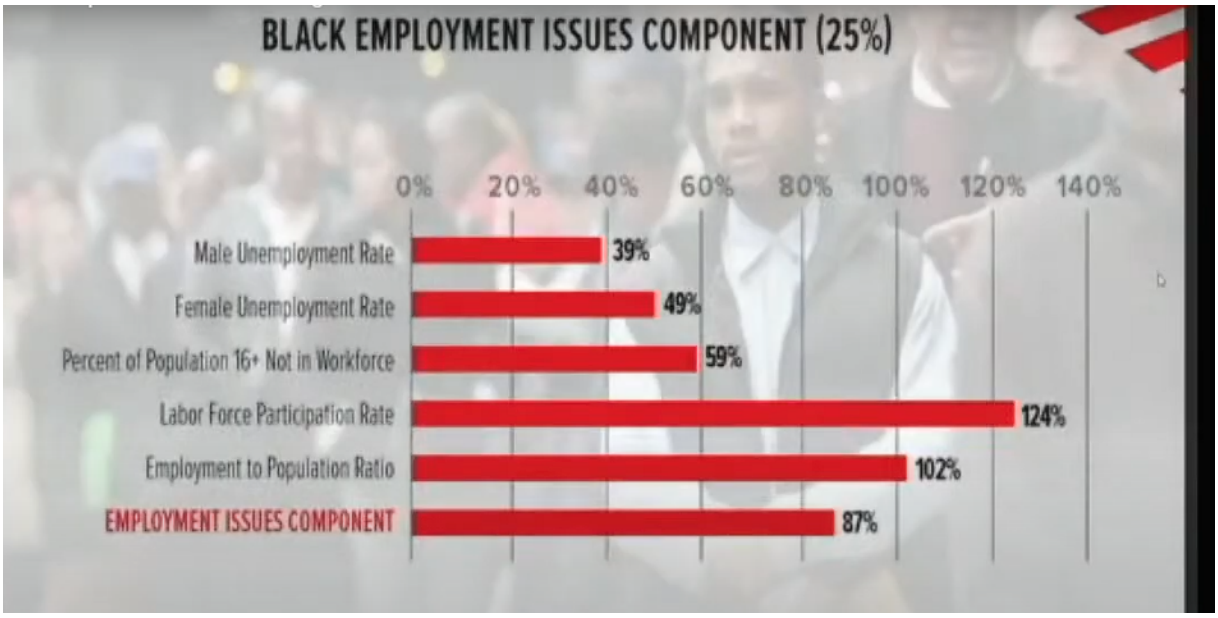


Here are the key things to look at. If you look at the median household income for African Americans compared to median household income of Whites, you look at the difference in the poverty rates. You look at the same across for the Hispanic community and look at median household net worth, so this is systemic economic barriers for centuries have created this outcome of Black median household net worth of $24,100 compared to White median household net worth at $188,200. That should provide some basic context and clarity and understanding when we talk about the wealth divide in this country and home ownership is a pathway to wealth building. Then if you'd understand the history of redlining in our communities and how African Americans were denied access to home ownership, even veterans serving in the war were not denied access to the benefits of the GI Bill to purchase a home. There's so much about the history and the impact that it has on our systems and policies and practices that create the conditions that we are enduring today and the disparities.

So the media net worth here, you see that the Hispanic community is doing slightly better, but the challenges pretty much are the same overall for both African Americans and Hispanics in the greater Kansas City area.



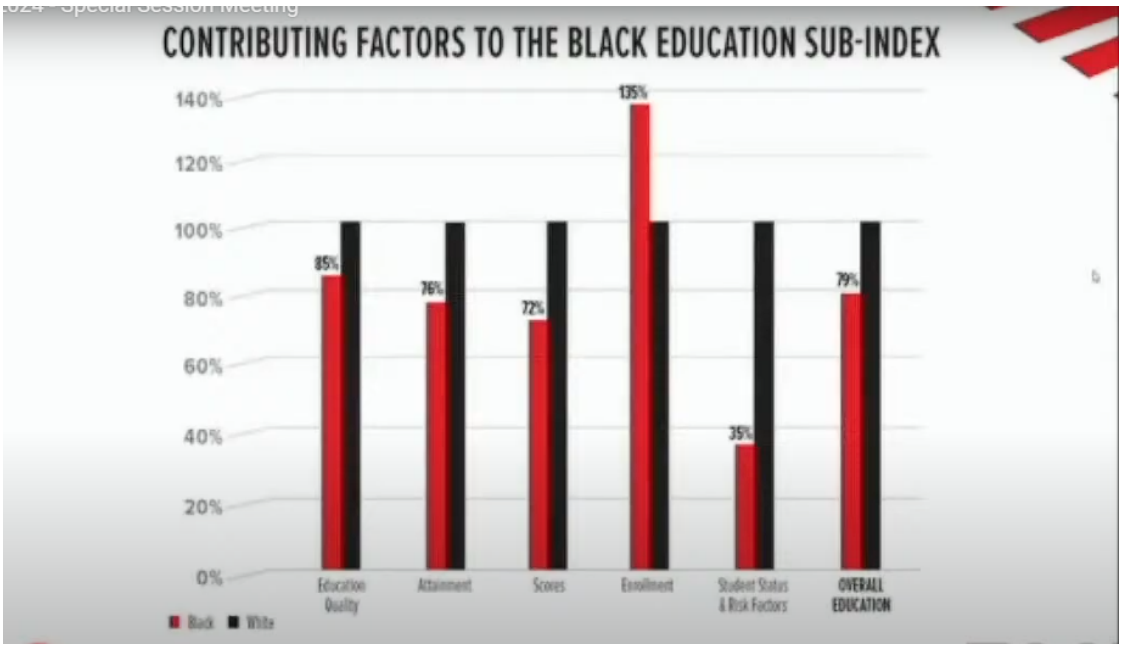
Then we look, you know, these are just some of the other sub-indicators you can see that contribute to the overall economic well-being or lack thereof of African Americans in this region. We look at the median—the earnings and household income. The poverty component as well, how many households are in poverty in the greater Kansas City area, extreme poverty. The poverty component is really quite challenging.



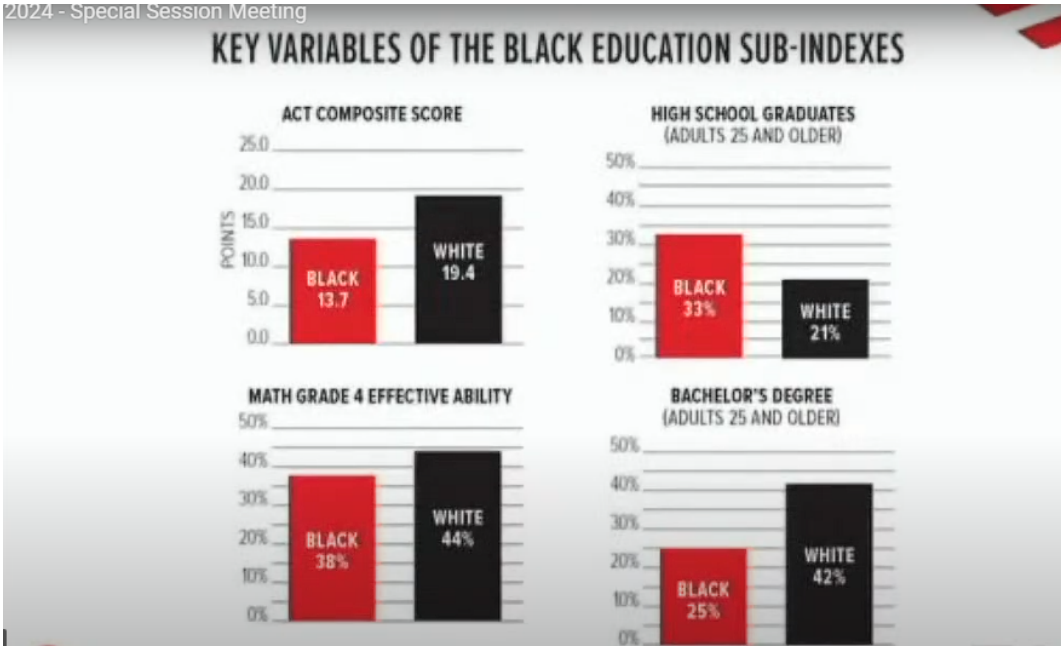
These are all in the book so you can kind of—I'm just kind of breezing along. Then, home ownership, access to employment, livable wage employment, life changing or transformative type

of employment opportunities. You see here the numbers of male unemployment rates and female unemployment rates of people of color and then, of course, youth unemployment. Those even—I think the key takeaway or learning thing here that I've seen over the years as we've done this work is that African Americans no matter what the state of the economy is, even in a full employment economy, we tend to be one to two times and during an inflationary period when we went through the great recession, we were three to four times more unemployed than our White counterparts. The full employment economy that we've been experiencing here for the past few years has been one to one and a half times more unemployment rate by comparison.

When we publish this we like to share recommendations when we're spotlighting outcomes. We also like to talk about what are some of the things that we can do to mitigate these challenges. Here we list—these are like bullet points here, but the full recommendations you will find at the end of Economics, that section in the book. You'll see the more detailed recommendations on how to address the economic disparities in Black Kansas City.



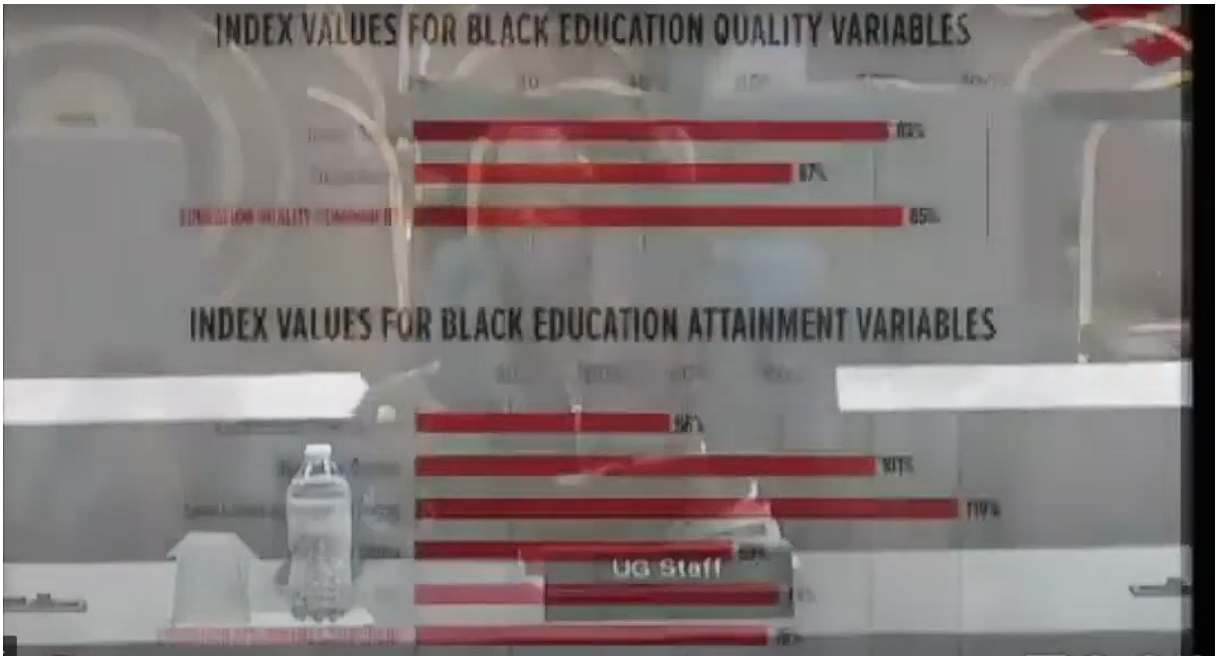
Then we'll move on to Education. We look at education quality in terms of teacher quality. Attainment is the ability—the rate at which African Americans persist through college, test scores, ACT test scores and the enrollment so we have high enrollment and then we look at student status and risk factors.



When we look at the ACT test, which in general has been in the past, prior to the pandemic most colleges and universities required an ACT test to determine college eligibility or admission to

college. The average score that is required or was when they stopped requiring it during the pandemic, they're no longer—many of them no longer now require an ACT score, but you still need one if you want to get access to scholarships. We try to encourage our students to take it anyway because it's also a good predicator of a student's ability to successfully matriculate college. These numbers are appalling and you know that the average ACT score for African Americans is 13.7 and it's 19.4 for Whites. Now, that's not a good score for Black or White. The basic number should be the—22 is the score that colleges and universities used to determine if you were eligible for full admission and a student presenting or applying with an ACT score lower than 22 could most likely be provisionally admitted to college and, therefore, required to take remedial courses. So, pretty much, you get out of high school, unprepared academically, you get accepted to college, but you're actually now paying college tuition for (inaudible) to complete your high school education for at least a semester or two, so the economic impact of this is also significant.

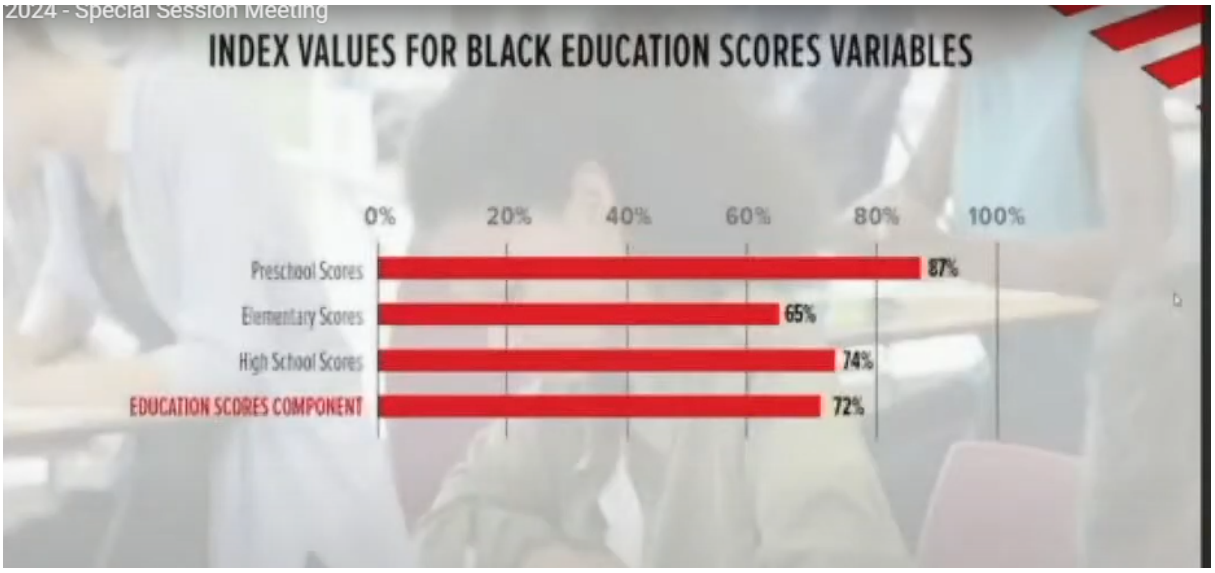
Then, you look at, you know, we do well in graduation rates from high school but we see a much lower rate when we talk about persisting through college for adults 25 and older. Then, this math grade for Grade 4, those numbers are also low. In the education section I encourage you to read that if that's an interest for you. There are several essays there that speak to the fact that for all students in the greater Kansas City area, and we did a study in our previous publication, we really—the theme focused more on education so we did a deeper dive there. The overall performance for kids in the greater Kansas City area be they in public school, be they in publicly funded charter schools is our academic outcomes are not good for any of them, but African American children are at the bottom of the academic well. We need to do a whole lot of work on education and we need to also address those disparity gaps in education at the same time. Everybody's education needs to be improved. We're in a global economy, a high-tech economy and our kids are not getting the best education irrespective of race, it's just we get the worst of that.



When you look at this one of the—you know we look at areas such as teacher quality as much a student attending school in a urban district. Public schools tend to have more teachers teaching who lack the credentials in the subject areas that they're teaching. That's one of the teacher quality indicators and far too often that occurs in public schools and especially schools that are highly populated with children of color and low income students. So those are some of the areas there. Of course quality is important. Students who are taught by well-trained, highly educated teachers who are certified to teach in the subject matter that they're teaching, who hold students accountable to high expectations and high standards who do not dumb down the curriculum, who teach to hold the bar high and expect students to reach it, the outcomes for those children academically are much better. What tends to happen in our schools is the dumbing down of the curriculum because somehow people believe that there's a correlation between poverty and the brain's ability to function, which is so not true.

There are data's that show that students, and particularly African American students, who are taught under these conditions equal or exceed the performance of their White counterparts. They have to have good teachers, good curriculum, rigorous coursework and that needs to be embedded in all schools. All children need to be taught in that manner so it's important to understand these things so that as in your role as public servants that you can be strong advocates for getting better education outcomes out of our public schools.

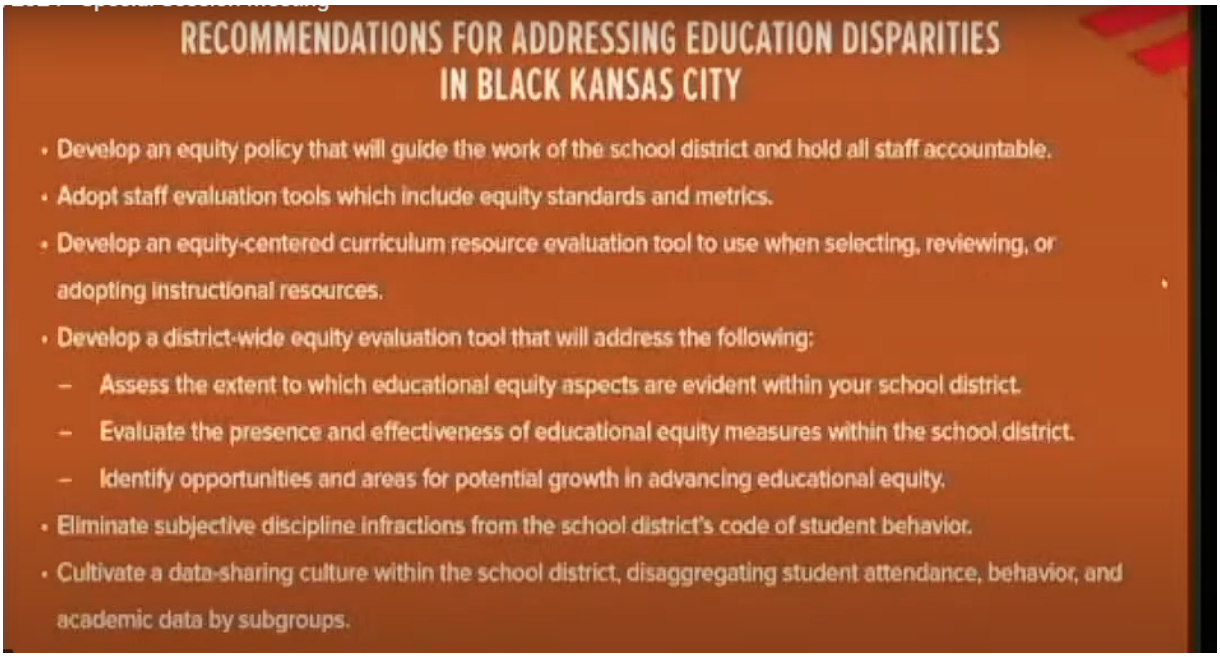
If you look at the education attainment that we talked about in terms of the number of students—people, I'm sorry, of color with high school diploma's and that Associates Degree, Bachelor's Degree, those numbers that are all tied to the attainment information that I mentioned previously.

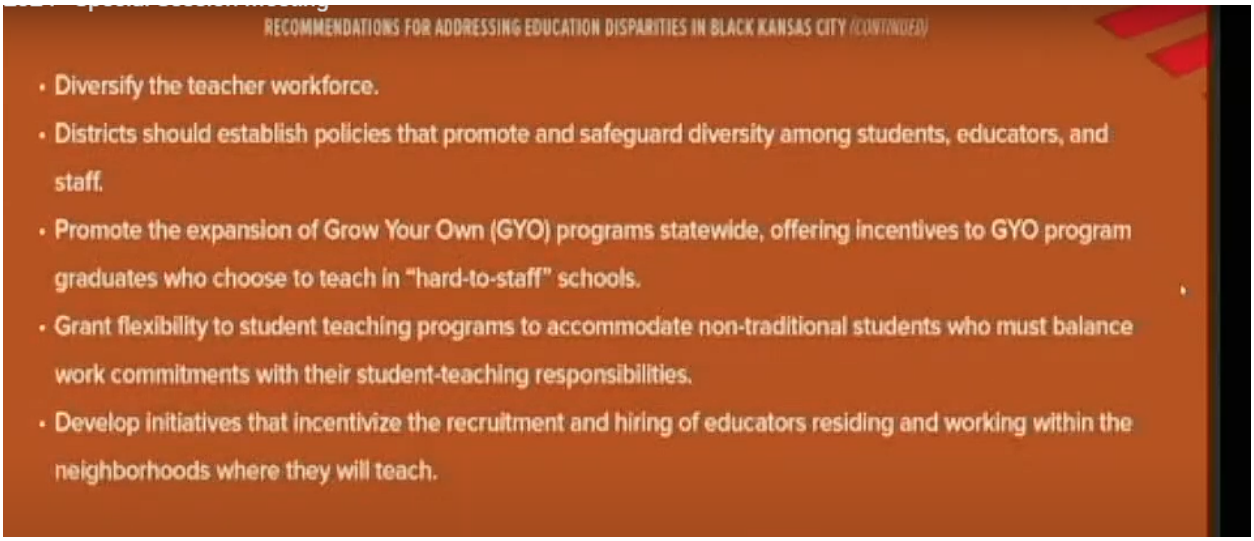


These preschool scores, elementary, high school; we're lagging in those areas and so early education is also another variable that is really important to improving the overall outcomes for children. We need to do a whole lot more pre-K work in our education systems and so we're really strong advocates for that. We operate a tutoring program at the Urban League every Wednesday, free tutoring, for students K-12. We do baseline assessments when the kiddos come in to begin their tutoring with us and post the pandemic we've been just really devasted by the fact that so many of our kids are arriving for tutoring three and four years behind grade level. The pandemic had a major negative impact on the academic achievement of our kids, so if there's anything you can do here at the Unified Government to invest in programming that supports tutoring in the community because the schools or some are overburdened. We do need to provide that support where we can, so we do that and we have large turnout engaged parents wanting their kids to improve and we need those community inputs to help with that.

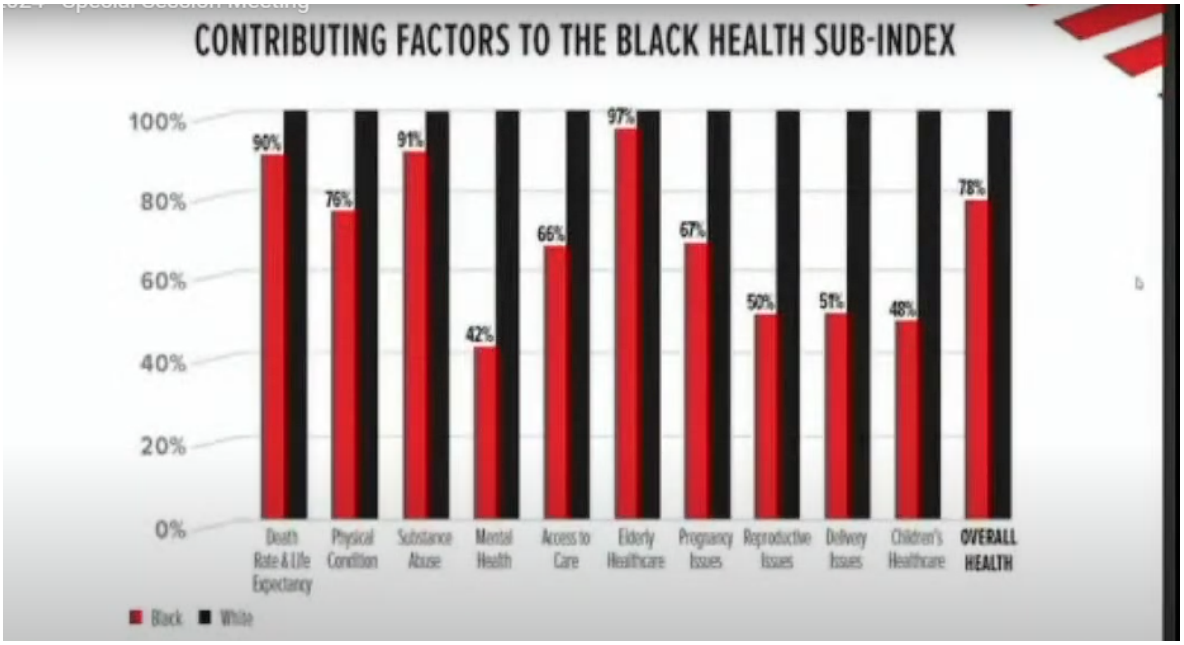
These factors here, the number of people—children living in poverty and the high school dropout rates, all these things we consider them to be risk factors. These are things that when you talk about poverty and how that can impact a household. You have a single parent or two parent

households with folks who would fall in the working poor category. What we find at the Urban League is oftentimes there's this assumption that people are not wanting to work, but we provide a lot of support for people that we consider to be working poor. They're underemployed. They're not earning livable wage income, they're struggling to make ends meet, but they're working. Then, because they're working more than one job, they're not able to be at home to provide the other supports that the children need to help with homework and all of those things. All of these risk factors impact the overall education outcomes, but poverty is a key indicator in that challenge.



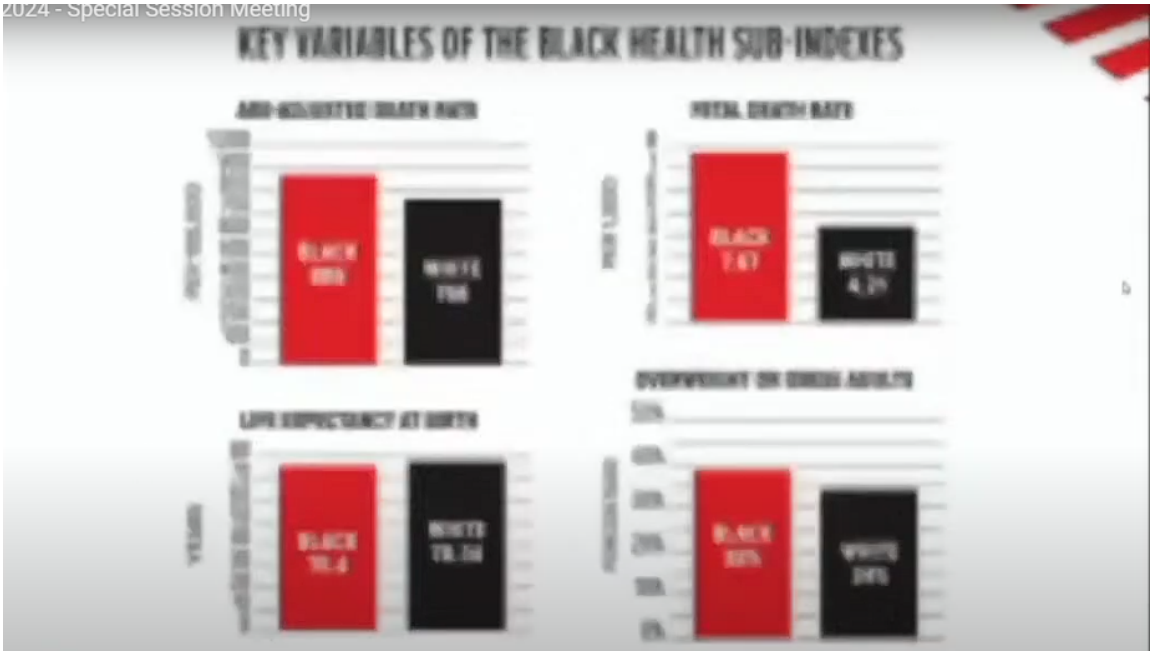


We have numerous recommendations for addressing education disparities. We have a couple pages of those, so take a look at those at your leisure. This would be great reading before bedtime especially if you have insomnia. I find it fascinating, but it would probably put some of you to sleep.

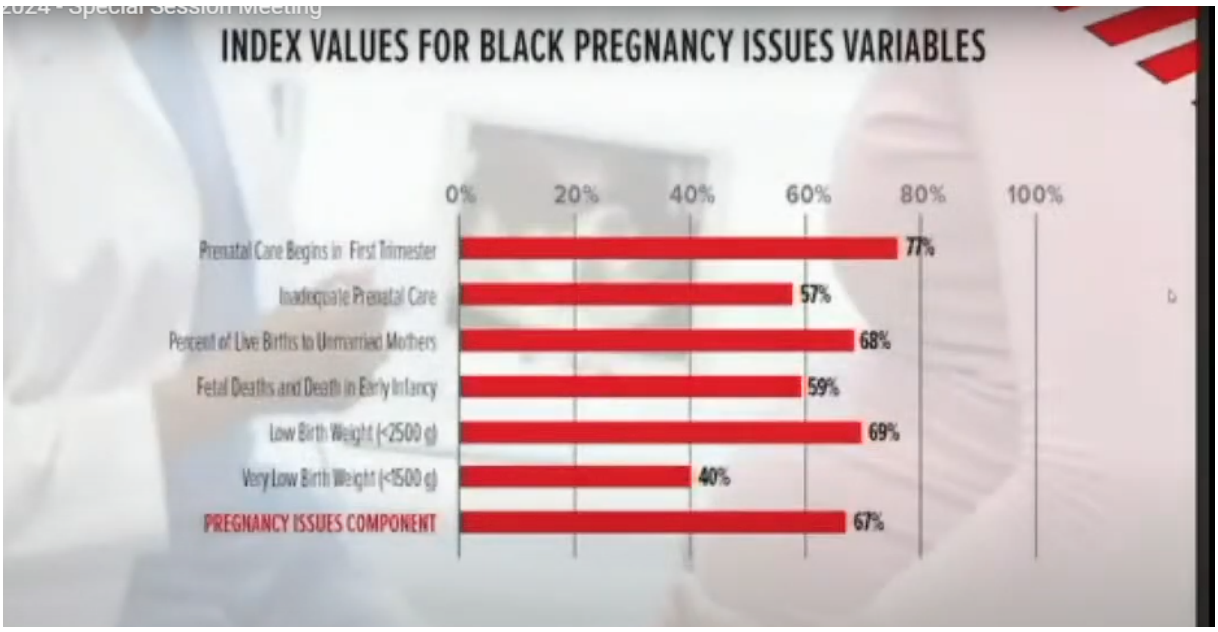


If we move on to Health, these are the contributing factors for the Health Sub-Index. There are a number of them there. We'll just take a quick look here. The same for the Hispanic community.

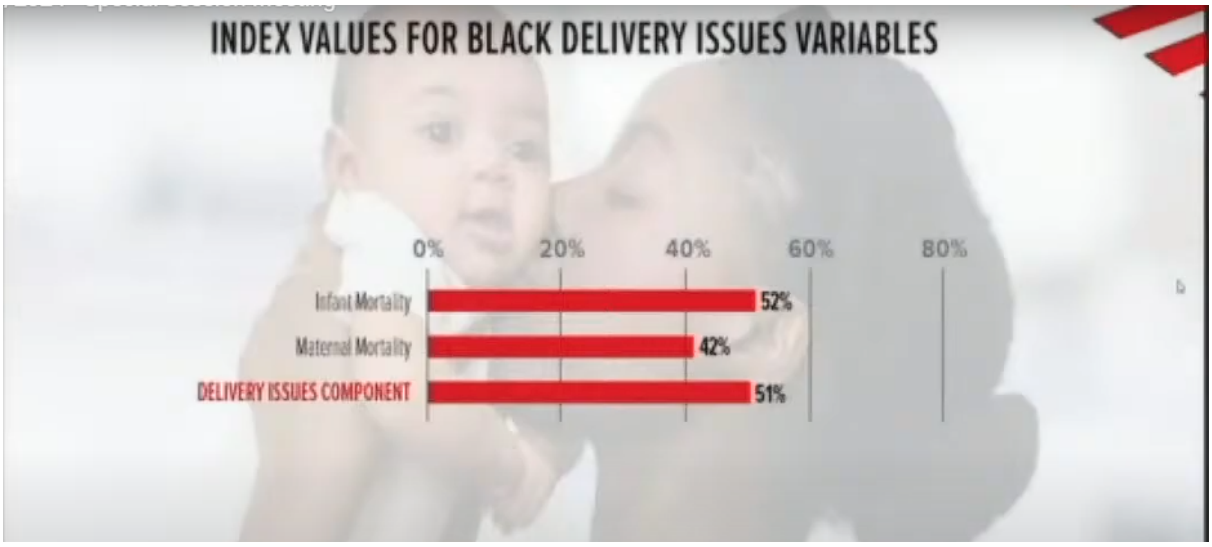
This is one area where overall health, the Hispanic community, outperforms Whites and Blacks in all these key areas.



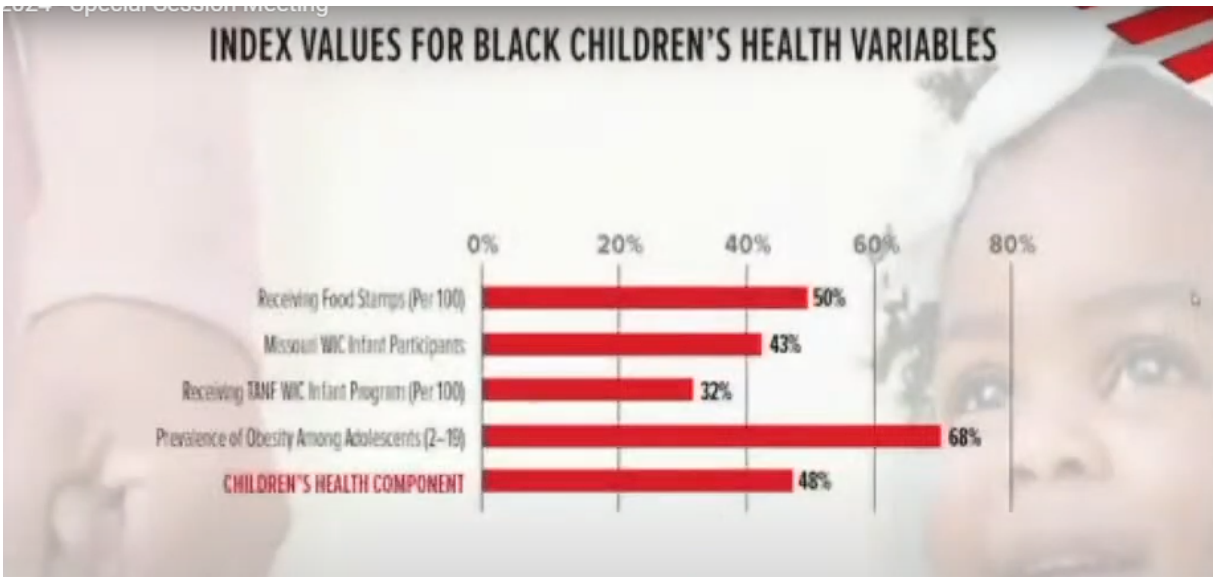
Some of the key variables we're looking at is the death rate, the fetal death rate, Black maternal health issues are a major concern for us and the fetal death rates we're looking to put a lot more emphasis on that to see how we can provide more support to assist Black moms so that we can address especially the maternal health issues. There's a lot of disparities in terms of Black women dealing with maternal health and a lot of it has been tied from research by the National Institute of Health that there is a correlation between poverty living in distressed communities, racism and all these things that contribute to the outcomes that Black women experience relative to health.



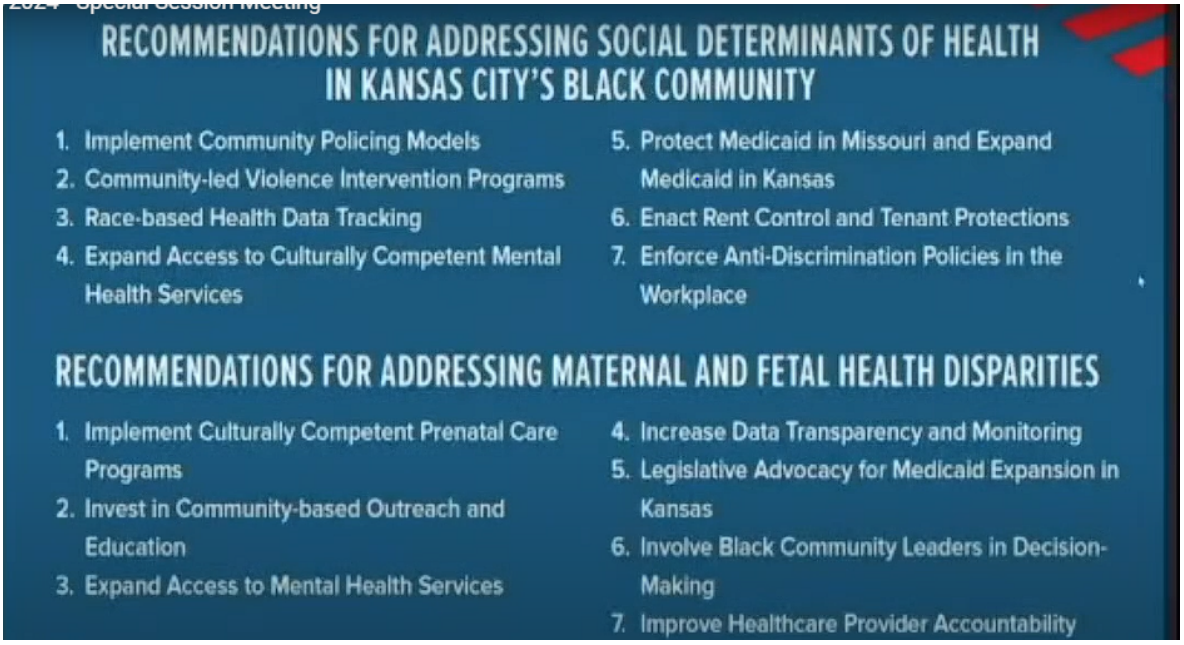
This looks at the Black Pregnancy Issues, inadequate prenatal care, low birth weights, all of those things. We need to do a lot more work there.



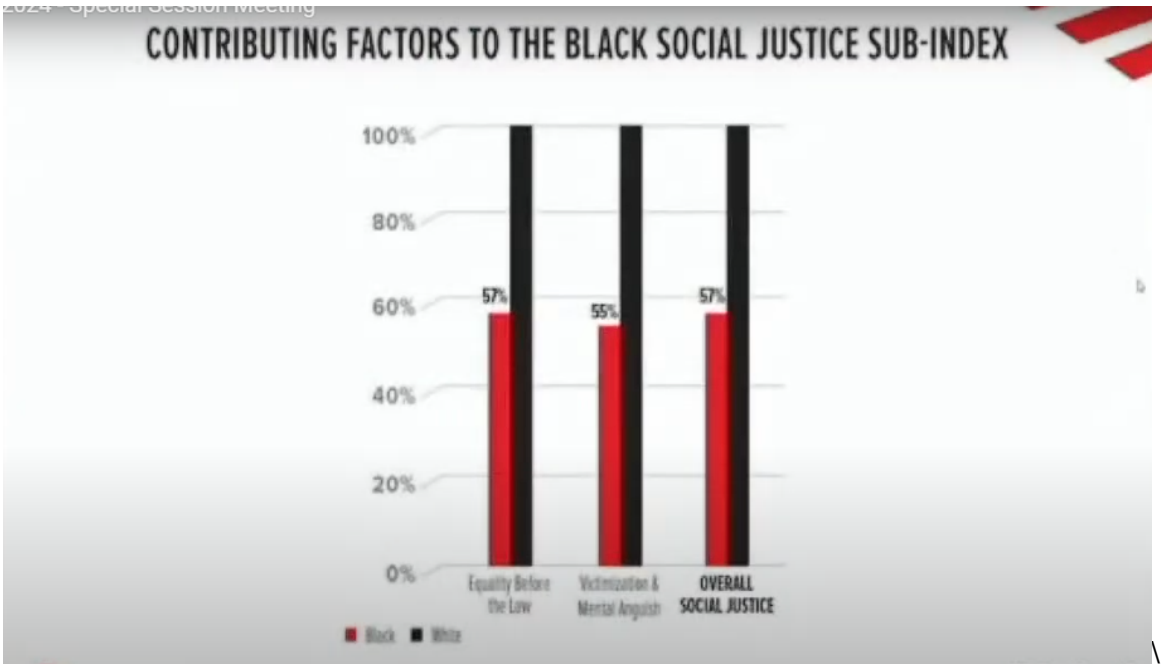
Delivery issues, the maternal mortality rate and the infant mortality rate.



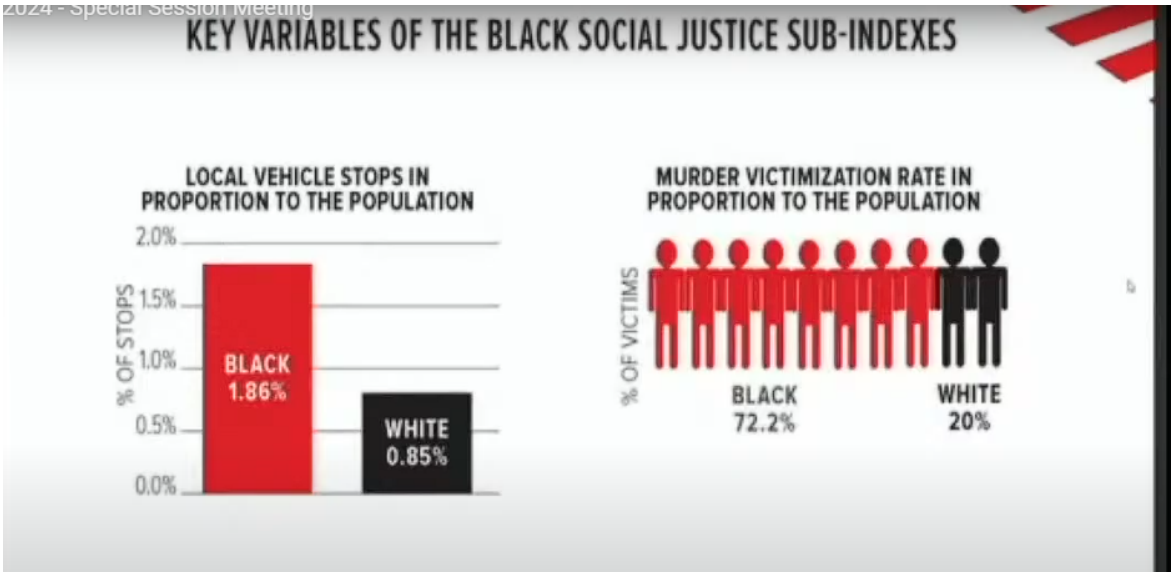
Our health for our Black children, the number of children here—you know receiving food stamps, it still gets to be economics and when I was sharing that longitudinal chart earlier and talking about how the least progress has been made in economics, well you know, in my view economics is the great indicator. When we achieve economic growth, then when you have financial means, when you have financial resources at your disposal then you can make choices, you have options, you have economic mobility. You can choose a better school, you can purchase a home, you can live in a better community. All those things are tied to economic growth, but neither of these economics and education are all—like can stand alone, but we need to make a whole lot more economic growth to catch up and to close this gap and it impacts everything else in terms of quality of life.



Here we have numerous recommendations around health and even specifically maternal and fetal health disparities.

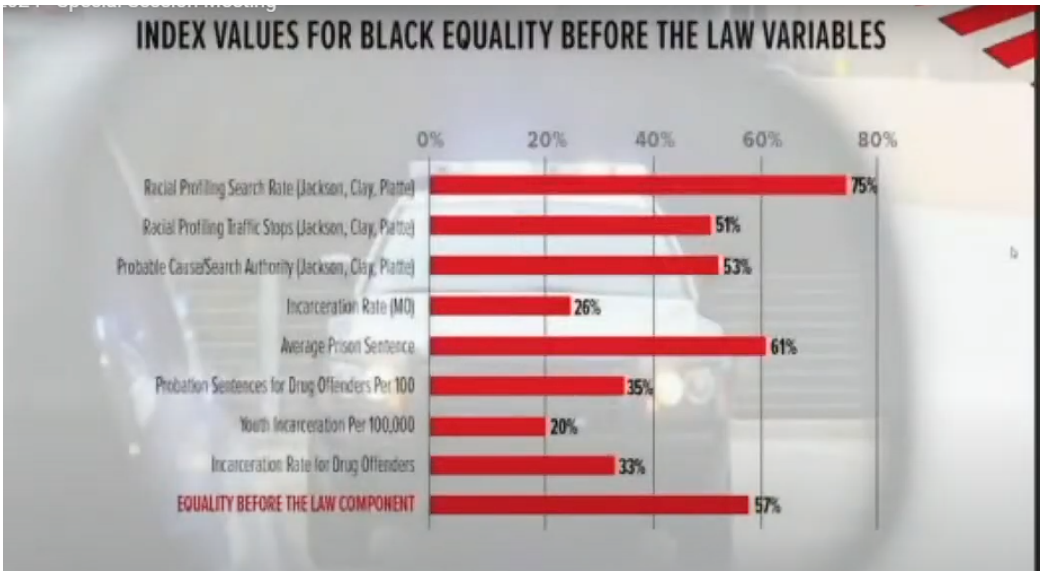


Then Social Justice, that's the other area where we have made the least amount of progress and we have seen a lot of regression and, quite frankly, when we've been doing this study locally since 2006 we did see, you know, after George Floyd and other issues, that situation did not improve when we completed this study for 2023. We look at two primary things here, equality before the law and victimization and mental health and that's the overall social justice factor.



The theme of this book is from redlining to chalk lines. The cost of economic injustice—one of the reasons that we took that approach that we went this route was because of the high rates of

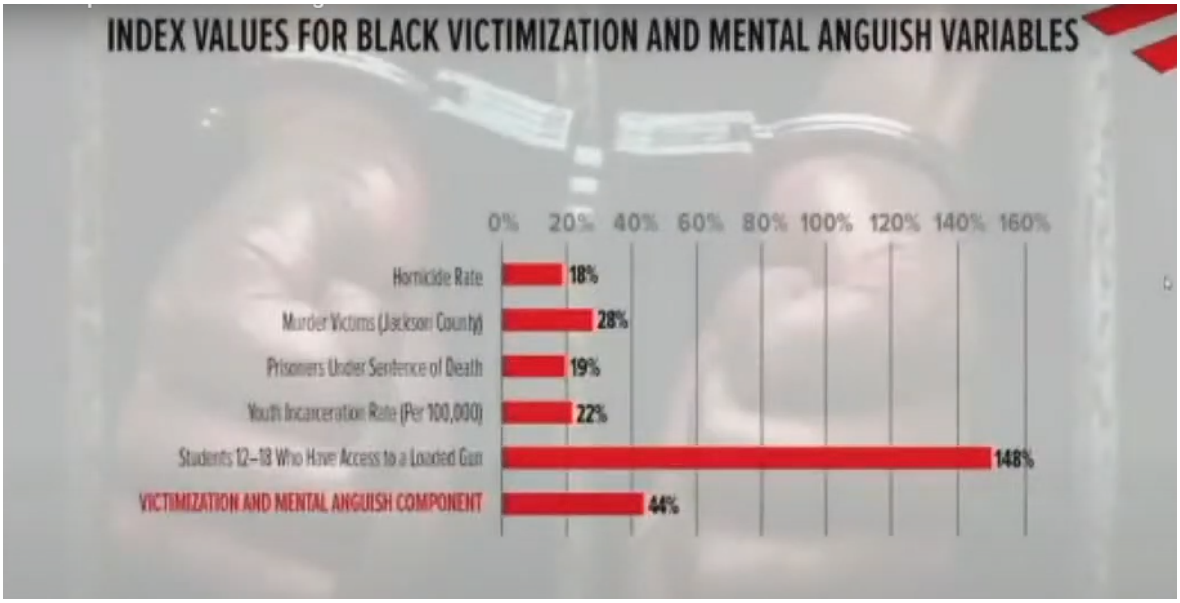
urban violence. We talk about from redlining to chalk lines to show the relationship between the economic challenges and the violent outcomes. I strongly encourage you to read about that because it'll certainly put that in context for you. Black people are not inherently violent. We're not born inherently violent. In fact you will read in here—there's an essay in here that speaks about a study that was done that shows that under the very same conditions, White people, the outcomes will be the same. When you lock people into enclaves of poverty and hypersegregation without opportunities to get out, then these are the outcomes of that. It's not something that's tied to Black people or those people. It applies to anyone who was trapped into adult situations, that's the outcome you'll get. It's important to still come back to how are we dealing with the outcomes of redlining and the policies that's been in place in this country for years.



Then we look at local vehicle stops, which is your racial profiling, but this murder victimization rate, you know, like you know people talk about there's so much Black on Black crime, well you know there's Black on Black crime in Black neighborhoods and White on White crime in White neighborhoods. It's not like Black on Black crime is something that's totally locked in with White people. It's about reading this and understanding history, understanding policies, understanding why we get that outcomes that we're getting.

When you look at this racial profiling rate, we're two-thirds, two to three times more likely to be stopped while driving. Traffic stops, the searching, the incarceration rates, is we're disproportionately incarcerated in both Missouri and Kansas. Disproportionately meaning that

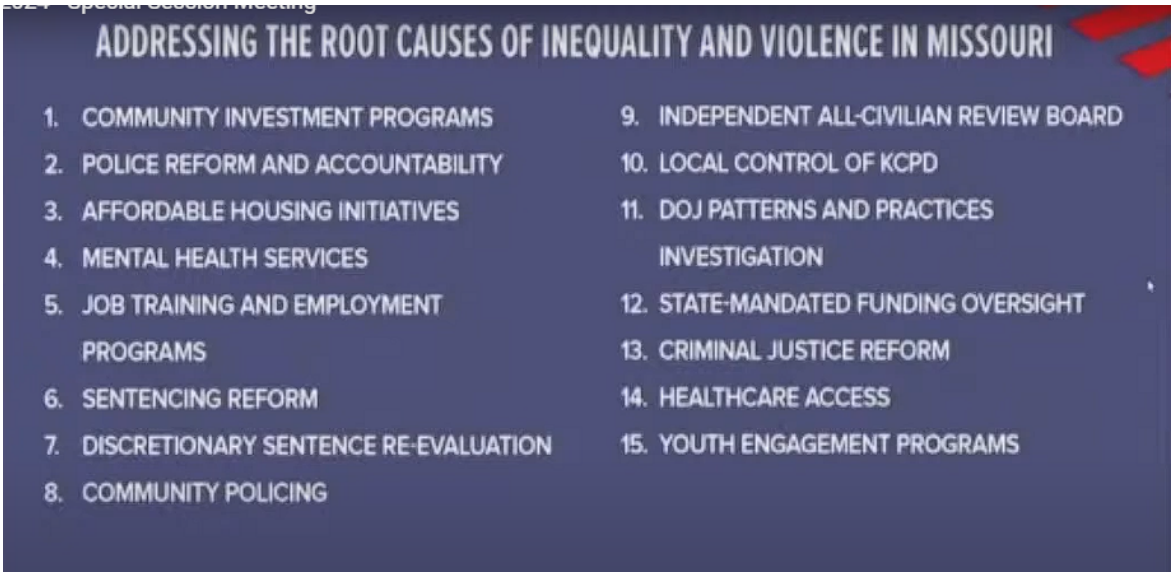
we're incarcerated at rates that exceed our share of the population. These numbers are just, you know, we've got a lot of work to do here in the justice and law area.



The homicide rates, the one that is most troubling, I don't know, do you all have concealed carry. I mean what are your gun laws because our gun laws in Missouri are just totally ridiculous. So, a juvenile can legally conceal and carry a gun in Missouri. **Someone** was inaudible. **Ms. Grant** said same here in Kansas. Some outcomes we're seeing with the gun violence in our community a lot of it is taking place—these are young people. These are a lot of juveniles carrying guns, assault weapons and they can legally carry them. **Someone** was inaudible. **Ms. Grant** said a rifle, okay, well according to our—the way I understand it, the juveniles can carry. They're carrying weapons and under 18 they can carry a gun that might not be an assault weapon. Is that the same over here? **Someone** was inaudible. **Ms. Grant** said same over here. **Ms. Grant** said the juveniles can carry. **Commissioner Lopez** said I believe the juveniles are carrying any weapon. I think you had to be 18 to purchase a shotgun or a rifle and 21 to purchase a pistol and I believe you've got to be 18 even to buy ammo. **Ms. Grant** said students 12 to 18 who have access to a loaded gun, now they're carrying them, they've got access to them whether they can legally carry them or not, this number right here ought to scare the pants off of everybody because you got folks whose brains are not fully developed, who cannot make sound judgment or decisions with weapons and you know can take a life. We've got to do something about that and it's a challenge because

the law in Missouri and Kansas does not—you know like the folks don't get the fact that in the urban communities we don't need all these guns.

Our legislatures though are pro-gun. I'm not an anti-gun ownership. I just think that we got to have—we don't need everyone walking around with assault weapons and on these clips that can fire off several rounds before you even know what happened. The young men that were involved in the shooting at the Chief's celebration, these triggers on these things like the guy was so sorry he didn't realize, but just the hair trigger and boom so many rounds have been fired. Now his life is ruined, lives have been taken, people have sustained injuries, it's just we've got to do something to control in that area.

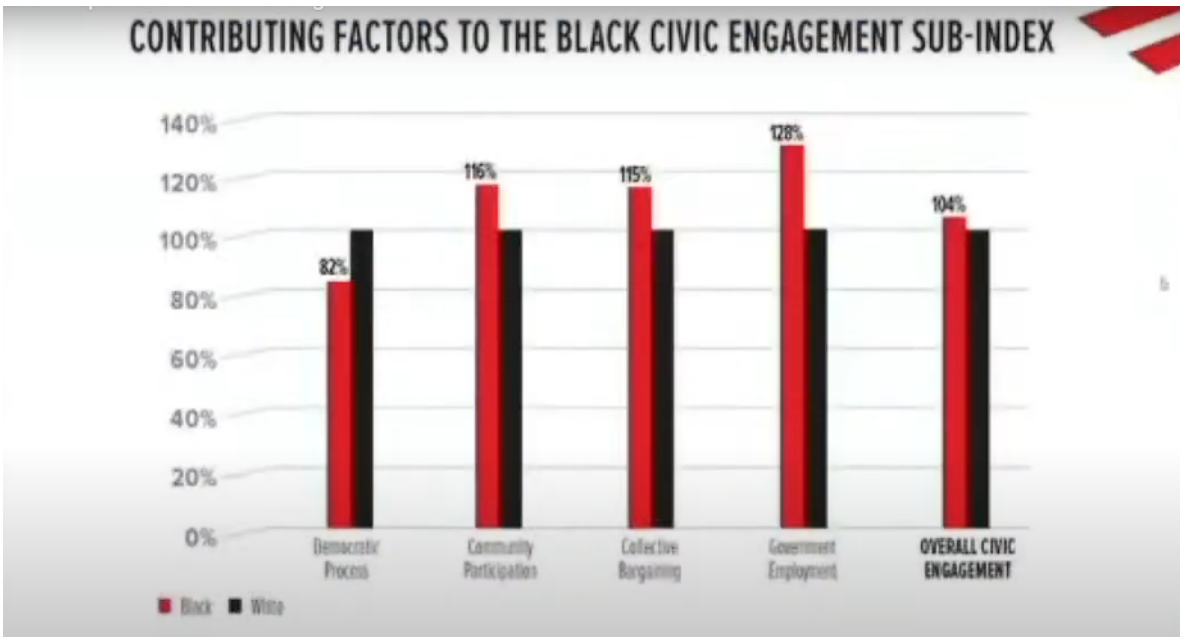


One of the things that we've talked about at the Urban League, it's not on here as a recommendation, but one that we're going to be digging into as we go forward is that we're not going to bury our heads in the sand and think that folks are going to stop this love affair they have with their guns. We certainly do want to do a better job of educating people about gun ownership, and the safety factors, and to lock up your weapons, keep them out of the hands of children as that previous stat shows, like they have access to them. So, how do we address that. We're going to give out gun locks and put them in backpacks and just make sure that they go home and that we're not showing judgment. We just want to get people to do better and to be safer if they own them.

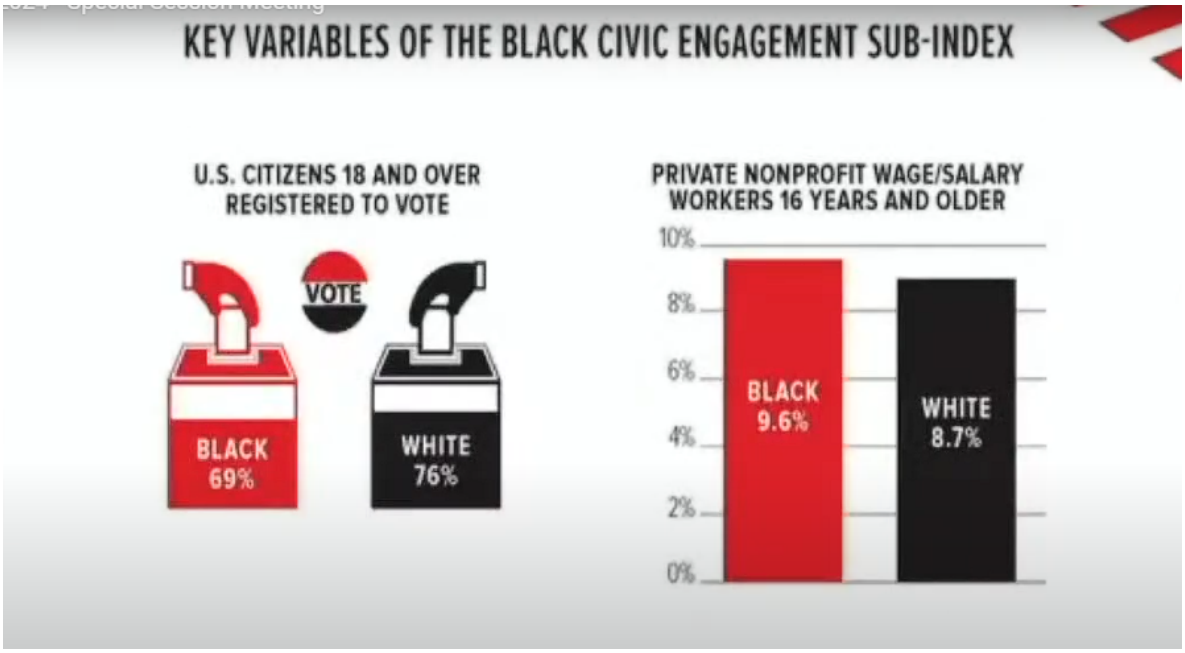
We also learned that a lot of folks own guns and they think they're storing them safely and then you find out when you probe a little bit deeper, they're really not. They think, oh no, my gun

is safe and then you ask where do you keep it, then when they tell you where they keep it, you're like and so you really think that, that's not safe. It needs to have a gun lock on it and it needs to be put in something that is locked up and then it needs to be out of the reach of children. So, all of those things and a lot of folks don't go that far so we want to do a little bit more educating around that.

These are some of the recommendations we have to address violence and to get to violence reduction you got to get to root causes and that's investing in stronger education, health, access, all of those other indicators addressing having livable wage jobs and ways for people to get out of poverty without feeling like they have to break the law to do that to earn a good living. There are a number of things, mental health support, all of those things here to address the root causes of violence and crime.



With Civic Engagement we look at participation in the democratic process, collective bargaining and government employment. Overall we tend to excel in these areas.



We look at the difference in terms of who's voting and then non-profits, wage earners, and we tend to be more likely people of color or employed in non-profit and government jobs, which as a whole pays less than corporate jobs.

These are our Civic Engagement recommendations and I think that wraps it up. We have the book. Any questions or comments?

Mayor Pro Tem Burroughs said, Ms. Grant, thank you for the presentation. It's very informative. At this time I'll open it for questions.

Commissioner Ramirez said thank you for the presentation. A lot of good information. It's good information for us to have so that when—for me specifically, as I go through and we make these decisions I can make them through a lens of equity, through an equity lens, so it's good to have this information.

There's two pieces that I want to touch on. One is education and that's my field, that's my career, what I do every day. The student population I teach are students with learning disabilities, specifically language-based learning disabilities. Most of our students have dyslexia, dysgraphia or dyscalculia and we know students with the learning disabilities are already underrepresented within our education system, but when you throw in being part of a minority group, I'm sure it is much higher. So, my question is—you know one of the things on the presentation about students who have disability and then education, but how do you believe that the minorities that go untested for learning disabilities is much higher. **Ms. Grant** said sorry, say that again. **Commissioner Ramirez** said the students who are part of a minority group and do you believe that a high percentage of those who go untested without getting diagnosed with a learning disability? **Ms. Grant** said yes. I don't have—I can't give you numbers, but I can tell you that we formed a

program—we have what we call a Parent Education and Empowerment Center at the Urban League. Our focus in that is to support parents with children with special needs and oftentimes we have to be the advocate with those parents to get the schools to actually assess the children and then to also challenge them relative to if they are on an IEP Plan or 504 Plan to evaluate that plan to make sure that child is getting the testing and the support that they need.

What we find is that—what I feel that the number of students who are being tracked, special ed like there's disparities there that maybe they don't all need to be tracked as special ed, but there's also certainly a challenge relative to those students who do have special needs actually getting equitably the attention and the support that they need.

Commissioner Ramirez said you also brought up another point to that. Not just in students or minorities going untested, but also those who are also under diagnosed and it happens. It's not just a minority, it happens to all racial groups, but it's shows because—I'll speak for my culture being a Latino. It's kind of when it comes to learning disabilities or mental health we kind of just push it to the side. We just say do your best, you can do it. We don't really take the time to take our children to go get tested from health or tested for learning disabilities because, again, it goes back to the societal and economic times that we're in and we're put in as minority groups. I just wanted to pick your brain on that because that's just me. That's my world, that's what I live with and work with every day and I'm very passionate about it.

The other point that I wanted to ask about and maybe Irene can help because I know her past and her work in our Hispanic group or community. Why was it that net worth was higher for Hispanics than it was for our African Americans. What is it in the metro where that percentage is higher and where the Hispanic community may be doing better in the net worth than African Americans. Is there reasons? **Ms. Grant** said I don't know. I think the data comes from both that they're looking at the exact same data sources are the same for both populations, so I don't know. I guess we'd have to go back and look a little bit closer and maybe compare what's happening, but it's probably in the home ownership areas where that's determined in wealth and economics. I'd have to ask the researchers to maybe—who could maybe unpack that a little bit deeper, but even on—like we have these outcomes from the national level, so even our outcomes tend to mirror so it's not just exclusive to Kansas City or the greater Kansas City area. It's on a national level as well that Hispanics are slightly outpacing Blacks in terms of overall wellbeing, but which one, I don't know for sure.

Commissioner Townsend said I look forward to reading the book. I had questions about how these statistics were derived and are they—is the methodology, not the numbers, but is the methodology the same that they use in the Kansas City area, the Urban League as you would use anywhere, Philadelphia, Texas, San Francisco? **Ms. Grant** said so, I'm sorry, I'll let you finish. **Commissioner Townsend** said you can start with that. Say some of the early stats, they were sharing disparities in housing, education, jobs. Where do those numbers come from? **Ms. Grant** said you can go to our website and we published the entire—for people who want to get down into the weeds and numbers. We stopped putting all of that in here because it costs a lot to do that, but all of the data that is condensed into this executive summary is available on our website, so can go in and it lists all the data sources. A lot comes from the census and other sources. As I stated early on in the presentation, the National Urban League worked with, I think, the company way back then was Global Insights or somebody. I'm not sure, you know, but they came up with the methodology and established a methodology for us to do the Black, White Index. The university—the research teams that we use locally use the exact same methodology. As they change awaiting at the national level, then our researchers change the way in here, but it's all done by economists folks with PhD's in their field and experienced researchers. We don't do the research. I don't do the research. We have those educators and economists and those people do the research and all the data, but we make it available publicly and so if you want to go to our site and if you Google—I mean if you go to our website and you click on this page, the index, the entire index should be there, so it'll show you every number across every category in the data source. **Commissioner Townsend** said okay. I think I will look into that. That's just interesting.

One of the last slides that you showed made reference to the gun violence and I just jotted down very quickly the 12 to 18 year old category access to guns and it showed 148%. What does that mean? **Ms. Grant** said here again that's what I'm saying that you go to the data sources on the index. It will show you everything that's tied into that to address that. But, basically, if it's 148 that means that over in our Black community those kids—that the percentage of folks with access to guns. What I generally do with the disclaimers—like I'm not an economist so I don't do the data. I don't do the research and I can certainly tie you to those people who can answer those research type questions for you. **Commissioner Townsend** said well, it wasn't so much about the source, but just what the information meant, 148% of what. I mean they're sad statistics, but what

they mean. **Ms. Grant** said I can't recall it, but in that thing like there's a—it's written up what it is and I just can't pull it up for you right now. **Commissioner Townsend** said thank you.

Mayor Pro Tem Burroughs said last question so we can get to the Chambers.

Commissioner Davis said thank you for coming over and for this presentation. It was very insightful. I was looking through you all's website and I was just kind of curious because I would hope that this wouldn't be the last time that we see the Urban League kind of active in our community. I know you all offer a variety of programs of various initiatives. Do you all offer any current programming in Wyandotte County or do you have Wyandotte County residents that are partaking in the programs that you offer? **Ms. Grant** said yeah, we have several students who attend Wyandotte County schools, attend KCK schools who come to our tutoring program. We have folks who come to the Urban League for employment assistance who live in Wyandotte County and we certainly—we have a young man on our staff who was involved in some of the community organizations because we're wanting to increase our presence in Wyandotte County. We can't afford to have a satellite operation here, but we do want to increase our outreach to get folks involved in some of the programs that we have particularly those—our employment programming and our education programming. The support we have for students and for parents. Our Workforce Development Program is very robust in getting folks employed. We focus on livable wage jobs. Missouri just passed the $15 minimum wage bill the other day in the election, but we have been focused on $15 as a minimum wage or livable wage so we do not refer people to jobs that don't have livable wage (inaudible). Our average wage displacement is like $19.60 some odd cents per hour. We have a Construction Workforce Program that we're trying to increase the numbers of African Americans employed in the construction industry getting them access to apprenticeship, getting them into the trades because those are high paying jobs and breaking down some of those barriers that have existed for years relative to getting into the construction industry and getting into the trades. It's been a big (inaudible). **Commissioner Davis** said that's great. **Ms. Grant** said we're trying to overcome those barriers.

Commissioner Davis said the last thing I'll say is we—a lot of my colleagues and myself have talked a lot about the importance of supporting minority-owned businesses, women-owned businesses, locally-owned businesses here, Black businesses and so I know we are going through

a study. I don't know where we are in that study to kind of see how we can right size all of those requirements, particularly as we do business as Unified Government, but then for economic development projects, but please do send those folks our way because we would love to continue to contribute and expand our economy particularly when it comes to those communities in need. **Ms. Grant** said we did a Making Black Businesses Better initiative for three years starting with the pandemic and the primary purpose was to prevent or to help keep these Black businesses from having to shut their doors during the pandemic. We provided services and support and micro grants for them for that period and I know there's at least one or two that are based here in Wyandotte County that have been in that program and that we have supported for several years even during that time. So, yeah, we do continue to do that as well. The brochure that you have just gives you the highlights of our programs, of all the programs that we offer and we certainly would look forward to an opportunity to partner with you to address the challenges that we face as it relates to equitable outcomes, how to get to equitable outcomes.

Mayor Pro Tem Burroughs said thank you Ms. Grant. We sincerely appreciate the presentation. I know if we had more time, it—I would ask if you have any questions, please reach out. Ms. Grant, if you have a card or a contact number, please leave it and make sure that the commissioners that have an interest are able to reach you.

That brings us to the end of our presentation this evening. With no further business to come before the governing body, I will adjourn this special meeting. Do I have a motion?

Action: Commissioner Bynum made a motion, seconded by Commissioner Ramirez, to adjourn. Roll call was taken and there were seven "Ayes," Townsend, Ramirez, Kane, Lopez, Stites, Davis, Bynum.

MAYOR PRO TEM BURROUGHS AJOURNED
THE MEETING AT 6:48 p.m.

_____
Monica L. Sparks
Unified Government Clerk

dt

CONSENT AGENDA ITEM NO. ____

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, NOVEMBER 21, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, November 21, 2024, with ten members present: Bynum, Commissioner At-Large First District (left at 6:37); Townsend, Commissioner First District; Burns, Commissioner Second District; Ramirez, Commissioner Third District (arrived at 5:41 p.m.); Hill, Commissioner Fourth District; Kane, Commissioner Fifth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District and Burroughs, Commissioner At-Large Second District and Mayor Pro Tem; presiding. Garner, Mayor/CEO, was absent. The following officials were also in attendance: David Johnston, County Administrator; Alan Howze, County Administrator; Angela Lawson, Interim Chief Counsel; and Monica L. Sparks, Unified Government Clerk.

Mayor Pro Tem Burroughs said before I call the meeting to order I want to announce that we have individuals attending remotely as well as on-site. All participants joining by phone should please mute their phones when not speaking to avoid background noise. During the meeting, please make sure you announce yourself by name and title every time you speak so the public that is participating knows who is speaking. This is critical given the number of remote participants and current guidance from the Kansas Attorney General's Office and please be sure to speak directly into the microphone to ensure your comments are heard and an accurate record can be made of this meeting.

Mayor Pro Tem Burroughs called the meeting to order.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, November 21, 2024, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for discussion of the draft UG Legislative Agenda. Roll call was taken and there were nine "Ayes," Townsend, Burns, Hill, Kane, Lopez, Stites, Davis, Bynum, Burroughs.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Pro Tem Burroughs said I would like to welcome all the members of our State Legislative Delegation who have taken the time to join us this evening. We are very pleased that you are here to have the important conversation between the Unified Government Commission and the incoming State Legislative Delegation about legislative priorities for the 2025 legislative session as we know what happens in Topeka can have a big impact on Wyandotte County. In the discussion tonight we value input from the Legislative Delegation. We are joined by Paul Davis, my former office mate, our UG Lobbyist in Topeka. Before I turn it over to County Administrator David Johnston, I would like to ask each member of the Legislative Delegation to please introduce themselves and the district they represent.

Legislative Delegation: Senator Pat Petty, District 6; Representative Pam Curtis, House District 32; Representative Lynn Melton, House District 36; and Senator David Haley, District 4.

Mayor Pro Tem Burroughs said thank you again for participating and being here this evening. At this time I will relinquish my opportunity to David Johnston, County Administrator.

David Johnston, County Administrator, said every year about this time we have this Special Session with our Commission and our invited guests, welcome everybody, to go over a Legislative Agenda that would be used next year and that's under the guidance of Alan Howze, Assistant County Administrator, and our Lobbyist Paul Davis.

Paul Davis, UG Lobbyist, said thank you Mayor Pro Tem and County Administrator. Welcome to our Legislative Delegation. Good to see you and I know you've been out on the campaign trail for the past I don't know how many months and you can catch your breath for just a little bit before you're back in Topeka. I do want to just mention for the record Representatives Ruiz, Winn and Oropeza send their regards. They are not able to be here this evening, but they have had an

opportunity to look over our draft agenda. We do have one new member of the delegation. Of course, folks are not sworn in until January, but Senator Elect Jeff Klemp is taking the seat that was formerly held by Senator Jeff Pittman. We're very sorry to see Senator Pittman not be in the legislature, but we're looking forward to having Senator Klemp in the delegation.

I think members of the Commission are aware the legislature will convene the second Monday of January. Leadership elections are going to be held on December 2nd and there are some leadership races, House Democrat side, also looks like a race for the Senate Majority Leader on the Republican side, but we'll know the results of those after December 2nd and then we'll convene in January,

Alan and I have tried to over the past couple of years make our agenda a little bit more compact and concise. You may recall that we used to have a very lengthy document and that document still does exist for historical purposes, but we've tried to pare down the agenda so that the members of the delegation have a good opportunity to know what the priorities of the Unified Government are as they do their work in Topeka. Today really is an opportunity for the Commission and the delegation to have some dialogue and I know that the delegation has had an opportunity to look at the agenda and welcome your thoughts or if there are things that are on that draft that maybe shouldn't be on that draft, please let us know. If there are things that are not on the draft that should be there, let us know. Also, if you have thoughts on these individual issues here, we certainly want to hear them and certainly want to hear from members of the Commission as well as to things that may want to change on the list. I think what we have done in the past is really kind of walked through the draft agenda and the items here, so what I might suggest that we do, Mayor Pro Tem, is we'll just go ahead and go through those items and really open it up for comments among the delegation and the Commission here.

Mayor Pro Tem Burroughs said before you get started, I'm having copies made so that the Commission members will be able to follow along with you, but you can go ahead and get started and we'll catch up.

DRAFT Unified Government 2025 State Legislative Agenda

1	Provide Funding for World Cup preparations	Appropriation
Provide funding to support preparations for the World Cup in 2026.		
2	Expand Medicaid	Legislation
The Unified Government supports expansion of the Kansas Medicaid program which will improve access to care for those most vulnerable in Wyandotte County. It is estimated that expansion would provide insurance for ~7,500 uninsured Wyandotte County residents who would become eligible for KanCare. It would bring over $64 million in new annual healthcare spending to Wyandotte County and create hundreds of new healthcare jobs.		
3	Allow Flexibility for Revenue Sources	Legislation
Cities should be authorized to approve revenue sources which best suit the individual community in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens. This includes special highway funds, local earnings/income taxes, property tax, e-commerce delivery fees, and other local taxes and fees. Sales tax exemptions should only be applicable to the state portion of sales taxes.		
4	Support Infrastructure Funding	Appropriation
The Unified Government is strongly supportive of state funding for a infrastructure needs. There is urgent need for funds to repair or replace bridges such as the Central Avenue Bridge.		
5	Expand Child Care Access	Appropriation
Strengthening and enhancing the child care subsidy program so that more families can access child care and more providers will participate in the program.		
6	Pay Prevailing Wage	Legislation
The Unified Government supports paying prevailing wage on public works projects and economic development projects where tax incentives are given. The Unified Government strongly urges the Kansas Legislature to repeal the law banning the use of prevailing wage on public works and economic development projects.		

Mr. Davis said first and foremost everybody is obviously very aware of the World Cup and what a significant event that's going to be for this community. The impact of economically is what I think some have referred to is 37 Super Bowls, so it's going to be pretty big, and the legislature has appropriated some money for World Cup preparations and those dollars are in a two year phase, so those dollars still need to be—they're budgeted, but they need to go through the process again this year. I don't know whether there will be any kind of additional requests that are made, but we've had a lot of dialogue with the Department of Commerce and others at the State about making sure that those dollars are going to come here, help us for transportation, law enforcement,

needs that we're going to have here, which are going to be significant. Any comments on World Cup dollars?

Representative Pam Curtis, District 32, said I can just share that part of the conversation was to do it in two years and part of that was to make sure that money was being spent in Kansas. So, I know when we return that's going to be probably top of mind just to make sure that the dollars that have been appropriated have been spent in Kansas and that will hopefully make the additional $18M appropriation go smoothly.

Senator Pat Petty, District 6, said I'll just add that I think the more specific that you can be about—I mean I totally agree with the issues that you mentioned, but when it comes to costs and specifically how those dollars would be expended when it comes like for infrastructure, for transportation as far as the Unified Government is concerned, I think that's really helpful for us at the State level as we work towards making sure those dollars stay there.

Commissioner Townsend said I have just a couple of questions for clarification. You mentioned $18M, that's the appropriation amount, and how much of that—or is that the real issue that would be allocated to Wyandotte County. Who would make that decision and when are they looking to make it? **Representative Curtis** said the appropriation actually goes to KC 26. It's part of KC 26's contractual agreement in hosting the World Cup in different services and things that they have to provide. So, since it's by State, when the legislature made the appropriation, they wanted to make sure that the money—and it's a total of $28M. It was $10M that was given last year and then contingent on that money having been spent in Kansas and an appropriation this year, there is I guess a commitment—would you call it a commitment Pat, for an additional $18M. Does that make sense?

Commissioner Townsend said just a minute, the last part you're saying—**Representative Curtis** said the last part is that it's a total of $28M, $10M that we appropriated last year as long as, you know, the money was spent in Kansas and the legislature agrees to appropriate the additional $18M, then it will be a total of $28M. **Commissioner Townsend** said I'm still not clear about how that money would be spent among the counties in Kansas. I know that Wyandotte County will have some role in hosting some of the events even on a practice basis for the team, so how will it and who will determine what comes to the various counties?

Mr. Davis said that money first of all has to be spent in Kansas. There was some initial desire among, I think, those on the other side of the border that we were just going to contribute to

a pot that could be spent in Missouri, but the legislature made sure that those dollars are going to be spent in Kansas. As Representative Curtis mentioned, KC 2026 Committee is really the one that is charged, I think, with developing the plan for how those dollars are going to be spent. The Department of Commerce will be very involved in that process as well. Those dollars are essentially housed over at Commerce before they go over to the KC 2026, but you know the County Administrator is a member of that committee and I know that they've had a lot of discussions about what the different needs are.

I think Senator Petty's point is a very good one. We've certainly tried to get this across that we we're going to have significantly greater law enforcement costs, we're going to have significant transportation needs in being able to move people from the base camps and we're going to need those dollars to help with those things.

David Johnston, County Administrator, said I'll also add that security is a major focus as well that I envision that KC 26 will allocate a lot of the funds of how do we get people from the airport to the Kansas side of the river. They'll look at it from getting how do you pay to get people from the Legends and the University of Kansas to other sites, to Arrowhead or at least to the State Line and then on to Arrowhead with Missouri dollars.

You've got the security, you've got so many other issues that KC 2026 has to do to support the FIFA event to making this happen. There really isn't local involvement in use of that money. It's an allocation to KC 2026 and they have the responsibility. Given the guidelines that the Kansas Legislature have given them, they may not be happy with them, but it is what it is and they're going to work within those parameters. So, they're working on the 30 to 50K foot level to make sure that at least the Kansas side of the region is prepared to handle the event and all the people and all that needs to be done to make this event successful.

But, yeah, two of the three sites are here in our fair state so there's got to be support to make those two sites very eventful for our visitors and for the teams and for our general public because we still got to keep life going normally for people who are residents here as well.

Commissioner Townsend said that's helpful to know someone close in Wyandotte County will be part of that, so we know where to go to ask more questions, more dollars.

Mr. Davis said I'll just note that Senator Petty and Representative Curtis are both appropriators. Senator Petty is the ranking member of the Senate Ways and Means Committee

and so they played a pretty big role getting these dollars and hopefully we can get the additional dollars as well.

Mr. Davis said I'll move on to Expanding Medicaid. I think with the results of the election most people are probably aware that the prospects of expanding Medicaid are not very bright, but Alan and I have been discussing this. I know that this has been a priority for the Commission and obviously a priority for this community and even though sometimes things may not have great prospects of getting passed, we thought it probably ought to stay on the list in a high priority position. I welcome any thoughts on that.

Senator Petty said I would totally agree. I mean we can only wish that would move ahead, but the chances are not promising. However, there are so many ways that—just as your notes have mentioned about the $64M, how it would impact healthcare in Wyandotte County, that it's important that the legislature continually be reminded of the impact for our county when it comes to providing healthcare and how that impacts the workforce and having good healthy workers stay at work and they're not a drain on the economy. So, yeah, when I looked through the list I got to number two and I immediately thought not going anywhere, but sometimes these things are important to just keep them as a reminder all the time.

Representative Curtis said one thing to note too is that we do keep funding things with our general dollars that otherwise would be covered by Medicaid Expansion.

Mr. Davis said I'll move on to Number 3. This is a place where I really would like some thoughts from the Legislative Delegation here. This has been a traditional part of our platform here just allowing flexibility for revenue sources and this kind of encompasses a lot of different things we've had discussions about. Earnings Tax that unfortunately has not gone very far at the legislature, but in terms of Highway Funds and I think in particular this year looking at the property tax discussion and I think this might be a good opportunity maybe for members of the delegation to give some thoughts about where you may see the property tax discussion going in 2025.

Senator Petty said I think there definitely will be brought forth again putting potentially a constitutional question out there that putting a cap on property tax growth per year. The Senator who chairs tax, who probably will chair tax again, that has championed this is back and I'm sure we'll move that forward. That is one tax issue. I think there has been and continues to be a lot of

interest in looking for how do we help specific populations to have some tax relief as well, which we have done, but last year the concentration was on other areas of tax relief. I do believe that this year there's going to be a lot of interest in property tax relief throughout the legislature. The big question is what is sustainable. I'm always concerned about what we do at the state level impacts what happens for us in Wyandotte County and that's a continual issue even though you are the closest to the residents and you hear from them the loudest before that cry comes to Topeka, you have to have the ability to provide the services. So, be on alert, that's all I can say.

Representative Curtis said I think there's a compelling story to tell though. When you talk about the shift that has caused the dependence on property tax and I think if we can tell more of that story that maybe we can further the discussion about what should we put in the toolbox, what are the tools that we give local government to fund local services and infrastructure and all the needs that are needed locally. So, there's over 20 years if you look at how many revenue sources the Kansas Legislature has taken away from our local governments, that really has kind of forced this dependence more on local property tax, so I think we forget about that. I think as legislators we need to be reminded like wait a minute, you know, you guys are screaming about property tax too and everybody wants to solve it, well this is what's kind of created it, so let's look at that toolbox. You know we can't just make local government totally dependent on property tax. We got to give them some other tools and you know in Wyandotte County, of course, we go back to a couple of things like earnings tax is an easy one because many of us have to pay that to support services in Missouri because that's where our jobs are. So, there seems to be like a fairness issue. It's like if 70% of the people that work in Wyandotte County don't live here, it seems like there should be a way for them to help contribute to that.

Anyway, I think there's a—if we like step back and maybe tell a bigger story, that maybe then you kind of get to maybe some tax solutions, so that's my thoughts.

Commissioner Davis said on that note, Representative Curtis, thank you for bringing that up. I just wonder if we can expand kind of this list. So one idea of what do we do about the private property where speculation is taking place all over our community, it's not publicly owned, it's privately owned. Can we look at a Vacant Land Tax or something of that nature that would incentivize those property owners to do something with that land because that has created a tremendous amount of issues for us locally where that speculation has created blight. It has created—it's made it very difficult for us to do beautification, it's made economic development

difficult, so I just wonder if it's not going to be an earnings tax or if it's not going to be property taxes, if it's not going to be Highway Taxes and if we're going to go revenue neutral, then how are we going to fund our government. How are we going to fund our share of our law enforcement and things and what have you, so I think if we can look at some of those other innovative ways. I know other communities have done something similar. We might be able to throw in some different tools to help solve this issue.

Senator Petty said I don't serve on tax, but all those issues all have a cost or revenue attached to them. So, like I haven't heard of a Vacant Land Tax before, so I do think that when there are issues like this that have been successful in other communities, that kind of information is helpful. If we're, you know, would consider moving forward on introducing a piece of legislation so we can show that it actually has made an impact in other communities across the country. I'm not sure—I mean there's nothing wrong with us thinking about introducing an earnings tax piece of legislation. We've done it before. As we all know it's just, as you mentioned, that's another tool in the toolbox as Representative Curtis said. It would not be mandatory. It would be discretionary for local units of governments to take it on if they wanted to have that happen in their communities.

Mr. Davis said, Commissioner Davis, your comment made me think of one thing I wanted to just point out for everyone. Recently there was a meeting between the local government entities in the big five counties. That has not occurred before and Mayor Pro Tem Burroughs and County Administrator and myself were at that meeting and that was a topic that did come up among a number of other topics, but I think there's some good that could come from those discussions. Everybody, I think, felt like there was a lot of commonality and if the big five counties would get together behind some issues and really put some muscle behind it, that we may be able to accomplish some things in the legislature. So, it was a very positive discussion in my mind.

One other thing I just wanted to note on this just so everybody's aware, these property tax discussions in the past have often centered around the Local Ad Valorem Tax Reduction Fund, LAVTRF, which hasn't been funded by the state for quite some time, but the LAVTRF statute was abolished as part of the final tax package that was agreed upon, so that is off the table for now.

Commissioner Davis said I also wonder if it's not a tax per se, what can we do. I know in Missouri they have a law where if you have just aggressively negligent private property owners that they make it a little bit easier, it's not eminent domain, but they make it easier for the

municipality or the county to take ownership of that. We have a Land Bank that is basically full of vacant lots. We don't have built structures, so a lot of the times that we hear from residents that are complaining they think oh, the UG owns that particular piece of land or that building with busted windows, which is not the case. I just wonder if maybe we can look at what Missouri has done to allow municipalities to work with the community to say we'll set a criteria and if you're a private property owner and you've had code violations for five years and you're not doing anything to improve and there's just no good faith effort for a very long time, what would it look like for us to take ownership of that and then put it to use. I'm particularly talking about vacant structures that we have all around our community that are privately owned that they're just not doing a great service to us in contributing to our tax base and really contributing to a higher quality of life for our residents.

Mr. Davis said I'll move on to Infrastructure Funding. We're in about the middle of the IKE Transportation Plan, which is a 10-year plan and obviously protecting the funding stream for that is very important. We all saw what happened to the previous 10-year plan, the T-WORKS Plan, which basically ran out of funding not even halfway through it, but it does look like the funding stream is hopefully going to be protected, but it's going to require continued diligence.

I do want to just make members of the Commission and the delegation aware that we had a meeting, Mayor Pro Tem Burroughs, Commissioner Bynum with KDOT Secretary and the Deputy Secretaries and had some very good discussions about the bridge issues here. I think that they are very interested and willing to be a partner and put some resources behind some of the things that we need to address the bridge issues. Obviously, the federal funds and the continuation of the bill funds is going to be very critical to that, but I'd welcome any thoughts on infrastructure.

Representative Curtis said I could go on forever on infrastructure. I mean everybody knows how impossible it is to get around in our area downtown and we just desperately need the help. I know KDOT is being helpful and we do have some dollars secured. They are going to fix I-70 that's closed. That'll be fixed and reopened. We do have the KDOT funds for the 18th Street Bridge rebuild. Unfortunately, it's going to be closed for two years and that includes the year during World Cup, which is a little distressing, but we're going to get a brand new beautiful bridge that's going to last us into the future. That's good.

I still see people trying to walk to get across the river and I know they're trying to get to work, especially over on James Street, and they are just walking in dangerous situations and we know that we had recently a death on the Central Avenue Bridge because there's not very many ways to get across the river. Like you have to find some structure to walk across and we are putting life and safety at risk and our infrastructure downtown just absolutely I would say needs to be a top priority and we can't do it alone and we have to emphasize that and we have to make sure that our federal partners are going to be there to help support it. When people say these are our bridges, meaning us Wyandotte County, these are our Wyandotte County bridges, we need to push back on that. These bridges have regional importance. These are bi-state connections. They move commerce, they move goods all across our regions. They get people to work and we have to be more aggressive about fighting for our infrastructure and making sure that people are not brushing us off saying oh, you've already got your allotment or you've already got your two bridges. No, this infrastructure means too much for our whole region and we need to fight for it.

Mr. Davis said I'll just note in terms of the federal partnership, Congresswoman Davids has secured one congressionally directed spending earmark and there is a second that is in the pipeline for the Kansas Avenue Bridge. She is very interested in that particular project. Congressman LaTurner who is going to be leaving office has also secured a congressionally directed expenditure earmark for the bridge that will go over the Union Pacific Railroad, which is a critical part of the riverfront there. Mayor Pro Tem, Commissioner Bynum, County Administrator, and myself are going to Washington, DC right after Thanksgiving to have more discussions and to meet with the US Department of Transportation as well.

Representative Curtis said can I say, just please let us know as the delegation anything we can do to help with those efforts. **Mr. Davis** said absolutely and thank you. I mean you've been vocal and I think the folks at KDOT have heard that and I think how receptive they were at the discussion that we had is a reflection of your efforts.

Mr. Davis said Expanding Child Care Access has been an issue. It's been on our platform. The legislature has made some strides on that issue. I think most of the discussion is probably going to be centered on just funding for the Child Care Subsidy Block Grant that's out there. But, any comments on childcare?

Senator Petty said you know Wyandotte County—Growing Wyandotte has been very active in trying to look for ways to expand access and to create more opportunities for affordable childcare in Wyandotte County. I would just say for us at the State level anything that the Unified Government can do to continue to work with those organizations here in Wyandotte County to look for new avenues. You know in some areas they are doing pilots, not in—it's not happening in the state of Kansas yet, but pilots where the employer pays a third, the family pays a third, and then the state or local government pays a third for the childcare. It helps with salaries. It helps—I mean just this week a presentation was made to students in Piper to give them an idea about what the workforce is like within childcare. You know it's multifaceted. One, it's too expensive. Two, we don't have enough available, and three, we don't have the workers. It's a crisis situation when it comes to childcare, so I hope the Unified Government continues to keep it at the top of their list.

Commissioner Davis said I wanted to bring up the Raising WyCo work and I know many of you on the delegation are part of that work as well. I was on a meeting yesterday where they talked about the Workforce piece which did include the presentation of Piper students and the hope is that pilot expands and that all of our schools and all of our students are getting access just—and exposure to the childcare profession and kind of dispel some of the myths about it and the value of that particular profession. Through our Community Benefits Ordinance there will be a draft, because childcare is one of the eligible expenses where we are going to look at what does it mean for us to put some fees that we get from developers to help childcare, particularly homebased providers that are licensed here in Kansas City, Kansas. It's a very, very complex and expensive issue and so we're trying to be both strategic, but also meaningful in that work so that we can do our part and there are other things that I think we can do here locally whether it's pre-permanent plans or looking at the different fees and things of that nature that childcare providers have to go through.

I know within that conversation with Raising WyCo, and I don't know all the ins and outs, but there has been some conversations on how we can better the relationship with the fire marshal and the state because they do a lot of the inspections. So, I think anything we can do to help there will be very beneficial.

Mr. Davis said we'll move on to Number 6, Prevailing Wage. I think most folks are aware a number of years ago legislature passed a law that banned the use of prevailing wage in Public

Works and Economic Development projects from local units of government. There have been bills introduced and I would say to the members of the delegation we would definitely want to make sure we get a bill introduced and see if we can get a hearing and get that moving. Some may look at this a little bit like Medicaid Expansion. That it's probably an uphill climb, but I know this has been an important issue for the Commission and for the community and I'd welcome any thoughts.

Representative Curtis said I would say that the labor unions have done an excellent job of trying to just go around and individually educate legislators on what prevailing wage and so I think they have made a little bit of headway in that regard, but it still is, especially with certain people, just as soon as you say the word kind of a non-stop. Most definitely we'll try. I mean we've tried every year and we will try again. I think—Commissioner Burroughs knows this very well, it probably won't go anywhere in Commerce and Labor, but if we could get a hearing in local government, because I really think it is a local government issue. It's like something that they used to have that we took away.

Commissioner Kane said okay, let's talk about Brownback is the one that jammed us. So let's just be really upfront and blunt about that. This has cost us more money and I work for a construction group and instead of our folks building businesses here in town they have to go out of town, out of state to build it because they bring these people in. How they pay them, they have a foreman, they pay cash and that foreman pays the individuals that are there, so we're not getting any tax money because of the cash that's out there. We literally paid for an independent survey that said what are the advantages of prevailing wage and what are the disadvantages.

We had a great big book, and Tom you were there and so were you Paul, and no matter what we did with that book it clearly spelled out that we're losing money and it's affecting our families. So yeah, Pam's done a great job, you guys did when you were up there on this issue. This issue is bigger than a little bit. It's sad that somebody has to go to Texas to do a job and somebody from Texas comes up and does our jobs for less than half price. They have no insurance, no benefits, no retirement, they have no apprenticeship program. Pam has really done a good job with this and you're right, it's a struggle, but it's one that we need to keep fighting for.

Representative Lynn Melton, District 36, said I would just like to say that on the flip side of that too, here we're trying to push apprenticeship programs in schools and I was on a committee yesterday as well as Representative Curtis and we were talking about housing and the

need for affordable and available housing. People don't feel comfortable buying a house if they aren't making a living wage, a decent wage, and so on one side we're saying we want you to buy houses, we want you to build our tax base, but on the other side we're saying go and do an apprenticeship program, but jeez, we're not going to pay. You're going to have to go to Texas or whatever to go to work and we need to all get together on this and be united with how these things work and how many different things that they affect in our community.

Mayor Pro Tem Burroughs said if I may, I would—you know given this plenty of thought and Commissioner Kane and Paul and the delegation we've all been through this on the prevailing wage and the angst we get from some of our member. I would—you know education is now starting to play into this. Our community college—well technical, we may want to look at carving some education policy and how we can marry those two and talk about how we raise the wealth in the community through our education prospects. It may very well be the fact that we have our community college is partnering with our labor unions on apprenticeship program, but they're pushing the certifications. We finally got them talking about an alternative to higher ed and putting wages out into the student body versus having to wait after a four-year degree and then pay all of that off. It may be we might have an opportunity through an education program to do that.

Commissioner Ramirez said I want to thank Representative Melton for mentioning affordable housing. We can have prevailing wage. We can have all the workforce we want, but if we don't have the housing stock and the housing supply and affordable housing isn't just for the "unwanted" in our neighborhoods. Affordable housing is for anybody and everybody who can't just go out and buy a home. It's not years ago where that was the dream. That was the ability, but now how the economy and how everything has come out to be. Affordable housing is important and, again, I will reiterate how affordable housing is for anybody and everybody, not just for those that we see unwanted in our neighborhoods.

DRAFT Unified Government 2025 State Legislative Agenda

7	Increase Funding for Mental Health and Psychiatric beds	Appropriation
The Unified Government supports full state funding for mental health services, including additional bed space for psychiatric patients. This will reduce the number of people with behavioral or substance abuse issues who are inappropriately incarcerated in county jails or who end up unhoused. This includes expanded State of Kansas mental health facilities that are backlogged.		
8	Support Funding for Unhoused	Appropriation
Provide state funding for permanent supportive housing, supportive housing for youth that age out of foster care, and emergency shelter. Increase state funding for services for unhoused such as health and housing navigators and social workers. Support the development of a statewide plan to address homelessness - both the amelioration of suffering and the expansion of housing.		
9	Protect STAR Bonds	Legislation
STAR Bonds have proven to be one of the most effective economic development and job creation tools in the State of Kansas. The Unified Government encourages the Kansas Legislature to continue a workable STAR Bond policy with maximum flexibility and without unnecessary restrictions.		
10	Support Public Education Funding	Appropriation
The Unified Government supports the funding formulas for public education, which provides vital funding and an even playing field for children in Wyandotte County. Fully funding special education would reduce the burden on local taxpayers and provide increased services to students most in-need. Restore a higher state funding share for capital projects to help modernize school facilities.		
11	Legalize Cannabis	Legislation
The Unified Government supports de-criminalizing marijuana, removing the felony charge for a third possession, and lifting the ban on sale. Marijuana sales should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds. Cities should have the ability to opt-in to allowing dispensaries in their city, and the cultivation and processing of marijuana and THC should be limited to licensed facilities.		
12	Expand Treatment and Harm Reduction Approaches for Substance Abuse	Legislation
The Unified Government supports expanded state funding for substance abuse in-patient and out-patient treatment		

Mr. Davis said we'll move on to Mental Health and Psychiatric Beds. This is also something that has been on the platform for a little while and I do want to point out that the state has made some strides in this area. There are two new psychiatric hospitals that are coming online, which should hopefully relieve some of the backlog that has occurred at Osawatomie and Larned, but I think we all know that there are certainly lots of unmet mental health needs that are out there. I'd welcome any thoughts on this area.

Mayor Pro Tem Burroughs said I believe we've seen the legislature appropriate north of $60M in the last couple of years towards mental health services and I would hope that those at the

highest need either by NixCode or by population in need that we would be at the forefront of some of the funding available for that because we do have a tremendous need and maybe our homelessness situation might assist us in moving to the front of the table.

Commissioner Lopez said I just wanted to add my dad was a Kansas City, Kansas Police Officer for 35 years and I think Commissioner Stites can probably attest to this too, but my dad always said that we seem to put the mental health on the back burner. So, whatever funding that we can get available is always great. I'm definitely for that.

Mr. Johnston said I guess I just want to add that during our last budget process we found out that this is an issue facing our County Sheriff and his was the most interesting budget that we had to go through because he doesn't have a choice whether or not they're incarcerated or not. He has to handle a lot of mental health patients because we don't have mental health capacity in the hospitals. Then it becomes a local government finance issue and as we are looking at capping how local governments get funds, you have to help us have relief for things that are putting pressure on our budgets that are really non-negotiable like this thing. If we have to house them, we need to have funding to provide that service or conversely you expand the state capacity to handle it so we don't have to absorb that expense. It's one of those things that can't be divorced from an earlier option about allowing us to have revenue streams if the state legislature has this expectation kept on our shoulders. So, I think that's an important point we don't want you to lose as you talk to your colleagues in Topeka.

Commissioner Davis said very briefly because I know we have some other stuff to go through. My wife works in the mental health industry and this is something that we regularly talk about. One of the things we may want to add for language is education and building up the pipeline of psychiatrists and social workers and counselors because similar to the childcare issue, if we don't have qualified people to administer the work to those that are in need—we can build all the facilities we want, who's going to work there. Who's going to put in the work and take on a very, very difficult caseload that, quite frankly, a lot of us in this room would say I'm good, I don't really want to do that. So, I think some sort of Workforce component as well as housing component will be very, very important to that particular item.

Representative Melton said in talking to colleagues in Topeka, often it comes up, well you know, I say well we need this and we need that and we just don't have funds and it keeps coming up are you guys applying for all the grants that you need to. Sometimes I wonder—I mean

I think at one time, Administrator Johnston, were we going to do a whole Grant Department or something? I just want to make sure we're not leaving money on the table.

Mr. Johnston said first of all, our departments are scouring their programs that they're eligible for. We still have that on our priority. Unfortunately when we went revenue neutral, some things had to go by the wayside till the next fiscal year budget process and unfortunately that was one of them.

Mr. Davis said I might also mention that Congresswoman Davids did secure some funding for some mental health programs that we're administering here.

Representative Curtis said I just want to echo, I think Representative Melton brings up a really good point, because as we get those notices and I look through I look to see who in Wyandotte got awarded and there are a lot of grant programs out there and I don't think we are taking advantage of all of them. Not just in this area, but in all the areas and that is so important because we're leaving money on the table and it's just going to other communities and so we need to be a little more aggressive on that. You bring up a really good point.

Commissioner Kane said okay, if we get one grant, it pays for their wages, so I don't know why we would not go and try to hire a grant writer because we're not losing thousands of dollars, we're losing millions of dollars. I think that should be a major priority for us here at the Unified Government.

Mr. Davis said I know there's going to be some discussion on this next one, Support Funding for Unhoused. Last year the Governor put $40M in her budget for a Local Match Program that would help support sustainable models for the unhoused and unfortunately I think that was an opportunity that we missed and it didn't get through the process. There also are a variety of policy discussions that are going on around the unhoused at the legislature. There's been a special committee that's been looking at that, but everybody I'm sure is well aware that this is a significant issue in this community and so I welcome your thoughts.

Commissioner Ramirez said I welcome any and all ideas and assistance from anybody for this issue. It is, as I've always said and I'll continue to say housing is a human right. Everyone deserves a house, everyone deserves the ability to live. How you get there, and this is my personal opinion, how you get there and how you get that house does not matter as long as you have that right taken care of. We have amazing organizations in Wyandotte County that do amazing work

to advance this work and try to do their best, so I do support this, support increase in funding to local governments and local municipalities for us to be able to come up with ways. Then, for us as a body, we come together and then we look at best practices. What are other municipalities doing to handle the situation because they are still human beings, they still deserve everything just as we do and so I support us finding any and all avenues to be able to—it's a very tough issue. It's not going to get fixed with one thing. It's a multifaceted issue where it's going to take some time.

Commissioner Davis said I'll say very briefly I wonder if we're being too narrow with this approach because the housing issue isn't just for those with severe issues. Workforce housing—when we think about housing for families, housing for those that are returning citizens that are recently incarcerated, I wonder if we can come up with more inclusive language. Maybe a variety of housing options that can include wraparound services, that can include Workforce, that can include all of those different needs because, yes, we need that, but we also need a list of a variety of options.

Commissioner Bynum said just to this point, first of all Commissioner Hill has done the most work of any of us on this topic and has reports ready to go—work with her coalition to bring about some local solutions for this. Yes, obviously, we need the Supportive Housing, the Supportive Housing for youth that age out of foster care, emergency shelter, we need all those things. It's my understanding what the Governor proposed last year had some pretty serious strings attached to it. If a county were to tap that money, then the county would be obligated to enact some local ordinances that were less than kind. **Mr. Davis** said those were added by the legislature. They weren't a part of the original. **Commissioner Bynum** said if there were an opportunity to expand whatever state funding would be available, all of this is needed. What I don't know is what we really need is our Kansas City, Kansas Housing Authority to play a larger role in providing affordable housing and what I mean by that is we need more Housing Authority units than we have. We already know there's something like a two-year waiting list for KCK Housing Authority housing. What I don't know is there any correlation between that state level funding. I simply don't know if there's a relationship there. That's what we need is our Housing Authority to be able to develop more affordable low-income housing to help this population.

Mr. Davis said I do want to note Number 16, which is the last item on the agenda, is about Housing so we will talk some more about this.

Commissioner Lopez said I want to kind of say that I've been a little narrow-minded towards this at some point. You know I've worked hard for everything I've had. I've never had help, you know, just done everything myself and I see some homeless and I'm like go get a job and earn it, but then within a month, about a month span, I've come across two homeless guys—and I think the mental health that we talked about is going to come into play too because there's these two homeless guys I came across that were like Picassos. They were sitting there with a shopping cart and you could tell they were homeless, but they—and this was different times, but they had like their big art book, whatever you call that. I don't know, it's a real big page and just them free handing drawing and painting. I was in complete awe, like why aren't you in art school, why aren't you—I wanted to ask them what are you doing here, but then I could see where there's some kind of a mental health issue where some people are just so—I don't know what word to use, but they're just so—everything about art, but everything else doesn't matter. They don't know how to budget or they don't know how to live like we live and work and whatnot, but just to see their art I was in complete awe and I'm like I need to not stop. I need to stop being a little narrow-minded about homeless and look into this harder.

I mean I know that there's probably some drug abuse on some occasions and stuff, maybe we read through that kind of stuff, but I think that the mental health funding would kind of come into, you know, they can kind of join and come in together with this.

Commissioner Hill said I am just so excited about the possibility of getting some funding for the homeless, and I think like Commissioner Lopez just said, there are a variety of cases for the homeless here. We can't just put them all in one box. We've got kids coming out of foster care homeless, we've got kids in school right now homeless. They live with their parents and their parents are homeless. The parents are couch surfing and then we have those that are chronically homeless. It's just a variety of different scenarios. We have veterans that are homeless. They're too proud, they don't have enough money and they're too proud to get help plus they have in many cases the mental illness piece. So the opportunity to acquire some funding for the unhoused just to me is awesome. We need a shelter—I work for a couple of organizations that literally was trying to help the homeless and there was nowhere—how is it okay for mom and the babies to live in a car. How is that okay. So, I just think as we move forward this is a great opportunity to collaborate together, let's figure it out. Let's get that funding done.

I love what Commissioner Davis is saying about connecting that with Workforce. That's awesome, connected with Mental Health Services, awesome, Physical Health Services, we can do this. I just think it's a great opportunity for us to move forward with the funding and may I just ask that all the tough strings that are attached they can't do this, they can't do that, they must do this, they must do that, let's try to figure out a way where we can really help people without choking them along the way, so that's a nice way to say what I'm thinking.

Senator Haley, District 4, said I'm wholly contained where we are right now in the core of our county and as we reach out for what I think will be universal for support, or what seems to be universal support for getting state assistance, some of which they'll be push back for. Remember that we are predominantly a rural state and there doesn't seem to be the level of sensitivity for applied assistance to those who might find themselves unhoused, homeless, whatever the vernacular might be. There will be a push back. I'm sure that most of our delegation will be pushing for that as well as the mental health component because they are intermarried.

I bring this up because I am vitally concerned that there is a plan that if and when these funds are received that that plan is here we walk through or I walk through daily inside of my district, inside of our county, this area here where we are. I'm not going to point out specific blocks or businesses that are affected or disaffected by those who are underhoused or who are struggling economically and perhaps mentally, but it's becoming increasingly chronic and it's a concern for downtown. It's my concern for downtown that reciprocally as we try to find and continue to garner funding from whatever sources from Topeka or from wherever, that there's a comprehensive plan for addressing how we do housing or how we do address from the Unified Government some that are having those difficulties because it is having, I think, a detrimental effect on some of the growth that we see downtown.

I hear all the time from small businesses, large businesses alike, and as we all know as the weather gets colder here I think we're all breathing a little bit sigh of relief that we will have a warming center when it was in a state of flux that 550 State would not be reopening, but now fortunately we do, we stave that off. So my plea, Mr. Chair and members, is that as we look for this funding that we look at this chronic issue that frankly is a concern of mine because I want our downtown to grow. I love what's happening at the Legends. I love the effect and I don't disparage any part of town, but we're having some serious issues with people on the street who don't have a place to live and who sometimes are wrestling with social issues and mental issues. I hope the UG

will apply this funding that I know, I shouldn't speak for all of our delegation, but I think most of our delegation will probably be supporting to try and bring from Topeka.

Senator Petty said since we're on the issue of supporting funding for unhoused and I stepped out for a minute, so maybe this came up earlier, what's the status of Willa Gill? **Mr. Johnston** said when we negotiated with the community college for them to purchase the block for the new campus downtown necessitated the move of Willa Gill from its current site. We have negotiated purchase of two parcels, hopefully a third one, but on James Street, one whole block on James Street. We hope we can get the third party to agree, but two of those we can put a decent center there. We're not talking about building a Taj Mahal, but a very nice replacement center for the roles that are currently in there. Hopefully, we can afford to build something bigger that can maybe encompass the warming shelter there as well as maybe a rotating set of offices for rotating other social service providers in and out during the week. Again, that's limited by the resources that we have, but we've purchased two of the parcels. We have a design build architect RFQ out and so we're ready to move and get that thing designed and start building next year. **Senator Petty** asked, are you using ARPA funds? **Mr. Johnston** said we have ARPA funds, we have Cerner settlement funds, so thank you the state for that. Then we may be able to qualify for some federal funds that are managed through our office, but again, it's limited what we can do, but it's becoming a reality every day.

Mr. Davis said we'll move on to STAR Bonds. It's no secret that STAR Bonds have played a significant role in economic development in Wyandotte County and there have been efforts to modify the STAR Bond statutes to try to maybe decrease the ability of local communities to partner with the state on STAR Bond projects. I will note that the STAR Bond legislation is up for reauthorization in 2026, so that's coming down the pike. I'll welcome any thoughts on STAR Bonds.

Mayor Pro Tem Burroughs said, Paul, one of the questions I had and it goes back to earlier, the tax policy we talked about on the front page, Sales Tax Exemptions should only be applicable to state portion of sales taxes. As we know sales taxes go to pay off the debt on STAR Bonds. Is that a discussion that's coming forward with STAR Bonds that only the state's portion

will go to pay—no contribution be made from the local community. **Mr. Davis** said I have not heard that.

Representative Curtis said I think in the Stadium STAR Bond deal that was the case. That there was a local option on whether or not the local sales tax dollars were committed, but I think that's only—that's not in this regular STAR Bond legislation, it's only in the Stadium STAR Bond legislation. If I could add one point, the thing I would say is I think that our most economically distressed urban areas should be applicable for a STAR Bond District just like our rural areas.

Commissioner Ramirez said there was—I cannot remember if it was last year, Representative, or the year before, there was something out in rural Kansas—it might have been housing, a housing issue where—There's a program that the rural Kansas (**Someone** was inaudible). **Commissioner Ramirez** said okay, so different subject, ask you about that later. Yeah, same concept.

Commissioner Stites said, Representative Curtis, are you saying that the downtown areas are not eligible for STAR Bond projects right now? **Representative Curtis** said well not necessarily not eligible, but they have to meet a higher threshold and you're going to have to help me, Mayor Pro Tem, on what—or somebody on the—I can't remember what the new threshold is. It's much higher than what we have had in the past and the rural areas, they only have to meet a $3M sales tax threshold. When you think about doing something on our riverfront with Kaw Point and Quindaro Ruins you know that's potential. That helps us, but we could not meet that—is it $75M, I can't remember. (**Someone** was inaudible). **Representative Curtis** said $75M.

Commissioner Ramirez said what's this—I guess I've just never heard about this threshold. Is it that the project has to generate beyond the threshold for it to be considered or quote unquote eligible? **Mayor Pro Tem Burroughs** said yes, the minimum investment in order to qualify as STAR Bonds projects.

Mr. Davis said on the Education and this has been part of our platform and for a while we haven't had much discussion in Topeka about changing the school finance formula, but those are heating up. I lived through this, Mayor Pro Tem lived through this, and members of the delegation lived through this, but I'd appreciate any insight that you want to offer on this issue.

Mayor Pro Tem Burroughs said I do want to share with everyone we're going to—food has been delivered. We're checking on it now. We want to have time for our guests to have dinner this evening, so I just want to remind you all that we'll take a short break here shortly. As a matter of fact, after we have this subject, we'll go ahead and take a real quick break and grab our food and come back and finish up, but we do need to be done by no later than a quarter till 7, so that we can adjourn into the lobby.

Senator Petty said I'm sure this isn't going to come as any big surprise. Education is going to be a hot topic this session even more so due to the elections. It's really very important that the Unified Government takes a strong position of supporting our public schools in Wyandotte County. I will just tell you one of the legislators that was reelected from Johnson County brought up, and I was just listening to a forum that he was involved with, of doing away with the At-Risk funding. At-Risk funding is critical to all of our schools in Wyandotte—well, most of our schools in Wyandotte County, KCK, and Turner. You know At-Risk is—there's no reason why you have to feel as a commissioner—there are so many other things that you do need to be extremely knowledgeable about, but there's no reason that you have to feel like you have to know how the school finance formula works, but school districts do. That's why they have elected school boards to look over that and management, but At-Risk funding is extremely important as well as funding for Special Education because the bottom line is that most of the school districts across the state are using their General Fund money to supplement the cost of Special Ed funding. So, anything, you already know this, but anything we do is going to shift the burden to be more on local and less on the state and so that's very important that you stay in tune with what's happening.

I also, I won't speak for the House, but the makeup in the Senate is such that it could very well—this would be the year to pass vouchers and that is not—I mean we could have a seminar on that one, but just anything that has a name other than public education is a voucher, so it doesn't matter what the name is. It's taking the public money to be used in another way and anybody who says let the money follow the—let the parent be control of their money you're not talking about how much money they actually have. You're actually talking about taking the larger pool of money from public education. So, I'm just saying we've got a lot of issues that are going to come up. Vouchers is a big one and it will very much negatively impact the quality of our public school education in Wyandotte County and the state of Kansas.

Commissioner Ramirez said I remember when I was your intern in your office, Senator Petty, and it was during the time—I cannot remember when the formula was being changed or whatnot and I remember researching and trying my best to understand that monstrous formula. I'm a big supporter of public education, always will be, always have been and always will be. Education is what I work in now, specifically Special Education. Yes, I work in a private school, a non-profit, but I would hate to—I hate to say this, but I wish my school wasn't needed. I wish my school didn't need to be open. I wish our public education was strong enough that they can take our Special Education students and provide the necessary funding to give them the resources. Not every student learns the same and that's what I've learned with my school, not every student learns—every student learns differently.

I am a firm and strong fighter for public education and so for me anything that is with the name vouchers or anything considered to be vouchers I am vehemently against because that is taking away from the broader pool as Senator Petty said. We need to value our teachers more. We need to value and pay our teachers more for what they do. Yes, they may not be a doctor, they may not be a lawyer, they may not be a surgeon, but they are the ones that help prepare the future. There's a lot of rhetoric that public schools are not good, that's just a lot, but if we actually talk to our teachers, they do care and they do care about our students. They want them to learn and so I just ask our delegation to continue fighting for our students, fighting for public education because I'll be—even though, yes, on a local level I don't have much say or control over that, but I will be here, a cheerleader, and asking you to continue fighting for our students and for all of Wyandotte County.

Mayor Pro Tem Burroughs said if there's no other questions, I think this would be a great time to take a little bit of a recess for about 10 minutes and then we'll reconvene and we'll have about 15 minutes to wrap up the rest of the agenda.

Recessed at 6:20 p.m. and reconvened at 6:34 p.m.

Mayor Pro Tem Burroughs said we're going to go ahead and get started. We have about 15 minutes. I'm going to hold us to a tight timeline, possibly 6:45 and we'll start cutting back. I want

to be out of here and headed towards the lobby by 10 till 7. That way we can get everything set up and be timely downstairs.

We were starting on the next issue, which was Number 11.

Mr. Davis said Number 11, Cannabis. Most folks are aware that the discussion in Topeka has really been centered around legalizing medical marijuana. There's been a number of committees that have looked at that, made some recommendations. The Senate President is not a fan of legalizing marijuana and has concerns about medical marijuana. He has been an obstacle, although I think there is continued momentum, but I would appreciate hearing the legislative delegation's thoughts about this issue. We've had pretty robust discussions here in past years about this issue.

Senator Haley said the issue of both medicinal and even recreational as we sit here as a whole in the donut of opportunity around the surrounding states now have all in one form or another have this as does much of the United States. A recent survey said that more people partake of marijuana in America than a daily alcohol drink. I thought that was an interesting survey and I've tried to impress upon—as the one who started this in 2009 in the state of Kansas as the solo sponsor for medicinal marijuana have watched the various incarnation of bills that have been over the last 15 years introduced, there I believe is enough support, though I haven't polled since the election, there was enough support in the legislature.

As you know, Mr. Chair, the House did pass a measure a couple of years ago and it was the Senate, the roadblock, as has been presented by Mr. Davis has largely been with our leadership as Senate President. I hope it will be impressed upon him and that the House can renew its efforts with its new—we really should be, of course—there was a measure that came out that almost made it through that had a special lobbying effort out of Sedgwick County that was drawn too narrowly that did come through the process last year for marijuana. It revolved around two or three entities only having the ability had it passed to be vendors if you will. I'm glad to see this is on the agenda. It should be, it's the right thing to do for Kansans who are looking for alternatives for opiates, strong opiates and strong pills to ease that and, again, the majority of Americans now choose to imbibe cannabis than do alcohol on a daily basis and Kansans should not be deprived from that.

The other part, of course, is the legal stigma, bringing people into the pipeline if you will, who are found guilty of a possession crime, often of possession of oftentimes small amounts and

the disproportionate amount of people who don't have access to legal services who end up in the system for nothing that in another state now would not even be a crime.

Commissioner Townsend said just reading what is before us, it's saying that the Unified Government supports decriminalizing marijuana, removing the felony charge for a third possession and lifting the ban on sale. Last year I missed the robust discussion I guess they had on this point to the death of a family member, but I won't pass it by now. While I can appreciate the decriminalization of it so someone doesn't inadvertently fall into the three strikes you're out rule because we are on at least one side of a state where this is not an issue in Missouri. However, I wonder if we can separate the decriminalization aspect of it from encouraging the sale of it here. The reason I say that is, we just talked about impact on our community of mental health, homelessness, education. What does legalizing marijuana for all purposes, I'm not talking about just medical where you need a prescription, do to exacerbate the problems we just discussed in those areas. Have we talked to our law enforcement and I did reach out to our Chief. I think he would have some interesting things to say about what marijuana does and how fentanyl or marijuana being laced with fentanyl, that's a scourge on our community that we continue to fight.

I have real concerns and just outright opposition without further extended discussion with professionals in the area. They're talking about homelessness and education and the efforts our law enforcement have undertaken to lessen murders, killings, robberies here, are we undercutting what we're proposing to do to better that. We look at our local CHIP, the Community Health Improvement Program, how does legalizing marijuana for all purposes impact that for old and young alike. I think this is something that we locally need to take a look at again and hear from some professionals in these areas before just wholeheartedly supporting lifting the ban on sale, not decriminalization, I get that but I also have concerns about where dispensaries would be located. I would just with the roll of the dice think that the northeastern part of Wyandotte County may take a hit. Will this become an issue for zoning as where these things can pop up, so I've got some real concerns about that and would like to see us do more of a deep dive before we wholeheartedly support just the sale for any purpose.

Commissioner Davis said I do support the legalization of cannabis. I think we see across the river in Missouri a regulated substance no different than alcohol, no different than cigarettes. The

fentanyl issue, I empathize with my colleague. It's very, very real. We're dealing with it right now even with cannabis and fentanyl being criminalized. So, the question is not criminalized versus decriminalizing when it comes to impact. I think there's other questions around education, treatment on substance abuse and things of that nature. I do think we should put something about regulation in there if that is going to be the will of this governing body so it's not just a willy-nilly, we just want to legalize it vote. We want folks to be responsible, no different than alcohol, no different than other substances.

The other thing I'll add is a huge issue that a lot of states are running into, California, Colorado, what have you, even in Missouri, is a permitting process. So even if it is legalized just for medical purposes who gets a permit first really starts to shape the market and sometimes it puts locals, particularly women and minority-owned businesses, at a disadvantage. Senator Haley had spoken to the importance of decriminalizing, but I think something about the permitting process of making sure that is fair and that does not disadvantage local folks would also be very important.

Commissioner Kane said wow, I'm the complete opposite. Both my parents died a very slow and painful death and I would have given them gummies all day long every day as long as they were awake. As far as the permitting and stuff like that, there's processes for all the surrounding states that you have to follow, so we would have to follow—we would use those guidelines as guidelines. You know I would have loved to give my parents some just to ease the pain that they were going through. There's good and bad in all this, but I believe there's more good and I believe there's a lot of green that would come up with the good. We're missing out on a lot of monies across the state by not implementing either medical marijuana or just—I'd rather see it all to be honest about it.

Commissioner Lopez said I just want to agree with Commissioner Kane. My dad just passed away a few years ago and he was struggling a little bit. I gave him gummies. I said, dad, you're going to take these. I don't care if you like it or not, I don't. Dad took them and he was very glad, made him feel better. I do know that—I'm not saying, I'm just saying, but you know you go to these country concerts and you got all these drunk cowboys and they just start brawling and fighting and getting crazy, but then you go to a rock concert and everybody is smoking marijuana. They're all calm. Everybody's getting together loving it. I mean I went to an Ozzy Osbourne

concert and I think I got secondhand smoke high or something because the next morning I was killing like 20 pancakes.

I mean I agree with Commissioner Kane. We just got to figure out what's what because we are out a lot of money. I mean how much is Missouri—how much money is Colorado turning because here's the thing, there's good and the bad, but there's always going to be bad whether we say it's not—we're not going to do this because this is bad, it's going to happen regardless and then more of our prison starts filling up even more. At the end of the day you just got—remember, Jesus says it's okay.

Mayor Pro Tem Burroughs said I do want to remind us that we are at the witching hour of 6:45. We have to be in the Chamber at 7:00 sharp.

DRAFT Unified Government 2025 State Legislative Agenda

13	Support Services for At-risk Youth	Legislation

1)Provide State financial support to youth who age out of the foster care system at age 18. Additional financial support improves the likelihood of successful transition from foster care to being a productive resident and reduces risk of people who age of foster care ending up in the criminal justice system.

2)Expand Child-in-Need-of-Care Support Services to provide cognitive behavioral counseling and enhanced support for youth to prevent future incarceration or violence.

14	Protect Supplemental Nutrition Assistance Program (SNAP)	Legislation

Approximately 19,000 people in Wyandotte County experience food insecurity. Research demonstrates that greater access to SNAP results in reducing hunger and poverty; and improving dietary intake, academic performance, mental health, economic self-sufficiency, and local job growth. The UG opposes making it more difficult for Wyandotte County residents to access SNAP.

15	Create a Riverfront Authority	Legislation

Legislation authorizing the creation of a Kansas City, Kansas Riverfront Authority to develop the Kansas and Missouri riverfronts into a premier attraction.

16	Support Housing Programs	Legislation

The Unified Government supports the expansion of existing programs and creation of new programs at the state level that encourage access to affordable housing. These include, but are not limited to the Housing Investor Tax Credit Act, the Kansas Affordable Housing Tax Credit Act, the Historic Kansas Act, and the Kansas Housing Incentive District Act.

If you will look at the rest of the documents that you have before you, a couple of these issues expand on some that we've already discussed. I would encourage you if you have any questions or concerns, our delegation friends, please reach out to members of the Commission and/or Paul and/or our County Administrator, Mr. Johnston. I know we reach out to you quite often and we want to thank you for taking those calls and we wish you the best in one of the most challenging times facing you in the next couple of months, but rest assured, we're thinking about you and believe it or not we have your back. Thank you for being here this evening. Before I adjourn,

Paul, thank you very much for the time you've given us and for putting the sheet together. Alan, thank you.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to adjourn.** Roll call was taken and there were eight "Ayes," Townsend, Burns, Ramirez, Hill, Kane, Lopez, Stites, Davis.

MAYOR PRO TEM BURROUGHS AJOURNED
THE MEETING AT 6:47 p.m.

_____
Monica L. Sparks
Unified Government Clerk

dt

CONSENT AGENDA ITEM NO. ____

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL MEETING, THURSDAY, DECEMBER 5, 2024

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, December 5, 2024, with eight members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Burns, Commissioner Second District; Hill, Commissioner Fourth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Mayor Garner, Mayor/CEO, presiding. Townsend, Commissioner First District; Ramirez, Commissioner Third District; and Kane, Commissioner Fifth District; were absent. The following officials were also in attendance: David Johnston, County Administrator; Bridgette Cobbins, Assistant County Administrator; Dennis Rubin, Fire Chief; Angela Lawson, Acting Chief Counsel; Casey Meyer, Assistant Counsel; Shakeva Christian, Manager in Human Resources; Michael Peterson, Assistant Budget Director; and Monica L. Sparks, Unified Government Clerk.

Mayor Garner called the meeting to order at 5:00 p.m.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in person on Thursday, December 5, 2024, at 5:00 p.m. in the fifth floor conference room of the Municipal Office Building for the purpose of going into Executive Session regarding matters relating to employer-employee relations and negotiations. The Executive Session portion of the meeting is closed to the public under the Kansas Open Meetings Act.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

ROLL CALL: Burns, Hill, Lopez, Stites, Davis, Bynum, Burroughs, Garner.

Mayor Garner said at this time the Commission will go into Executive Session to discuss matters related to employer-employee relations and negotiations. Do we have a motion for Executive Session?

Commissioner Burroughs made a motion, seconded by Commissioner Bynum, to go into Executive Session until 5:35 p.m. in the 5th floor conference room to consult with our attorneys and to discuss confidential matters related to labor negotiations as permitted under the Kansas Open Meetings Act; and that David Johnston, County Administrator; Bridgette Cobbins, Assistant County Administrator; Angela Lawson, Casey Meyer, Ryan Denk, Outside Counsel; Dennis Rubin, Shakeva Christian, Michael Peterson, and Reginald Lindsey, participate in the discussion and that we reconvene in open session at 5:35 p.m. in the fifth floor conference room. Roll call was taken and there were seven "Ayes," Burns, Hill, Lopez, Stites, Davis, Bynum, Burroughs.

Present for the Executive Session: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Burns, Commissioner Second District; Hill, Commissioner Fourth District; Lopez, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO; presiding. **Staff present:** David Johnston, County Administrator; Bridgette Cobbins, Acting County Administrator; Angela Lawson, Acting Chief Counsel; Casey Meyer, Senior Counsel; Dennis Rubin, Fire Chief; Michael Peterson, Assistant Budget Director; and Shakeva Christian, Manager in Human Resources. **Others present:** Ryan Denk, Outside Counsel.

Mayor Garner reconvened back into Special Meeting at 5:35 p.m.

Mayor Garner said do we have a motion to reconvene back into Executive Session.

Commissioner Burroughs made a motion, seconded by Commissioner Bynum, to extend the Executive Session until 5:50 p.m. Roll call was taken and there were seven "Ayes," Burns, Hill, Lopez, Stites, Davis, Bynum, Burroughs.

Mayor Garner reconvened back into Special Session at 5:50 p.m.

Commissioner Burroughs made a motion, seconded by Commissioner Bynum, to adjourn. Roll call was taken and there were seven "Ayes," Burns, Hill, Lopez, Stites, Davis, Bynum, Burroughs.

MAYOR GARNER AJOURNED
THE MEETING AT 5:52 p.m.

_____
Monica L. Sparks
Unified Government Clerk

dt

CONSENT AGENDA No._____

Unified Government Clerk's Office

Monica L. Sparks
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
UG Clerk

Date: December 5, 2024

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

JG

Weekly Business Material for November 22, 2024 – December 5, 2024

1. **PROTEST PETITION:**

   - Rezoning Permit Application CO22024-016, 12024 R Leavenworth Rd. and 3351 N. 123rd Street, Kansas City, KS., submitted by Patricia Sue Carl.

   Action: Received and filed. Original was previously forwarded to Planning.

2. **PUBLIC NOTICE:**

   - All City Tow Service, 1015 S. Bethany Street, Kansas City, KS, 66105, held a public auction on September 12, 2024.
   - All City Tow Service, 1015 S. Bethany Street, Kansas City, KS, 66105, held a public auction on October 10, 2024.
   - All City Tow Service, 1015 S. Bethany Street, Kansas City, KS, 66105, held a public auction on November 14, 2024.

   Action: Received and filed.

3. **CLAIM FOR DAMAGES:**

   - Jonathan Guzman, Kansas City, KS, alleging damages to personal vehicles on November 11, 2024.
   - Brad Miller, Kansas City, KS, by and though his attorney Jacob Pruett, alleging personal injury on September 16, 2024.
   - Jesus Hernandez, Grandview, MO, alleging damage to his personal vehicle on December 1, 2024.
   - Reginald Jones, by and through his attorney Spencer T. Phillips, alleging personal injury on October 24, 2024.

   Action: Received and filed. Copies previously forwarded to Legal.

4. **SUMMONS:**

   - Ruth A. Abanishe, ET AL. vs. The Unified Government of Wyandotte County/ Kansas City, KS., Case No. WY-2024-CV-000807. (x2)

   Action: Referred to Legal. Copy previously forwarded to Legal.

5. **ENTRY OF APPEARANCE:**
    - ROC NATION LLC., MIDWEST INNOCENCE PROJECT, vs. The Unified Government of Wyandotte County/ Kansas City, KS, Police Department, Case No. WY-2024-CV-000836.

6. **TRAVEL REQUESTS:**

    - Jennifer Allen-Caudle, and Christina Vancleave, Heath Department, travel to Philadelphia, PA, September 10-13, 2024, to attend the 2024 National Reproductive Health Conference, Family Planning KDHE Grant.
    - Kyle Hickerson, and Scott Kirkpatrick, KCKPD, travel to Norman, OK, December 2-3, 2024, to attend Taser Instructor Course, Employee Training & Travel.
    - Carlos Navarro, KCKPD, travel to San Antonio, TX, February 16-22, 2025, to attend 2025 Basic Networking and IP Cameras, Employee Training & Travel.
    - Mark A. Palmerin II, KCKPD, travel to Cape Girardeau, MO, November 13-14, 2024, to attend DEA SRT Search Warrant, DEA Funded.
    - Trevon Thomas-Ponds, KCKPD, travel to Tacoma, WA, December 9-11, 2024, to attend DEA Operations, Employee Training & Travel.
    - Daniel Soptic, Sheriff, travel to Hutchinson, KS, December 1-13, 2024, to attend 2024 New Sheriffs' School, Employee Training & Travel.

    Action: Approved by Administrator's Office and received and filed.

7. **APPLICATION FOR CMB LICENSE (PKG):**

    - 7-Eleven Inc., Kimberly A. Groves, d/b/a 7- Eleven Store #38574J, 7552 State Ave., Kansas City, KS 66112.
    - Makalu Management LLC., Amrit Raut, d/b/a Fuel Mart, 954 State Ave., Kansas City, KS 66101.
    - Rapid Mart 748 LLC., Khalid Hussain, d/b/a Rapid Mart, 748 Washington Blvd., Kansas City, KS 66101.
    - Walgreen Co., Kao Chang, d/b/a Walgreens #07550, 7739 State Ave., Kansas City, KS 66112.
    - Walgreen Co., Beatrice Keys, d/b/a Walgreens #10125, 2850 State Ave., Kansas City, KS 66102.

    Action: Referred to License.

8. APPLICATION FOR CMB LICENSE (OP):

- Tacos El Sobrino LLC., Liliana Loaiza, d/b/a Tacos El Sobrino, 3139 State Ave., Kansas City, KS 66102.
- The Big Q Inc., Mark Quick, d/b/a The Big Q Barbecue, 2117 S. 34th St., Kansas City, KS 66106.

Action: Referred to License.

9. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- Taqueria Mexico of Kansas Inc., Lilia Fabiola Torres- Romo, d/b/a Taqueria Mexico #4, 3300 Rainbow Blvd., Kansas City KS 66103.
- CMP17 LLC., Jeffrey Hollinshed, d/b/a John's Java and Jazz, 2003½ N. 5th St., Kansas City, KS 66101.

Action: Referred to License.

10. APPLICATION FOR CATERER/DRINK EST/HOTEL:

- Donnell's Kitchen & Lounge, LLC., Craig Donnell Sr., d/b/a Donnell's Kitchen & Lounge, 3405 Strong Ave., Kansas City, KS 66106.

Action: Referred to License.

Tracking ID: 21563

Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #

RESOLUTION: AUTHORIZING THE BILL OF SALE, GENERAL ASSIGNMENT AND INDEMNITY FOR A VILLAGE WEST MONUMENT SIGN

BACKGROUND

Adopting a resolution authorizing the bill of sale, general assignment and indemnity for a monument sign located on Kansas Speedway property. The Unified Government would convey any title and interest in the monument sign to the Kansas Speedway and the Speedway agrees to site a new sign listing retail users. The new sign is to be constructed at the expense of the Speedway and maintenance may be paid by the users. The Speedway agrees to indemnify the Unified Government and hold it harmless from any claims arising from the transfer, demolition, construction, or failure to comply.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution Approving Bill of Sale General Assignment and Indemnity (VW Signs), Bill of Sale General Assignment and Indemnity re_ VW Monument Sign (005)

Approved by Mayor and/or Chair and Administrator to add to agenda.

11/19/2024

RESOLUTION NO. R-____-24

A RESOLUTION AUTHORIZING THE BILL OF SALE, GENERAL ASSIGNMENT AND INDEMNITY (REGARDING VILLAGE WEST SIGNAGE).

WHEREAS, on April 16, 2003, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") entered into a lease (the "Lease") for a small portion of property owned by Kansas Speedway Corporation (the "Speedway") for the purposes of constructing and displaying a monument sign (the "Existing Sign") with panels for Kansas Speedway, Nebraska Furniture Mart, Cabela's, the Legends at Village West and other to-be-determined operators of the adjacent shopping center and tourism district.

WHEREAS, in connection with the Lease for the Existing Sign, Speedway and the UG also entered a Permanent Right of Entry Agreement (the "Entry Agreement") dated as of April 16, 2003 to provide access to the Existing Sign for purposes of maintaining and repairing the Existing Sign.

WHEREAS, Speedway now intends to sell the land upon which the Existing Sign is located, to a new operator who is expected to generate significant traffic and tourism to their store and the surrounding tourism district. Accordingly, Speedway has proposed to demolish the Existing Sign and provide one or more alternative sign locations for the retail stores and hotel operator currently located on the Existing Sign located on other nearby real property owned by Speedway.

WHEREAS, the Governing Body has determined that is advisable to enter into a Bill of Sale, General Assignment and Indemnity (the "Bill of Sale") pursuant to which the UG will transfer any interest it may have in the Existing Sign to Speedway, so that the UG and Speedway can terminate the Lease and Entry Agreement thereby allowing Speedway to close on the Land; provided however that Speedway has agreed that it will construct certain new signs on other land owned by Speedway and located near the land upon which the Existing Sign is located.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Governing Body hereby approves the Bill of Sale in substantially the form attached hereto.

Section 2. Each of the Mayor/CEO and the County Administrator is hereby authorized to execute in the name of the UG and deliver the Bill of Sale. The County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms set forth in the Bill of Sale and the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page and exhibit follow.]

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS ON _____, 2024.

_____

(Title)_____

On Behalf of the Unified Government of Wyandotte County/Kansas City, Kansas

ATTEST:

_____
Unified Government Clerk

(Seal)

APPROVED AS TO FORM:

_____

Acting Chief Counsel

EXHIBIT A

Bill of Sale

[Attached on following pages.]

BILL OF SALE, GENERAL ASSIGNMENT AND INDEMNITY

THIS BILL OF SALE, GENERAL ASSIGNMENT AND INDEMNITY (this "Agreement") is hereby made and entered into as of this ___ day of _____, 2024 (the "Effective Date"), by and between the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (hereinafter "Assignor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by KANSAS SPEEDWAY CORPORATION, a Kansas corporation ("Assignee") in connection with the sale, assignment, quitclaim and delivery of a monument sign currently located on Assignee's property as more particularly set forth herein.

A. On April 16, 2003, Assignee and Assignor entered into a lease (the "Lease") for a small portion of Assignee's property for the purposes of constructing and displaying a monument sign (the "Existing Sign") with panels for Kansas Speedway, Nebraska Furniture Mart, Cabela's, the Legends at Village West and other to-be-determined operators of the adjacent shopping center and tourism district. The Lease terminates on December 1, 2027.

B. In connection with the Lease for the Existing Sign, Assignee and Assignor also entered a Permanent Right of Entry Agreement (the "Entry Agreement") dated as of April 16, 2003 to provide access to the Existing Sign for purposes of maintaining and repairing the Existing Sign.

C. Assignee now intends to sell the land upon which the Existing Sign is located, which land is shown on the attached Exhibit 1 (the "Land") to a new operator who is expected to generate significant traffic and tourism to their store and the surrounding tourism district. Accordingly, Assignee has proposed to demolish the Existing Sign and provide one or more alternative sign locations (as described in more detail in Section 2 below) for the retail stores and hotel operator currently located on the Existing Sign (each, a "New Sign" and collectively, the "New Signs") located on other nearby real property owned by Assignee.

D. Accordingly, subject to the terms and conditions set forth herein, Assignor has agreed to transfer any interest it may have in the Existing Sign to Assignee, so that Assignor and Assignee can terminate the Lease and Entry Agreement thereby allowing Assignee to close on the Land; provided however that Assignee has agreed that it will construct the New Signs on other land owned by Assignee and located near the Land.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby CONVEY AND QUITCLAIM to Assignee all of its right, title and interest (if any) in and to the Existing Sign and the Land upon which it is located, including any and all rights, and interests of Assignee (if any) therein (such property, rights, interests, land, improvements, structures and fixtures being hereinafter collectively referred to as the "Property"). Without limiting the generality of the foregoing, Assignor and Assignee hereby agree that the transfer of the Property shall include:

a. All equipment, fixtures and all other personal property that comprises the Existing Sign, if any, owned by Assignor and located in or on the Property; and

b. All permits, contract rights, easements, covenants, restrictions or other agreements or instruments affecting all of a portion of the Property, or any part thereof, to the extent the same are owned by Assignor and assignable by Assignor; including the Lease and the Entry Agreement.

c. The execution and recordation of all relevant terminations and releases of Assignor's rights and interests in the Property, in forms substantially similar to those attached in Exhibit 3.

2. In exchange for the transfer of the Existing Sign as set forth above, Assignee hereby agrees to communicate with and solicit input from those retail stores and hotel operator or the Village West Retail Association, on behalf of the foregoing, (the "Users") that currently have a panel on the Existing Sign as Assignee looks to identify locations for the New Signs and the configuration of the New Signs. The New Sign may be one single monument-type sign for all Users that is constructed at Assignee's expense, provided that Assignee will only allow the same to be located on Assignee's property until December 1, 2027 (the termination date of the Lease for the Existing Sign); or alternatively, the New Sign may be multiple wayfinding signs provided on land owned by Assignee, but construction to be at the expense of Assignee and maintenance to be paid for by each respective User, in which case Assignee will agree to provide the land or signage placement for free for a period of no less than thirty (30) years from the date that construction of each of the New Signs are completed. Either way, Assignee represents to the Assignor that all of the Users will have an opportunity to have their name listed on a New Sign as set forth in the prior sentence. Assignor and Assignee hereby agree that nothing herein shall be deemed to require the New Signs to be the same size or configuration as the Existing Sign, nor shall the New Signs be required to have the same frontage to or visibility from I-70. The parties currently contemplate multiple wayfinding signs on Village West Parkway similar to signs currently located in the Village West development, which shall be deemed as in compliance with this Section. A potential example of this signage is provided in Exhibit 2.

Notwithstanding the foregoing, the requirements of this Section 2 shall be deemed satisfied if Users and Assignee agree on alternative signage options.

3. In exchange for the transfer of the Existing Sign as set forth above, Assignee hereby agrees to indemnify, protect, defend, and hold Assignor and its officers, elected officials, employees, and agents harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from (a) the transfer of the Property as described herein, (b) the demolition of the Existing Sign and the construction of the New Sign as described herein, and (c) any failure of Assignee to comply with the terms of this Agreement, including without limitation, failure to construct and provide the New Sign as described herein.

4. The recitals and exhibits set forth above or referenced herein are hereby incorporated as though more fully set forth herein.

5. This Agreement shall be construed in accordance with the laws of the State of Kansas. The parties intend that the provisions of the Agreement shall be enforced to the fullest extent permitted by applicable laws and requirements. To the extent that the terms set forth in the

Agreement, or any word, phrase, clause or sentence herein is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making the Agreement, as modified, enforceable and the balance of the Agreement shall not be affected thereby, the balance being construed as severable and independent.

6. The parties declare and represent that no promises, inducements or agreements not expressed in this Agreement, and not herein expressed, have been made, that the Agreement contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not mere recitals.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

8. All remedies at law or in equity shall be made available for the enforcement of this Agreement, except to the extent that such remedies are otherwise limited in the Agreement.

9. With respect to the Lease, the Entry Agreement and the Existing Sign, Assignor represents and warrants that it has not granted any third party rights beyond what Assignee originally granted to Assignor in the Lease and/or the Entry Agreement.

10. This Agreement may be executed in two or more counterparts and shall not bind any party hereto until after all parties have fully executed and delivered to each other their respective original executed counterparts of this Agreement, at which time this Agreement shall become effective as of the Effective Date. Delivery of a draft or counterpart by a party that has not executed such draft or counterpart shall not be binding on any party and shall not constitute an offer of any kind.

[*Remainder of page intentionally left blank. Signature pages immediately follow.*]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the Effective Date.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Name:_____
Title:_____

ASSIGNOR

KANSAS SPEEDWAY CORPORATION

By: _____
Name:_____
Title:_____

ASSIGNEE

EXHIBIT 1 – The Land

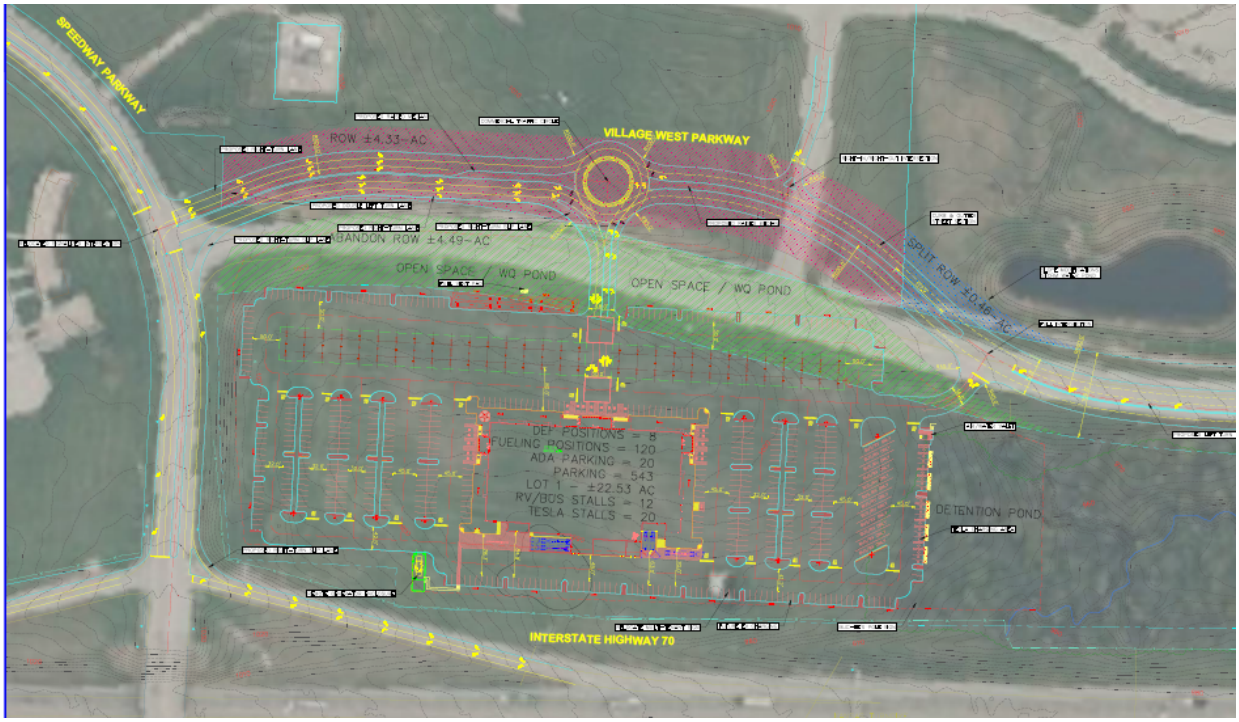


EXHIBIT 2 – New Sign Example

EXHIBIT 3 – Form of Termination and Release Documents

TERMINATION AND RELEASE OF PERMANENT RIGHT OF ENTRY AGREEMENT

This Termination and Release of Permanent Right of Entry Agreement (this "Release") is made and entered into as of November _____, 2024, by The Unified Government of Wyandotte County, Kansas City, Kansas ("UG") relating to that certain real properties located in the City of Kansas City, Wyandotte County, Kansas legally described on Exhibit A, attached hereto (the "Property").

RECITALS

A. The Property is subject to, and reference is hereby made to, the following easement (the "Agreement") filed of record in the office of the Register of Deeds of Wyandotte County, Kansas:

> Permanent Right of Entry Agreement recorded February 1, 2012 as Document 2012R-01293.

B. UG desires to terminate the Agreement and release the Property from all of the covenants, easements, reservations, restrictions, rights, terms, conditions, and encumbrances of the Agreement.

NOW THEREFORE, for and in consideration of the agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UG hereby terminates the Agreement and releases the Property from all of the covenants, easements, reservations, restrictions, rights, terms, conditions, and encumbrances of the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Release to be effective as of the date first above written.

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KANSAS CITY, KANSAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this _____ day of November, 2024, before me appeared _____, to me personally known, who being duly sworn, did say that he/she is the _____ of The Unified Government of Wyandotte County, Kansas City, Kansas and, further, that the foregoing instrument was signed for the purposes therein contained on behalf of such Unified Government; and he further acknowledged said instrument to be the free act and deed of such Unified Government.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

_____
Notary Public
Typed or printed name: _____

My Appointment Expires:

_____

TERMINATION AND RELEASE OF LEASE

This Termination and Release of Lease (this "Release") is made and entered into as of November _____, 2024, by The Unified Government of Wyandotte County, Kansas City, Kansas ("UG") relating to that certain real properties located in the City of Kansas City, Wyandotte County, Kansas legally described on Exhibit A, attached hereto (the "Property").

RECITALS

A. The Property is subject to, and reference is hereby made to, the following Lease (the "Agreement") filed of record in the office of the Register of Deeds of Wyandotte County, Kansas:

Lease recorded February 1, 2012 as Document 2012R-01295.

B. UG desires to terminate the Agreement and release the Property from all of the covenants, easements, reservations, restrictions, rights, terms, conditions, and encumbrances of the Agreement.

NOW THEREFORE, for and in consideration of the agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UG hereby terminates the Agreement and releases the Property from all of the covenants, easements, reservations, restrictions, rights, terms, conditions, and encumbrances of the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Release to be effective as of the date first above written.

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KANSAS CITY, KANSAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this _____ day of November, 2024, before me appeared _____, to me personally known, who being duly sworn, did say that he/she is the _____ of The Unified Government of Wyandotte County, Kansas City, Kansas and, further, that the foregoing instrument was signed for the purposes therein contained on behalf of such Unified Government; and he further acknowledged said instrument to be the free act and deed of such Unified Government.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

_____
Notary Public
Typed or printed name: _____

My Appointment Expires:

Tracking ID: 21587

Report to
Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #IV.5.

RESOLUTION: AUTHORIZING EXECUTION OF PROPERTY EXCHANGE AGREEMENT WITH BUC-EE'S

BACKGROUND

Adoption of a resolution authorizing a Property Exchange Agreement between the Unified Government of Wyandotte County/Kansas City, Kansas and Buc-ee's, and involving a land swap related to the right of way for Village West Parkway.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution Approving Property Exchange Agreement, Property Exchange Agreement and Construction Easement (VWP site swap) MGL 11.20.24

Approved by Mayor and/or Chair and Administrator to add to agenda.

11/25/2024

RESOLUTION NO. R-____-24

A RESOLUTION AUTHORIZING A PROPERTY EXCHANGE AGREEMENT BETWEEN BUC-EE'S AND THE UNIFIED GOVERNMENT

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("UG") owns a part of the right of way commonly known as Village West Parkway, which is generally located northeast of the intersection of N. 110th Street and I-70;

WHEREAS, Buc-ee's owns or has the right to acquire real property located to the north of the UG right of way;

WHEREAS, Buc-ee's also owns or has the right to acquire approximately 22 acres of land which is generally located northeast of the intersection of N. 110th Street and I-70;

WHEREAS, in order to develop Buc-ee's 22 acres, the portion of the Village West Parkway right of way owned by the UG needs to be conveyed to Buc- ee's;

WHEREAS, Buc-ee's has designed a relocation and the UG is prepared to relocate Village West Parkway; and

WHEREAS, upon completion of the relocation, the Parties will swap the two relevant parcels as more fully described in the Property Exchange Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Governing Body hereby approves the Property Exchange Agreement in substantially the form attached hereto.

Section 2. Each of the Mayor/CEO and the County Administrator is hereby authorized to execute in the name of the UG the Property Exchange Agreement. The County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms set forth in the Property Exchange Agreement and with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page and exhibit follow.]

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS ON _____, 2024.

_____

(Title)_____

On Behalf of the Unified Government of Wyandotte County/Kansas City, Kansas

ATTEST:

_____
Unified Government Clerk

(Seal)

APPROVED AS TO FORM:

_____

Acting Chief Counsel

EXHIBIT A

Property Exchange Agreement

[Attached on following pages.]

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (the ***"Agreement"***) is entered into by and between **BUC-EE'S KANSAS CITY, LLC**, a Delaware limited liability company (***"Buc-ee's"***) and **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS** (***the "UG"***) (together, Buc-ee's and the UG are the "***Parties***" and individually a ***"Party"***), effective the date hereof.

RECITALS

A. The UG owns a parcel of real property constituting approximately 4.3063 acres of right of way which is a part of the right of way commonly known as Village West Parkway, which is generally located northeast of the intersection of N. 110th Street and I-70, which parcel is depicted and legally described on Exhibit A attached hereto and hereby incorporated by this reference (the ***"UG Swap Parcel")***. The UG Swap Parcel is only a part of the right of way which is owned by the UG and used for Village West Parkway.

B. Buc-ee's owns or has the right to acquire approximately 4.6458 acres of real property located to the north of the UG Swap Parcel, which land is depicted and legally described on Exhibit B-1 attached hereto and hereby incorporated by this reference and the approximately 0.4868 acres of real property located to the north of the UG Swap Parcel, which land is depicted and legally described on Exhibit B-2 attached hereto and hereby incorporated by this reference (collectively, the ***"Buc-ee's Swap Parcel"***).

C. Buc-ee's also owns or has the right to acquire approximately 22 acres of land which is generally located northeast of the intersection of N. 110th Street and I-70 (the "***Sale Parcel***"), which property, upon development by Buc-ee's, is expected to generate significant traffic and tourism to their store and the surrounding tourism district. The UG Swap Parcel is located between the boundaries of the Sale Parcel and the Buc-ee's Swap Parcel. In order to develop the Sale Parcel, the portion of the Village West Parkway that is currently located on the UG Swap Parcel needs to be relocated to the Buc-ee's Swap Parcel and the UG Swap Parcel needs to be conveyed to Buc- ee's.

D. Buc-ee's has designed a relocation of Village West Property (the "***Relocation***") and the UG is prepared to relocate Village West Parkway as generally depicted on Exhibit C attached hereto.

E. Upon completion of the Relocation, the Parties will swap the Buc-ee's Swap Parcel for the UG Swap Parcel as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Buc-ee's hereby agree as follows:

AGREEMENT

1. **PROPERTY TO BE CONVEYED.**

a. **Buc-ee's Swap Parcel.** Upon completion of construction and opening of the Relocation, and subject to the terms and conditions of this Agreement, Buc-ee's hereby agrees to dedicate and convey unto the UG, and the UG agrees to accept and take from Buc-ee's, the Buc-ee's Swap Parcel, together with all improvements thereon and all rights and appurtenances pertaining thereto. The conveyance may be made by deed or plat acceptable to both Parties.

b. **The UG Swap Parcel.** Upon completion of construction and opening of the Relocation, and subject to the terms and conditions of this Agreement, the UG hereby agrees to sell and convey unto Buc-ee's, and Buc-ee's agrees to purchase and take from the UG, the UG Swap Parcel, together with all improvements thereon and all rights and appurtenances pertaining thereto. The conveyance may be made by deed or plat acceptable to both Parties.

2. **CONSIDERATION.**

a. **Mutual Conveyance.** In addition to the mutual covenants and agreements contained herein, the UG and the Buc-ee's agree that the consideration for the UG's acquisition of the Buc-ee's Swap Parcel shall be conveyance of the UG Swap Parcel to the Buc-ee's and the consideration for the Buc-ee's' acquisition of the UG Swap Parcel shall be conveyance of the Buc-ee's Swap Parcel to the UG. It is understood that the UG and the Buc-ee's will not exchange monetary consideration as part of this transaction, except for the Additional Consideration as described in Section 2.b.

b. **Additional Consideration.** Buc-ee's shall pay to the UG an amount equal to the UG's reasonable outside counsel and other fees for entering into this Agreement and closing on the conveyances described herein (the ***"Additional Consideration"***) in cash or immediately available funds at the Closing; provided however that the Additional Consideration shall not include the construction costs related to the Relocation.

3. **TITLE, SURVEY AND INSPECTIONS.**

a. **Title and Survey.** Each Party to this Agreement has had the opportunity to review title and/or surveys for the parcel to be acquired by the respective Party. If the UG elects, in its sole discretion, to purchase title insurance for the Buc-ee's Swap Parcel, the Buc-ee's will pay the reasonable cost of a title policy insuring marketable title of the Buc-ee's Swap Parcel in favor of the UG for the Buc-ee's Swap Parcel.

b. **Inspections; As-Is**. Each Party has had the opportunity to inspect the condition of the parcel to be acquired by the respective Party. Accordingly, each of the (a) Buc-ee's Swap Property, and (b) the UG Swap Property, shall be conveyed "**as-is, where-is**" without any representations and warranties, except for those set forth in Section 5 below.

4. **NOTICE AND RIGHT TO CURE.** Each Party shall be entitled to written notice of any default and shall have sixty (60) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. The Parties agree to cooperate with each other in any and all attempts to cure any default within the default cure period.

5. **MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS.**

a. **General.** Each transferring Party represents, warrants and covenants to the acquiring Party, that with respect to the transferring Party's parcel:

(1) There are no parties in possession of any portion of the parcel as lessees, tenants at sufferance, or trespassers, and no party has been granted any license, lease, or other right relating to use or possession of the parcel, other than rights of possession which will terminate on or before the Closing Date.

(2) The transferring Party has not received notice of any default (nor is there any default) under any note, mortgage or contract for deed related to the parcel, and each transferring Party covenants to not default thereunder nor to grant any liens, leases, easements, options, rights of refusal or contracts with respect to the parcel.

(3) To the best knowledge and belief of the transferring Party, there is no pending or threatened condemnation proceeding or similar proceeding or assessment affecting any part of the parcel by any governmental authority.

(4) To its best knowledge and belief, the transferring Party has not received any notice of any violation of (nor is there any violation of) any ordinance, regulation, law, or statute of any governmental authority or agency pertaining to the parcel.

(5) The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with terms of the Agreement will not conflict with or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, loan agreement, contract for deed, or instrument to which the transferring Party is a party or by which the transferring Party or the parcel is bound, any applicable regulation or any judgment, order, or decree of any court having jurisdiction over the transferring Party or the parcel.

(6) Except for the transferring Party and except as otherwise described in this subparagraph, there are no parties with any interest in the parcel (marital, homestead, or otherwise), and no other signatures are required to make this Agreement fully enforceable by the acquiring Party.

(7) Other than Village West Parkway on the UG Swap Parcel, there are no buildings or improvements located on and parcel.

(8) The transferring Party does not know of any underground or aboveground storage tanks currently or formerly located on the parcel.

(9) To the best of its knowledge and belief, transferring Party has received no notice with respect to any investigation, administrative order, consent order or agreement, litigation, or settlement with respect to hazardous materials or hazardous material contamination that may exist with respect to the parcel. Transferring Party has not manufactured, stored, generated, treated or disposed of any Hazardous Material on the parcel. As used herein, ***"Hazardous Material"*** means any hazardous, toxic, or dangerous waste, substance, or material, as currently defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other federal, state, or local law, ordinance, rule, or regulation, applicable to the Property and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic, or dangerous waste, substance or material.

b. **Indemnity.** Buc-ee's shall indemnify, defend and hold the UG, its successors and assigns harmless from and against all fines, penalties, liabilities, claims, suits, actions, damages, losses, costs and expenses including, without limitation, attorney's fees, consequential damages and the cost of any environmental remediation, removal, response, abatement, clean-up, investigation and monitoring, directly or indirectly, and in whole or in part, arising out of or attributable to a breach of any of the representations, warranties or covenants in this Agreement.

c. **Update and Survival of Representation, Warranties, Covenants and Indemnity.**

(1) Notwithstanding anything to the contrary contained herein, the representations, warranties and covenants in this Agreement shall be deemed remade as of Closing.

(2) If any of the representations, warranties and covenants contained herein are or become untrue or incorrect before Closing, each transferring Party shall use its good faith best efforts to take such necessary action to make such representations, warranties and covenants true and correct as of the Closing Date.

(3) The representations, warranties and covenants and the indemnification provisions in this Agreement shall survive Closing for a period of one year and shall not be merged therein.

6. **CONSTRUCTION EASEMENTS.** To the extent Buc-ee's requires a temporary construction easement on the UG Swap Parcel in order to complete construction of the Relocation project prior to the conveyance of the various parcels as described herein, the UG agrees to cooperate in good faith to provide the easements necessary or desirable to complete the Relocation.

7. **CLOSING.**

a. **Closing Date and Place.** The Closing (***"Closing"***) of this Agreement shall be held on a date and at a time mutually agreed upon by the Parties, on or before that date which is not later than twenty (20) days after the UG provides written notice of acceptance of the completed or substantially completed Relocation (***"Closing Date"***).

b. **Deliveries by Buc-ee's.** If the conveyance is completed by plat, at Closing, Buc-ee's shall deliver to the UG a signed plat approved by the UG in accordance with the plat approval process. If conveyance is completed by deed, at Closing, Buc-ee's shall deliver to the UG:

(1) a special warranty deed conveying the Buc-ee's Swap Parcel;

(2) the Additional Consideration;

(3) the title policy, if required by the UG as set forth above;

(4) possession of the Buc-ee's Swap Parcel;

(5) a standard form Seller's affidavit; and

(6) a Non-Foreign Affidavit in standard form.

c. **Deliveries by the UG.** If the conveyance to Buc-ee's is completed by plat, at Closing, the UG shall deliver to Buc-ee's a signed plat approved by the UG in accordance with the plat approval process. If conveyance is completed by deed, at Closing, the UG shall deliver to Buc-ee's:

(1) a special deed conveying the UG Swap Parcel

(2) possession of the UG Swap Parcel;

(3) a standard form Seller's affidavit; and

(4) a Non-Foreign Affidavit in standard form.

d. **Prorations and Closing Costs.** Buc-ee's and the UG agree to the following prorations and allocation of costs, fees, taxes and special assessments with respect to the Swap Parcels, which the Parties will pay at Closing:

(1) **Title, Recording and Closing Fees.** Buc-ee's shall pay the premium for the title policy on the Buc-ee's Swap Parcel if required by the UG. Buc-ee's will pay any escrow and/or closing fee charged by the Title Company. With respect to all other costs, each Party shall pay its share of the Closing costs which are normally assessed by the Title Company against Buc-ee's or the UG in a transaction of this character in Wyandotte County, Kansas. Buc-ee's shall pay the cost of recording any documents necessary to transfer good and marketable title to such parcel.

(2) **Real Estate Taxes.** It is expected that the Buc-ee's Swap Parcel will be exempt from real property taxes after conveyance to the UG and therefore the UG will not be responsible for any real property taxes for the Buc-ee's Swap Parcel. Except as set forth in the prior sentence, each transferring Party shall pay all real estate taxes due and payable in the years prior to the year of Closing with respect to its parcel. Real estate taxes due and payable in the year of Closing shall be prorated on a calendar year basis at Closing, effective as of the Closing Date. If Closing shall occur before the tax rate is fixed for the year of Closing, the apportionment of the taxes shall be upon the basis of the real estate taxes for the preceding year, but any difference in actual real estate taxes for the year of Closing shall be adjusted between the Parties to the actual amount upon receipt of written evidence of the payment thereof. Each acquiring Party shall pay all real estate taxes payable in the years after the year of Closing for the Swap Parcel which it intends to acquire.

8. **DEFAULT.**

a. **The UG's Remedies.** If Buc-ee's shall fail to consummate this Agreement for any reason except the UG's default or the termination of this Agreement pursuant to a right to terminate given herein, the UG may, as its sole and exclusive remedies, either enforce specific performance of this Agreement or terminate this Agreement.

b. **Buc-ee's Remedies.** If the UG shall fail to consummate this Agreement for any reason except Buc-ee's default or the termination of this Agreement pursuant to a right to terminate given herein, Buc-ee's may, as its sole and exclusive remedies, either enforce specific performance of this Agreement or terminate this Agreement.

9. **NO COMMISSION.** Buc-ee's and the UG each hereby warrant and represent to the other that no brokers, agents, finders fees, commissions, or other similar fees are due or arising in connection with the entering into of this Agreement, the sale and purchase of the parcels, or the consummation of transactions contemplated herein, and each of Buc-ee's and the UG each hereby agree to indemnify and hold the others harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, attorneys' fees and costs of litigation) which the others shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying Party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the sale and purchase of the property, or the consummation of the transactions contemplated herein.

10. **MISCELLANEOUS PROVISIONS.**

a. **Date of Agreement.** The term "date of this Agreement" or "date hereof" or "effective date of this Agreement" as used herein shall mean the later of the dates on which this Agreement is signed by: (i) Buc-ee's or (ii) the UG, which later date shall be the date of final execution and agreement by the Parties hereto.

b. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, addressed to the intended recipient at the address on the signature page of this Agreement or when delivered personally to such address. Any address for notice may be changed by written notice so given. All notices to The UG shall include a copy to:

Angela Lawson
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: alawson@wycokck.org

and a copy to:

Todd A. LaSala, Esq.
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: 816-842-8600
Email: todd.lasala@stinson.com

All notices to Buc-ee's shall include a copy to:

Buc-ee's Kansas City
317 FM 2004
Lake Jackson, Texas 77566
Lake Jackson, Texas 77566
Telephone: 913-573-5060
Email: legal@buc-ees.com

c. **Attorneys' Fees.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees.

d. **Integration.** This Agreement contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree

that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein.

e. **Survival.** Except as expressly provided in this Agreement, any portion of this Agreement which relates to a period after Closing, and all of the representations, warranties and indemnities, will survive Closing or termination of this Agreement for a period of one year and shall not merge with delivery of the respective deed, including without limitation the indemnification obligations contained in Section 5.b.

f. **Binding Effect.** This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors, and assigns. Either Party shall have the right to assign its rights hereunder.

g. **Interpretation.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

h. **Dates and Time Periods.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

EXHIBIT LIST

Exhibit A – Legal Description and Depiction of UG Swap Parcel
Exhibit B – Legal Description of Buc-ee's Swap Parcel
Exhibit C – Maps Illustrating Relocation Improvements
Exhibit D – Legal Description of the UG Swap Parcel

IN WITNESS WHEREOF, the UG has caused this Agreement to be executed as of the Effective Date.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____

Name:_____

Title:_____

THE UG

IN WITNESS WHEREOF, Buc-ee's has caused this Agreement to be executed as of the Effective Date.

BUC-EE'S KANSAS CITY, LLC

By: _____

Name:_____

Title:_____

BUC-EE'S

Exhibit A – Legal Description and Depiction of UG Swap Parcel

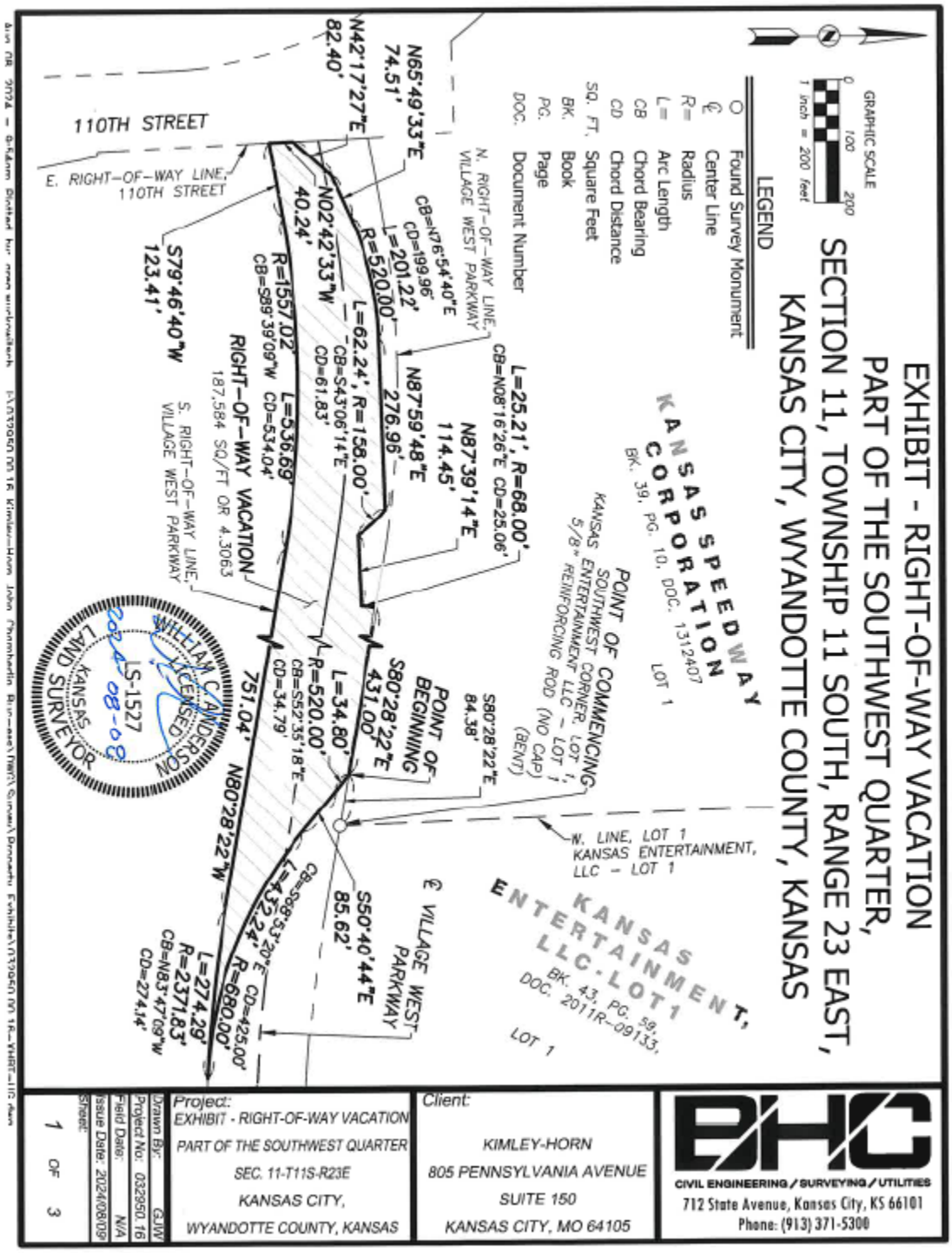


EXHIBIT - RIGHT-OF-WAY VACATION
PART OF THE SOUTHWEST QUARTER, SECTION 11, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS

A Tract of land, being part of Village West Parkway, lying and situated in Southwest Quarter of Section 11, Township 11 South, Range 23 East, said Tract as surveyed by William C. Anderson, LS-1527 with BHC CLS 175, on July 16, 2024, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on the recorded plat of KANSAS ENTERTAINMENT, LLC - LOT 1.)

COMMENCING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod with no cap;

Thence North 80° 28' 22" West, 84.39 feet, on the North Right-of-Way line of Village West Parkway, and the POINT OF BEGINNING, of the Tract of land herein described;

Thence departing said North Right-of-Way line, Southeasterly on a non-tangent curve to the left, having a radius of 520.00 feet, an arc length of 34.80 feet, said curve having a chord bearing of South 52° 35' 47" East, and a chord distance of 34.80 feet;

Thence South 50° 40' 44" East, 85.62 feet, tangent to the last described course;

Thence Southeasterly on a tangent curve to the left, having a radius of 680.00 feet, an arc length of 432.24 feet, to a point on the South Right-of-Way line of Village West Parkway, said curve having a chord bearing of South 68° 53' 20" East, and a chord distance of 425.00 feet;

Thence Westerly on a non-tangent curve to the right, having a radius of 2371.83 feet, an arc length of 274.29 feet, on said South Right-of-Way line, said curve having a chord bearing of North 83° 47' 09" West, and a chord distance of 274.14 feet;

Thence North 80° 28' 22" West, 751.04 feet, continuing on said South Right-of-Way line;

Thence Westerly on a tangent curve to the left, having a radius of 1557.02 feet, an arc length of 536.69 feet, continuing on said South Right-of-Way line, said curve having a chord bearing of South 89° 39' 09" West, and a chord distance of 534.04 feet;

Thence South 79° 46' 40" West, 123.41 feet, continuing on said South Right-of-Way line, to a point on the East Right-of-Way line of 110th Street;

(Continued on page 3)

WILLIAM C. ANDERSON LICENSED LS-1527 2024-08-08 KANSAS LAND SURVEYOR

Sheet:	Drawn By: GJW	Project No: 032950.16	Field Date: N/A	Issue Date: 2024/08/09	Project: EXHIBIT - RIGHT-OF-WAY VACATION PART OF THE SOUTHWEST QUARTER SEC. 11-T11S-R23E KANSAS CITY, WYANDOTTE COUNTY, KANSAS	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE SUITE 150 KANSAS CITY, MO 64105	BHC CIVIL ENGINEERING / SURVEYING / UTILITIES 712 State Avenue, Kansas City, KS 66101 Phone: (913) 371-5300
2 OF 3							

Aug 08, 2024 - 9:04am Plotted by: greg.wuckowitsch E:\032950.00.16 Kimley-Horn John Chamberlin BHC-ees\dwg\Survey\Property Exhibits\032950.00.16-Exhibit-06.dwg

EXHIBIT - RIGHT-OF-WAY VACATION
PART OF THE SOUTHWEST QUARTER, SECTION 11, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS

(Continued from page 2)

Thence North 02° 42' 33" West, 40.24 feet, on said East Right-of-Way line;

Thence departing said East Right-of-Way line, North 42° 17' 27" East, 82.40 feet;

Thence North 65° 49' 33" East, 74.51 feet;

Thence Easterly on a tangent curve to the right, having a radius of 520.00 feet, an arc length of 201.22 feet, said curve having a chord bearing of North 76° 54' 40" East, and a chord distance of 199.96 feet;

Thence North 87° 59' 48" East, 276.96 feet;

Thence Southeasterly on a non-tangent curve to the right, having a radius of 158.00 feet, an arc length of 62.24 feet, said curve having a chord bearing of South 43° 06' 14" East, and a chord distance of 61.83 feet;

Thence North 87° 39' 14" East, 114.45 feet;

Thence Northerly on a non-tangent curve to the right, having a radius of 68.00 feet, an arc length of 25.21 feet, said curve having a chord bearing of North 08° 16' 26" East, and a chord distance of 25.06 feet;

Thence South 80° 28' 22" East, 431.00 feet, to the POINT OF BEGINNING, said Tract containing 187,584 square feet, or 4.3063.

WILLIAM C. ANDERSON
LICENSED
LS-1527
2024-08-08
KANSAS
LAND SURVEYOR

Sheet: 3 OF 3	Drawn By: GJW	Project No: 032950.16	Field Date: N/A	Issue Date: 2024/08/09
Project: EXHIBIT - RIGHT-OF-WAY VACATION PART OF THE SOUTHWEST QUARTER SEC. 11-T11S-R23E KANSAS CITY, WYANDOTTE COUNTY, KANSAS	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE SUITE 150 KANSAS CITY, MO 64105	BHC CIVIL ENGINEERING / SURVEYING / UTILITIES 712 State Avenue, Kansas City, KS 66101 Phone: (913) 371-5300	

Aug 08, 2024 - 9:34am Plotted By: greg.wuckowitsch S:\032950\00.16 Kimley-Horn John Lindemann BHC-ESS\Survey\Property Exhibits\032950.16-EXHI-UG.dwg

Exhibit B-1 – Legal Description of 4.6458 Acres Buc-ee's Swap Parcel

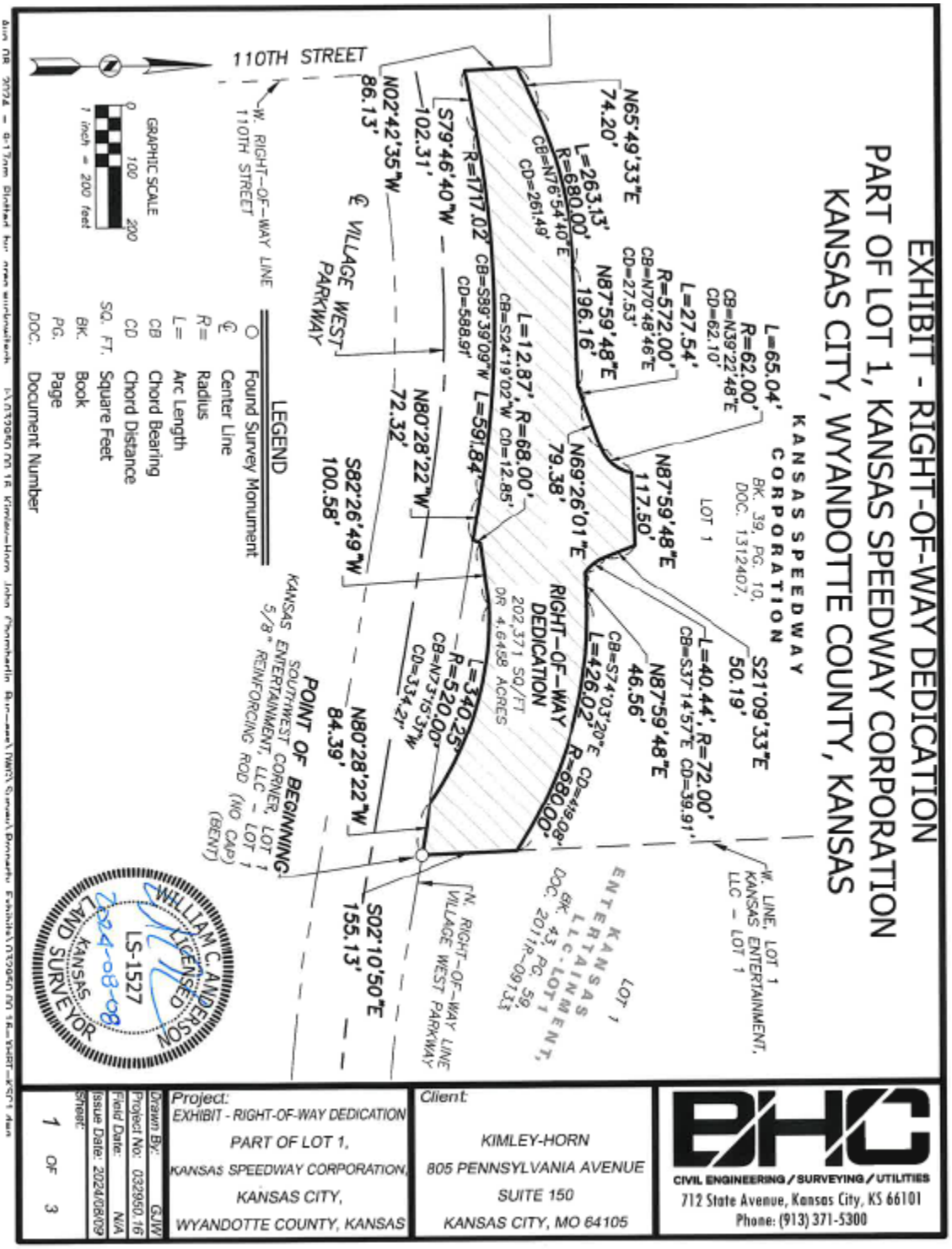


EXHIBIT - RIGHT-OF-WAY DEDICATION
PART OF LOT 1, KANSAS SPEEDWAY CORPORATION, KANSAS CITY, WYANDOTTE COUNTY, KANSAS
DESCRIPTION (SEE SHEET 1 FOR MAP)

A Tract of land for the purpose of Right-of-Way, being part of Lot 1, KANSAS SPEEDWAY CORPORATION, a subdivision of land recorded October 29, 1999, in Plat Book 39, Page 10, and filed as Document Number 1312407, said Tract of land as surveyed by William C. Anderson, LS-1527, with BHC, CLS 175, on July 16, 2024, being more particularly described by mete and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC - LOT 1.)

BEGINNING at the Southwest corner of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011, in Plat Book 43, Page 59, and filed as Document Number 2011R-09133, monumented by a found 5/8-inch reinforcing rod with no cap;

Thence North 80° 28' 22" West, 84.39 feet, on the North Right-of-Way line of Village West Parkway;

Thence, departing said North Right-of-Way line, Westerly on a non-tangent curve to the left, having a radius of 520.00 feet, an arc length of 340.25 feet, said curve having a chord bearing of North 73° 15' 31" West, and a chord distance of 334.21 feet;

Thence South 82° 26' 49" West, 100.58 feet;

Thence Southwesterly, on a non-tangent curve to the left, having a radius of 68.00 feet, an arc length of 12.87 feet, to a point on said North Right-of-Way line, said curve having a chord bearing of South 24° 19' 02" West, and a chord distance of 12.85 feet;

Thence North 80° 28' 22" West, 72.32 feet, on said North Right-of-Way line;

Thence Westerly on a tangent curve to the left, having a radius of 1717.02 feet, an arc length of 591.84 feet, on said North Right-of-Way line, said curve having a chord bearing of South 89° 39' 09" West, and a chord distance of 588.91 feet;

Thence South 79° 46' 40" West, 102.31 feet, tangent to the last described course, continuing on said North Right-of-Way Line, to its intersection with the East Right-of-Way line of 110th Street;

Thence North 02° 42' 35" West, 86.13 feet, on said East right-of-Way line;

Thence North 65° 49' 33" East, 74.20 feet, departing said East Right-of-Way line;

(Continued on page 3)

WILLIAM C. ANDERSON LICENSED LS-1527 2024-08-08 KANSAS LAND SURVEYOR

Sheet:	Drawn By: GJW	Project No: 032950.16	Field Date: N/A	Issue Date: 2024/08/09	Project: EXHIBIT - RIGHT-OF-WAY DEDICATION PART OF LOT 1, KANSAS SPEEDWAY COPORATION, KANSAS CITY, WYANDOTTE COUNTY, KANSAS	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE SUITE 150 KANSAS CITY, MO 64105	BHC CIVIL ENGINEERING / SURVEYING / UTILITIES 712 State Avenue, Kansas City, KS 66101 Phone: (913) 371-5300
2 OF 3							

Aug 08, 2024 - 9:17am Plotted by: greg.wuckowitsch K:\032950\00.16 Kimley-Horn John Chamberlin Buc-ee's\Land\Survey\Property Exhibits\032950.00.16-Exhibit-R3W.dwg

EXHIBIT - RIGHT-OF-WAY DEDICATION
PART OF LOT 1, KANSAS SPEEDWAY CORPORATION, KANSAS CITY, WYANDOTTE COUNTY, KANSAS
DESCRIPTION (SEE SHEET 1 FOR MAP)

(Continued from page 2)

Thence, Easterly on a tangent curve to the right, having a radius of 680.00 feet, an arc length of 263.13 feet, said curve having a chord bearing of North 76° 54' 40" East, and a chord distance of 261.49 feet;

Thence North 87° 59' 48" East, 196.16 feet, tangent to the last described course;

Thence Easterly on a non-tangent curve to the left, having a radius of 572.00 feet, an arc length of 27.54 feet, said curve having a chord bearing of North 70° 48' 46" East, and a chord distance of 27.53 feet;

Thence North 69° 26' 01" East, 79.38 feet;

Thence Northeasterly on a tangent curve to the left, having a radius of 62.00 feet, an arc length of 65.04 feet, said curve having a chord bearing of North 39° 22' 48" East, and a chord distance of 62.10 feet;

Thence North 87° 59' 48" East, 117.50 feet;

Thence South 21° 09' 33" East, 50.19 feet;

Thence Southeasterly on a tangent curve to the left, having a radius of 72.00 feet, an arc length of 40.44 feet, said curve having a chord bearing of South 37° 14' 57" East, 39.91 feet;

Thence North 87° 59' 48" East, 46.56 feet;

Thence Easterly on a tangent curve to the right, having a radius of 680.00 feet, an arc length of 426.02 feet, said curve having a chord bearing of South 74° 03' 20" East, and a chord length of 419.08 feet, to a point on the West line of said Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1;

Thence South 02° 10' 50" East, 155.13 feet, on said West line, to the POINT OF BEGINNING, said Tract containing 202,371 square feet or 4.6458 acres.

WILLIAM C. ANDERSON
LICENSED
LS-1527
2024-08-02
KANSAS
LAND SURVEYOR

Sheet: 3 OF 3	Drawn By: GJW Project No: 032950.16 Field Date: N/A Issue Date: 2024/08/09	Project: EXHIBIT - RIGHT-OF-WAY DEDICATION PART OF LOT 1, KANSAS SPEEDWAY COPORATION KANSAS CITY, WYANDOTTE COUNTY, KANSAS	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE SUITE 150 KANSAS CITY, MO 64105

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
712 State Avenue, Kansas City, KS 66101
Phone: (913) 371-5300

Exhibit B-2 – Legal Description of 0.4868 Buc-ee's Swap Parcel

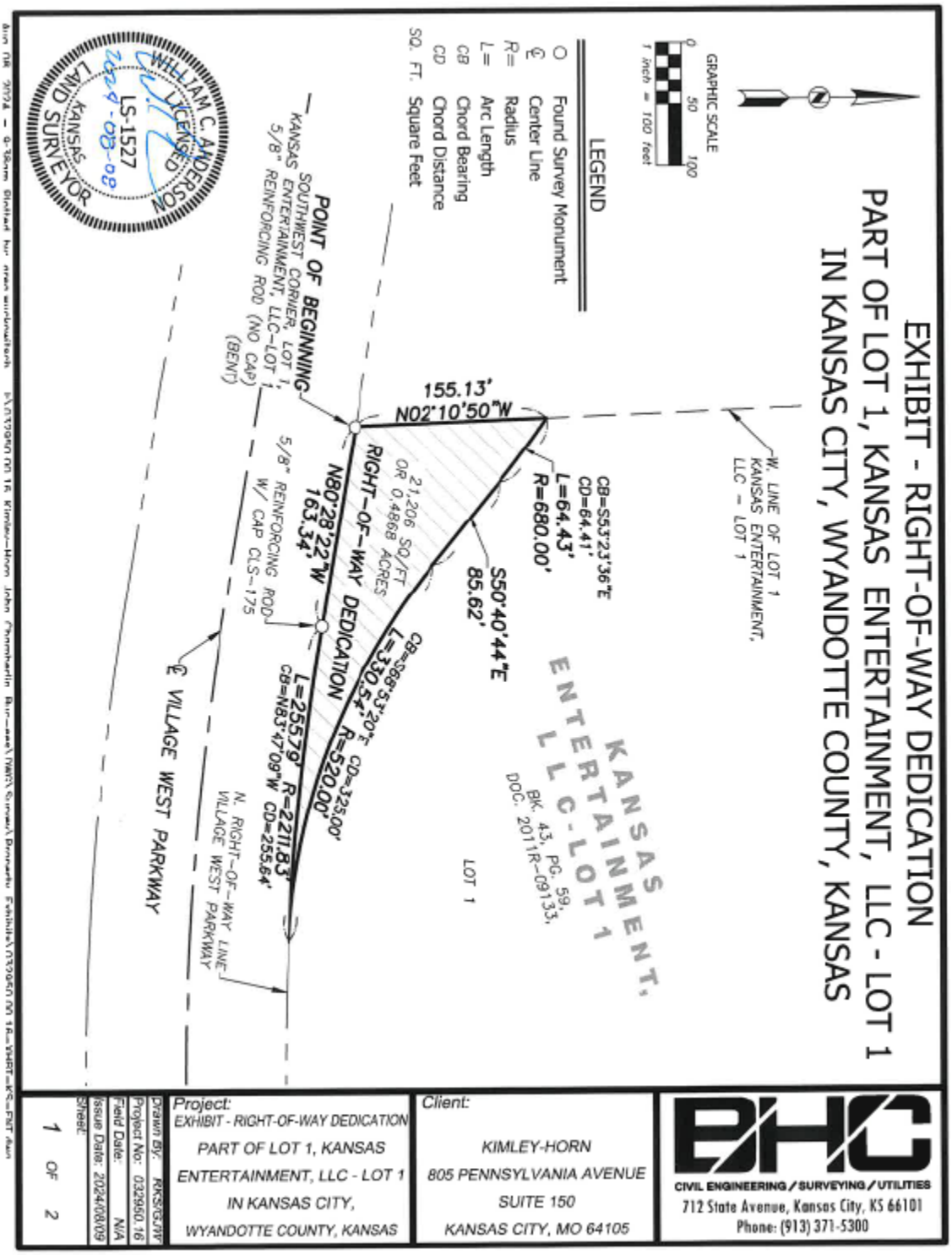


EXHIBIT - RIGHT-OF-WAY DEDICATION
PART OF LOT 1, KANSAS ENTERTAINMENT, LLC - LOT 1 IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS
DESCRIPTION (SEE SHEET 1 FOR MAP)

A Tract of land, for the purpose of Right-of-Way, being part of Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, a subdivision of land recorded August 1, 2011 in Plat Book 43, Page 59 and filed as Document Number 2011R-09133, in the City of Kansas City, Wyandotte County, Kansas said Tract being more particularly described by William C. Anderson, LS-1527, with BHC, KS CLS 175, on July 16, 2024, being more particularly by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North Right-of-Way line of Village West Parkway having a bearing of North 80° 28' 22" West as shown on recorded plat of KANSAS ENTERTAINMENT, LLC - LOT 1.)

BEGINNING at the Southwest corner of said Lot 1, KANSAS ENTERTAINMENT, LLC - LOT 1, monumented by a found 5/8-inch reinforcing rod with no cap;

Thence North 02° 10' 50" West, 155.13 feet, on the West line of said Lot 1,

Thence, departing said West line, Southeasterly, on a non-tangent curve to the right, having a radius of 680.00 feet, an arc length of 64.43 feet, said curve having a chord bearing of South 53° 23' 36" East, and an chord distance of 64.41 feet;

Thence South 50° 40' 44" East, 85.62 feet;

Thence Southeasterly, on a tangent curve to the left, having a radius of 520.00 feet, an arc length of 330.54 feet, to a point on the North Right-of-Way line Village West Parkway, said curve having a chord bearing of South 68° 53' 20" East, and a chord distance of 325.00 feet;

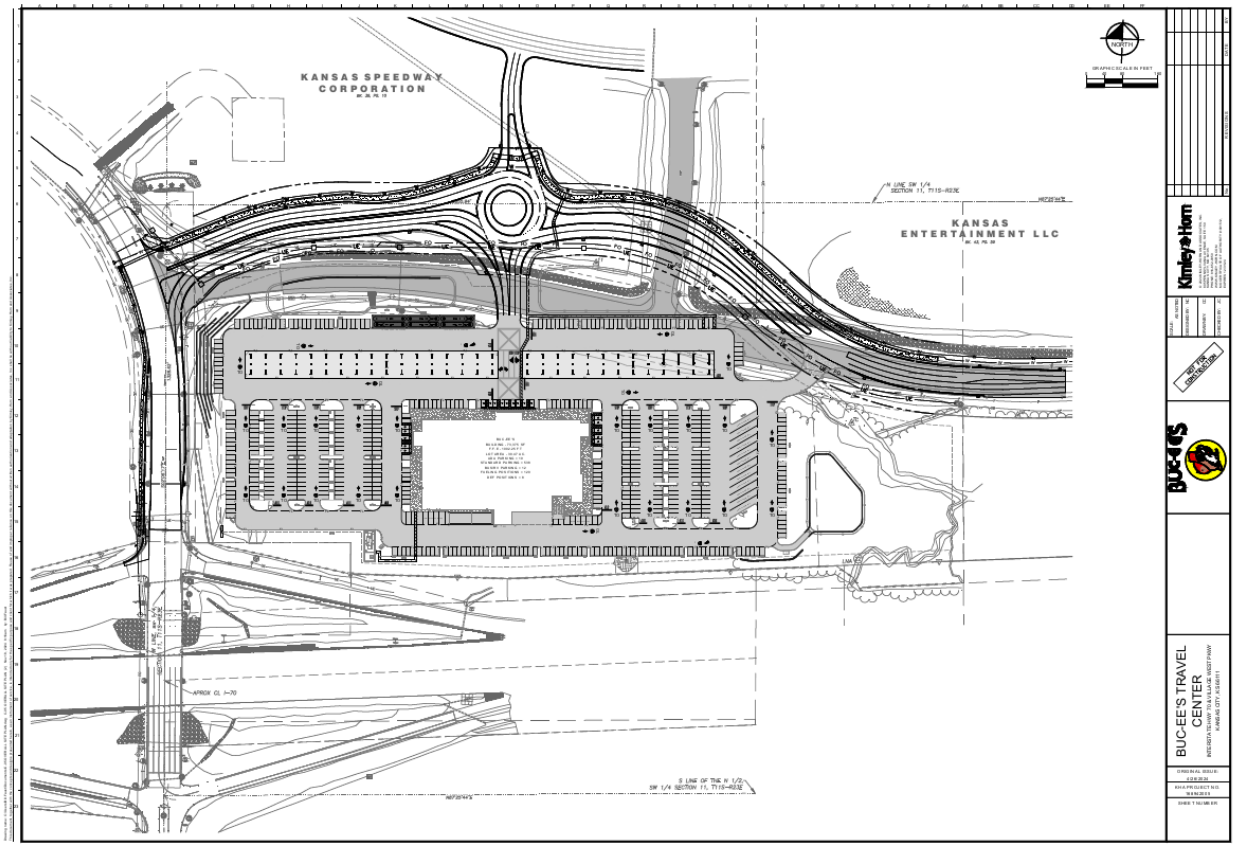
Thence Westerly on a non-tangent curve to the right, having a radius of 2211.83, an arc length of 255.79 feet, on said North Right-of-Way line, said curve having a chord bearing of North 83° 47' 09" West, and a chord distance of 255.64 feet;

Thence North 80° 28' 22" West, 163.34 feet, continuing on said North Right-of-Way line, to the POINT OF BEGINNING, said Tract containing 21,206 square feet or 0.4868 acres.

WILLIAM C. ANDERSON
LICENSED
LS-1527
2024-08-09
KANSAS
LAND SURVEYOR

Sheet: 2 OF 2	Drawn By: RKS/GJW Project No: 032950.16 Field Date: N/A Issue Date: 2024/08/09	Project: EXHIBIT - RIGHT-OF-WAY DEDICATION PART OF LOT 1, KANSAS ENTERTAINMENT, LLC - LOT 1 IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE SUITE 150 KANSAS CITY, MO 64105	BHC CIVIL ENGINEERING / SURVEYING / UTILITIES 712 State Avenue, Kansas City, KS 66101 Phone: (913) 371-5300		

Exhibit C – Maps Illustrating Relocation Improvements



Tracking ID: 21372

Report to
Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	Wendy Green, Assistant Counsel wmgreen@wycokck.org x5679	Legal

AGENDA ITEM #9.3.

RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (KANSAS ENTERTAINMENT LLC)

BACKGROUND

A resolution approving the Third Amendment to the Development Agreement between the UG and Kansas Entertainment, LLC.
Documents can be accessed at the link below.
https://xfer.wycokck.org/public/file/fVbQ_a_T90SW0Imh-J9w9A/UG%20Summary%20of%20Impact%20of%20Hotel.pdf

*This item was scheduled to appear before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on December 9, 2024. By a vote of 5/1 it was requested, and approved by the Mayor, to fast-track this item to the December 19, 2024, Board of Commissioners meeting.*

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution Approving Third Amendment to Development Agreement, 12.9.24 EDF Hollywood Hotel summary, mayor memo, DRAFT Third Amendment to Development Agreement Hollywood_10-2-24, UG.HotelHearings.12.19.24.Final

Approved by Mayor and/or Chair and Administrator to add to agenda.

RESOLUTION NO. R-____-24

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH KANSAS ENTERTAINMENT, LLC.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Kansas Entertainment, LLC, a Delaware limited liability company ("Entertainment"), entered into that certain Development Agreement dated as of September 8, 2009, including the Addendum to the Development Agreement dated March 15, 2010, the Amendment to Development Agreement dated January 9, 2014, and the Second Amendment to Development Agreement dated June 26, 2014 (collectively, the "Development Agreement");

WHEREAS, the Development Agreement is and has always been contingent on Entertainment being the Lottery Gaming Facility Manager for the Gaming Facility in the Northeast Gaming Zone d/b/a Hollywood Casino at Kansas Speedway ("Hollywood") pursuant to the Gaming Facility Contract dated August 25, 2009;

WHEREAS, Entertainment is in negotiations with the State for renewal or extension of the Gaming Facility Contract and, in conjunction with those discussions, intends to proceed with building a hotel connected to Hollywood which will include at least 125 guest rooms and have a construction commencement date of on or before December 31, 2026, provided the Gaming Facility Contract is renewed or extended and the Development Agreement is amended; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Third Amendment to Development Agreement, attached hereto as **Exhibit A** (the "Third Amendment"), with Entertainment to facilitate Entertainment's completion of the Hotel and support renewal or extension of the Gaming Facility Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Governing Body hereby approves the Third Amendment in substantially the form attached hereto.

Section 2. The County Administrator is hereby authorized and directed to execute in the name of the UG and deliver the Third Amendment.

Section 3. In furtherance of the foregoing, the Governing Body hereby endorses Hollywood renewing the Gaming Facility Contract for an additional fifteen (15) years.

Section 4. The County Administrator is hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON _____, 2024.

_____
Tyrone Garner, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

(Seal)

EXHIBIT A

Third Amendment

[Attached on following pages.]

HOLLYWOOD CASINO + HOTEL

To: Economic Development & Finance Committee

Meeting Date: December 9, 2024

RE: Item IV.4 – Resolution: Third Amendment to Development Agreement (Kansas Entertainment, LLC) - Summary

---

The Third Amendment requests a reduction of hotel rooms to 125 from 250 as contemplated in the 2009 Development Agreement, while reserving the ability to expand hotel rooms at a future date.

If Developer has not commenced construction on the hotel by December 31, 2026, Developer will then be required to provide liquidated damages to the Unified Government beginning January 1, 2027 at a rate of 1% from the Lottery Gaming Facility Revenues. Developer will continue to pay 1% liquidated damages to the Unified Government until the Hotel's construction commencement date subject to continuous pursuit of completion.

The Third Amendment would require the same contracts and employment practices in support of local and minority business enterprises, which Developer did previously meet during the Casino's construction.

There are no public incentives associated with the development of the Hotel.

<u>Economic Impact (Annual)</u>:

- Maintain the annual 4% Lottery Gaming Facility Revenues payment (3% required under State Statute)
- $850,000 Charitable Contribution (currently $500,000 / year)
- $650,000 in new hotel room tax revenue
- $500,000 to three non-host school districts
- $480,000 in new property tax revenue
- $50,000 in new sales tax revenue
- $100,000 to Parks & Recreation
- $25,000 to Convention and Visitor's Bureau
- $10,000 to Wyandotte County Chambers of Commerce
- Creation of 100-200 jobs

Unified Government of
Wyandotte County/Kansas City, Kansas
Tyrone A. Garner, Mayor/CEO

MEMORANDUM

To: Unified Government Board of Commissioners

From: Mayor/CEO Tyrone Garner

Date; October 18, 2024

Subject: Hollywood Casino Development Agreement Amendment Status (Third Amendment) Revised

You were sent a memorandum on the above subject matter a couple of days ago wherein I presented my rationale for sending this matter back to the Standing Committee for further consideration and discussion. While I remain steadfast in my determination to refer it back, I want to provide some clarity on what options the standing Committee may undertake. I have, through my earlier memorandum, offered an option of preference on increasing the charitable contribution amount and using those funds to help address the ever-pressing needs of our impoverished and indigent population. However, with regard to the three changes recommended by the standing committee I could also support leaving the penalty clauses exactly as they are until what was originally proposed is constructed and out of the ground.

Members of my staff have suggested leaving the penalty section as it is presently but cutting it in half to match the reduction of the hotel size since the hotel size is cut in half, but also leave the charitable contribution amount at the current higher agreed upon value. All of these are acceptable options that can and should be on the table as negotiations take place. It goes, without saying that how the fund pool is used, whatever it amounts to, is up to a majority of the Commission. My suggestions are designed to identify ways to address the needs of our community without adding to our debt load. This might also help to reduce the reliance on our budget for needed services so that we might reduce the tax burden felt by our residents.

Please advise if there are questions or concerns about my referring this matter back to the Standing Committee or the options at your disposal.

C. David Johnston, County Administrator; Wendy Green, Deputy Chief Legal Counsel; Monica Sparks, UG Clerk; LaVert Murray, Chief Economic Development Advisor

701 North 7th Street, Suite 926
Kansas City, Kansas 66101
Phone: (913) 573-5010
Email: mayorgarner@wycokck.org

Unified Government of
Wyandotte County/Kansas City, Kansas
Tyrone A. Garner, Mayor/CEO

MEMORANDUM

To: Unified Government Board of Commissioners

From: Mayor/CEO Tyrone Garner

Date; October 16, 2024

Subject: Hollywood Casino Development Agreement Amendment Status (Third Amendment)

The above subject Hollywood Casino Development Agreement amendment was discussed and deliberated during the September 30, 2024 Economic Development Standing Committee meeting, resulting in a recommendation to the full U G Commission that would :

1. Decrease the number of Hotel rooms from 250 rooms to 125 rooms
2. Increase the charitable contribution for social services from $500,000 to $850,000.
3. Extend the date to commence hotel construction to December 31, 2026.

The Standing Committee's recommendations on this matter were to be deliberated and voted on by the full U G Commission at its October 30, 2024, meeting, and this memorandum is intended to provide advanced notice and information as to why I have opted to refer the matter back to the Standing Committee to consider additional options that would further benefit the community.

There is an exigent need to address the needs of our impoverished population in our downtown and throughout the city. There exist funding shortages that hamper our social service agencies in their efforts to reduce homelessness, hunger, and crime and promote community stability. If some of the progress we are experiencing in our downtown is to manifest we must be deliberate in our efforts to develop a comprehensive solution for addressing typical societal ills and afflictions like mental illness, addictions and other behaviors that further exacerbates the plight of the impoverished. Time is of the essence,

It is proposed that staff continue negotiations with Kansas Entertainment, LLC to increase the charitable contribution fund for social services from $850,000 to $1,000,000, which represents an increase of $150,000. This would allow us to fund our food kitchen and promote a centralized support system for our indigent population with a range of social services. When considering the total sales of the casino this represents a very small sacrifice for Kansas Entertainment, LLC, while bringing about huge benefits for our indigent population.

Please advise if there are questions or concerns about my referring this matter back to the Standing Committee.

C. David Johnston, County Administrator; Wendy Green, Deputy Chief Legal Counsel; Monica Sparks, UG Clerk; LaVert Murray, Chief Economic Development Advisor

701 North 7th Street, Suite 926
Kansas City, Kansas 66101
Phone: (913) 573-5010
Email: mayorgarner@wycokck.org

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the "Third Amendment") is made and entered into as of the ____ day of ____ 2024, by and between the UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ("Unified Government") and KANSAS ENTERTAINMENT, LLC ("Entertainment"), a Delaware limited liability company.

RECITALS:

A. The parties entered into that certain Development Agreement dated September 8, 2009, as amended from time to time by the parties, including the Addendum to Development Agreement dated March 15, 2010, the Amendment to Development Agreement dated January 9, 2014, and the Second Amendment to Development Agreement, dated June 26, 2014 (collectively, the "Development Agreement"; reference to the Development Agreement shall include reference to this Third Amendment, as appropriate).

B. Pursuant to that certain Gaming Facility Contract, dated August 25, 2009, Entertainment is the Lottery Gaming Facility Manager for the Gaming Facility in the Northeast Gaming Zone d/b/a Hollywood Casino at Kansas Speedway ("Hollywood"). The Development Agreement terminates, and the Unified Government loses all benefits associated therewith, if Entertainment is no longer the Lottery Gaming Facility Manager for the Northeast Gaming Zone.

C. Entertainment is in negotiations with the State for renewal or extension of the Gaming Facility Contract and, in conjunction with those discussions, Entertainment has notified the Unified Government of its intention to proceed with building a hotel connected to Hollywood, which will include at least 125 guest rooms and have a construction commencement date of on or before December 31, 2026 (the "Hotel"), provided the Gaming Facility Contract is renewed or otherwise extended and the Unified Government is amenable to amending the Development Agreement as set forth herein.

D. Entertainment's plan for the Hotel and its renewal or extension of the Gaming Facility Contract are in the best interest of the Unified Government and entering into this Third Amendment is necessary for Entertainment's construction of the Hotel and the renewal or extension of the Gaming Facility Contract.

E. ln light of the circumstances set out above, the Unified Government Board of Commissioners wishes to amend the Development Agreement to facilitate Entertainment's completion of the Hotel and support renewal or extension of the Gaming Facility Contract.

F. The Unified Government Commission adopted Resolution No. _____ on ___, 2024, authorizing this Third Amendment, and authorizing the County Administrator to execute on behalf of the Unified Government the Third Amendment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The Development Agreement is hereby amended in the following respects.

2. Any and all references in the Development Agreement, direct or indirect, to the Project and/or Hotel, including but not limited to Sections 2.01 of the Development Agreement, any Development Agreement Exhibits, and/or any reference to the Hotel, rooms or guest rooms or the timing of any aspect of the Hotel, shall be amended so that the Project now contemplates a Hotel with (a) 125 guest rooms; and (b) a construction commencement date of on or before December 31, 2026, striking any reference, direct or indirect, to the contrary, subject to Section 13.03, as amended in Paragraph 3 of this Third Amendment. For clarity, references to the beginning of construction and/or the construction commencement date of the Hotel, as used herein, shall refer to the occurrence of both the issuance of the necessary permits to begin construction of the Hotel and Entertainment's undertaking of a program of construction that is continuously pursued to completion.

3. Subject to the timing provisions set forth in Paragraph 5, Section 13.03 of the Development Agreement, inclusive of any terms or conditions in the Development Agreement arising from or relating to Section 13.03, are hereby stricken in their entirety and Section 13.03 is replaced with the following:

> **13.03. Failure to Timely Develop a Hotel.** In the event Entertainment has not begun construction on a Hotel, containing a minimum of 125 guest rooms, on or before December 31, 2026, Entertainment shall be liable to the Unified Government for liquidated damages as follows: from January 1, 2027 until such time as Entertainment commences construction of the above-referenced Hotel, Entertainment shall pay to the Unified Government liquidated damages equal to one-percent (1%) of the "Lottery Gaming Facility Revenues" (as that term is defined in the Gaming Facility Contract) to be utilized solely at the discretion of the Unified Government.
>
> Any liquidated damage liability arising under this Section 13.03 shall be due and payable from Entertainment within thirty (30) days after the date the Unified Government provides Entertainment with a written demand for such payment. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 13.03 constitute the exclusive remedy of the Unified Government for the failure of Entertainment to comply with its obligation contained regarding the Hotel.

4. Subject to the timing provisions set forth in Paragraph 5, ~~E~~expressly conditioned upon Paragraph 2 of this Third Amendment remaining in full force and effect explicitly as contemplated herein and Entertainment not being subject to the penalty contemplated in Paragraph 3, upon construction of the Hotel, Entertainment agrees to increase its voluntary charitable contributions to the Unified Government for social services and charitable community activities by $350,000 and, in furtherance thereof, Section 7.01(ii) of the Development Agreement is hereby stricken in its entirety and replaced with the following: "(ii) annual contributions of Eight Hundred Fifty Thousand and no/100 Dollars ($850,000) to fund Wyandotte County social services and

charitable community activities (while these funds are to be dispersed at the Unified Government's sole discretion, Entertainment urges and supports that each year $50,000 of such annual contribution be allocated to Dotte Promise)". For clarity, in the event that the terms and conditions of Paragraph 2 are no longer enforceable or if Entertainment is subject to the penalty contemplated in Paragraph 3, for any or no reason, in part or in full, Paragraph 4 shall no longer have any effect and the contribution in Section 7.01(ii) shall return to $500,000.

5. ~~The~~ This Third Amendment is a binding agreement upon the parties as of the date first referenced above, provided that the effective date of the terms and conditions set forth in Paragraphs 3 through 4 shall be the earlier of (a) the actual date construction begins on the Hotel; or (b) January 1, 2027. For clarity, the intent of the Parties is that (i) effective immediately upon execution of this Third Amendment, the Development Agreement will contemplate a Hotel with 125 rooms and construction beginning on or before December 31, 2026; ~~and~~ (ii) upon the earlier of the beginning of construction of the Hotel and January 1, 2027, Section 13.03 and Section 7.01(ii) of the Development Agreement shall be amended consistent with this Third Amendment; and (iii) Entertainment shall pay to the Unified Government the penalty referred to in Section 13.03 until the Hotel's construction commencement date.

6. All capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

7. In the event any provision provided herein conflicts with any provision of the Development Agreement, the provisions of this Third Amendment shall control. To the extent the provisions of the Development Agreement are modified by this Third Amendment, directly or indirectly, such provisions of the Development Agreement are hereby superseded and replaced by the terms and conditions in this Third Amendment. Otherwise, the terms and conditions in the Development Agreement shall remain in full force and effect as set out therein.

8. The Development Agreement, as amended by this Third Amendment, shall be binding upon and inure to the parties' respective successors and assigns.

9. If any provision or any portion thereof contained in the Development Agreement, as amended by this Third Amendment, is held to be unconstitutional, invalid, or unenforceable, such provision or portion thereof, shall be severable, and the remainder of the Development Agreement, as amended by this Third Amendment, shall not be affected and shall remain in full force and effect.

10. The persons signing this Third Amendment are duly authorized to execute the document on behalf of and to bind their respective parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the date first written above.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
David Johnston
County Administrator

Attest:

_____
Unified Government Clerk

KANSAS ENTERTAINMENT, LLC
By: Penn Hollywood Kansas, Inc., its Managing Member

_____
By: Chris Rogers
Title: Secretary

[END OF DOCUMENT]

PENN ENTERTAINMENT

KANSAS SPEEDWAY

PROPOSED HOTEL DEVELOPMENT

HOLLYWOOD Casino AT KANSAS SPEEDWAY

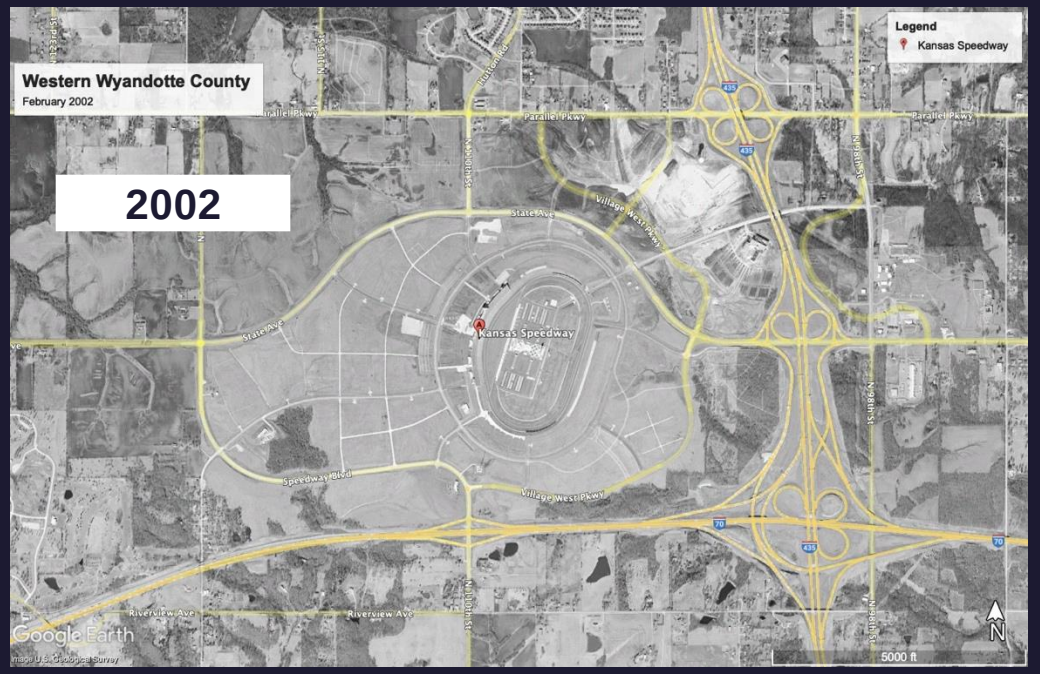
December 19, 2024

INTRODUCTIONS

- Chris Rogers, EVP – Chief Strategy and Legal Officer, PENN
- Jeff Morris, Vice President – Public Affairs, PENN
- Michael West, Vice President – Legal/Strategy, PENN
- Pat Warren, President – Kansas Speedway
- Aaron Rosenthal, SVP – Regional Operations, PENN

KANSAS SPEEDWAY

- Opened in April 2001
- Spurred ancillary development
  - Village West
  - Residential Expansion
  - Hollywood Casino
- Hosts two major annual race weekends
  - Advent Health 400
  - Hollywood Casino 400
- ~250 events at the Speedway each year



HOLLYWOOD Casino AT KANSAS SPEEDWAY

- Kansas Entertainment – a Joint Venture between PENN and NASCAR – stepped into previous agreement with Wyandotte County to develop and open a gaming facility
- Opened February 3, 2012
- 95,000+ sq ft of gaming space
- 1,533 slot machines
- 35 table games
- 12 poker tables
- ESPN BET Sportsbook
- 472 team members

MAJOR ECONOMIC DRIVER IN WYANDOTTE COUNTY

$300 million

Payroll & Benefits

$67 million

Property Taxes / Fees

$32 million

Gaming Taxes

$15 million

Charitable Contributions

DELIVERING ON OUR PROMISES

Casino Development Vendors

48%	30%	16%
Locally-Owned	Women-Owned	Minority-Owned

On-Going Property Vendors

24%	15%	4%
Locally-Owned	Women-Owned	Minority-Owned

ANNUAL BENEFITS TO WYANDOTTE COUNTY

3%

of Casino Gaming Revenue
(Kansas Lottery)

1%

of Casino Gaming Revenue
(Development Agreement)

$500k

to 3 non-host
school districts

$500k

to Wyandotte County social and
community services and charities

$100k

for UG Parks and
Recreation

$25k

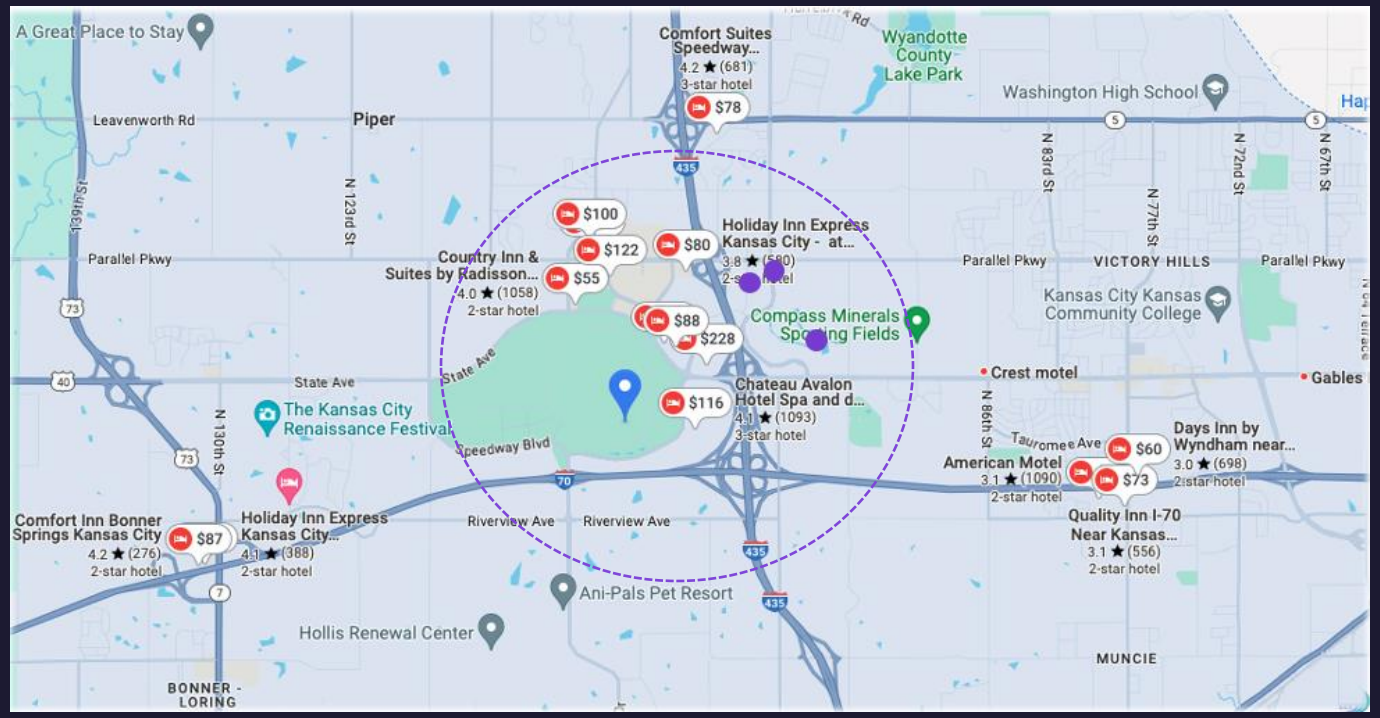
to be distributed
by CVB

$10k

to Wyandotte County
Chamber of Commerce

- $4,000 to Kansas City Kansas Area Chamber
- $1,500 to Bonner Springs Edwardsville Area Chamber
- $1,500 to Kansas Black Chamber of Commerce
- $1,000 to Women's Chamber of Commerce of KCK
- $1,000 to Asian-American Chamber of Commerce
- $1,000 to Hispanic Chamber of Commerce

CURRENT HOTEL LANDSCAPE



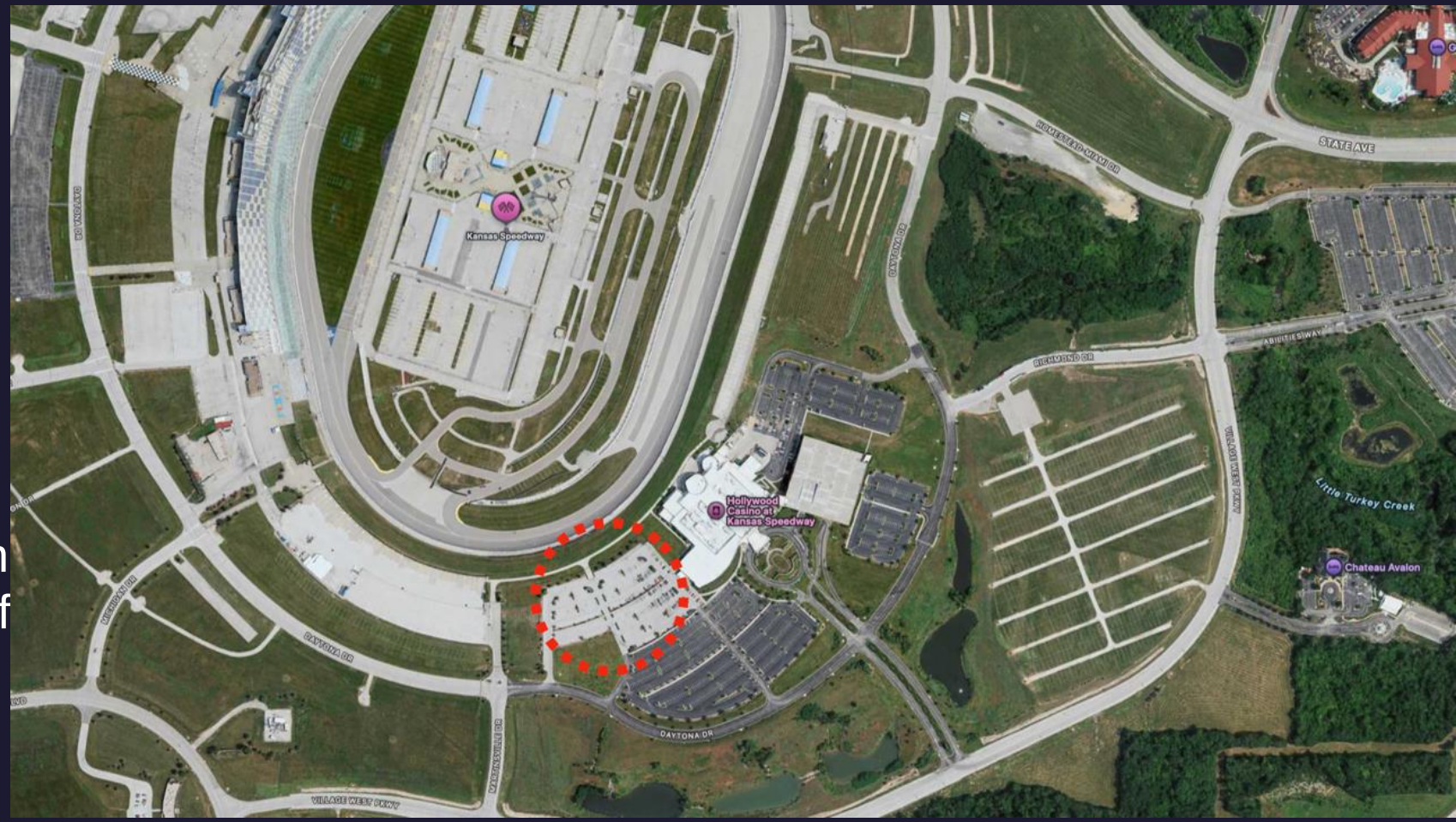
The occupancy rate of area hotels is 70.6% YTD through August 2024 and was 70.6% in 2023.

Existing Hotels	Rooms
Comfort Suites Speedway KC	84
Candlewood Suites KC Speedway	95
Homewood Suites by Hilton KC Speedway	108
Great Wolf Lodge Kansas City	281
Hampton Inn Kansas City The Legends	76
Chateau Avalon	60
Holiday Inn Express KC at The Legends	96
Country Inn & Suites KC at Village West	116
Best Wester Premier KC Speedway Inn & Suites	82
Residence Inn Kansas City at The Legends	108
Fairfield Inn & Suites	110
Existing Room Count	**1,116**

Future Development	
Margaritaville Resort (2025)	230
Hilton Garden Inn (TBD)	125
With Future Development	**1,571**

OPPORTUNITY TO EXPAND OUR OFFERINGS AT HOLLYWOOD CASINO

- Proposed hotel with 125-140 rooms and suites (with space to expand) connected to the west side of the casino
- New dining options, meeting and banquet space, and additional amenities TBD
- Proven 3rd party developer with a diverse and global portfolio of over 65 hotel accommodations and 27 dining venues



Proposed Hotel Location

Images are examples of similar quality expected at Hollywood Casino's Proposed Hotel

PROPOSED AMENDMENT TO OUR DEVELOPMENT AGREEMENT

- Reduction of minimum room count to 125
- **$350,000** increase to annual contribution for Wyandotte County social services and charitable community activities, totaling **$850,000** annually
- Commitment to pay existing hotel penalty until commencement of material construction of the hotel
  - *No change to existing language in our current agreement*
  - *Accrues daily*

No Type of Public Incentives, Tax Increment Financing, Star Bonds, or Any Other Governmental Assistance

PROJECTED NEW ANNUAL BENEFITS TO WYANDOTTE COUNTY WITH APPROVAL OF THE AMENDMENT

- Additional $350,000 (from $500,000 to $850,000) for UG to disperse for social services and charitable community activities
- $650,000 in new hotel room tax revenue
- $480,000 in new property tax revenue
- $50,000 in new sales tax revenue

Summary

Existing Hotel Penalty:	**~$1,447,000 annually**
New Direct Benefits:	**~$1,530,000 annually**

Additional Benefits

- Increased visitation to casino, increasing the value of UG's 4% share of gaming revenues
- Hundreds of new construction and permanent jobs, creating direct, indirect and induced benefits for the Unified Government
- One-time construction-related tax revenues
- Projected revenue growth does not consider ancillary benefit of neighboring Buc-ees development and visitation to Village West

PENN ENTERTAINMENT

KANSAS SPEEDWAY

THANK YOU

Tracking ID: 21556

Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 1 9 2024	Deasiray Bush, Program Coordinator dbush@wycokck.org x5110	Transportation

AGENDA ITEM #
RESOLUTION: FISCAL YEAR 2025 COMMUNITY PROGRAMS - JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS
BACKGROUND
Adoption of a resolution to apply for FY2025 Community Programs - Juvenile Justice Involved Youth Programs in the amount of $472,280, no match is required.
RECOMMENDATION
Approve
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
IT/POLICY CONSIDERATIONS
PROCUREMENT CONSIDERATIONS
LEGAL CONSIDERATIONS
ATTACHMENTS
Agenda Grant info, Resolution for DOT Youth Micro Transit Grant Application

Approved by Mayor and/or Chair and Administrator to add to agenda.

12/10/2024

12-11-24

RESOLUTION NO. _____

A RESOLUTION FOR THE WYANDOTTE COUNTY TRANSPORTATION DEPARTMENT'S APPLICATION FOR THE FY2025 COMMUNITY PROGRAMS JUVENILE JUSTICE INVOLVED YOUTH PROGRAMS GRANT FROM THE KANSAS DEPARTMENT OF CORRECTIONS, AND ALLOCATION OF FUNDS FOR ELIGIBLE USES

WHEREAS, the Unified Government Transportation Department wishes to apply for the two-year FY2025 Community Programs Juvenile Justice Involved Youth Programs grant through the Kansas Department of Corrections the application deadline of which is January 1 2025.

WHEREAS, the Unified Government Transportation Department will use the grant funds to create the Juvenile Justice Youth Transit Connect program to offer services to youth at risk of becoming juvenile offenders and their families, juveniles experiencing behavioral health crisis and their families, and children who have been administered a risk and needs assessment and have been identified as needing services pursuant to K.S.A. 38-2292;

WHEREAS, the Juvenile Justice Youth Transit Connect program will provide safe and reliable transportation for youth to and from community programs, ensuring that these youth have the necessary means to access educational, rehabilitative, and supportive services effectively; and

WHEREAS, the Unified Government Transportation Department expects to receive an award decision within 60 days of application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AS FOLLOWS:

Section 1. The Unified Government Board of Commissioners hereby approves the Transportation Department's application for the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant.

Section 2. If the Unified Government Transportation Department receives the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant, the Unified Government Board of Commissioners hereby approves the Transportation Department's use of the grant to provide safe and reliable transportation for youth to and from educational, rehabilitative, and supportive services in the community.

Section 3. If the Unified Government Transportation Department receives the FY2025 Community Programs Juvenile Justice Involved Youth Programs grant, the County Administrator and other officers, agents, and employees of the Unified Government are hereby authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2024.

_____
Tyrone A. Garner, Mayor/CEO

Attest:

_____
Unified Government Clerk

Approved as to Form:

_____

Agenda Item: Resolution**:** Transportation Department FY2025 Community Programs - Juvenile Justice Involved Youth Programs.

Background

Adoption of a resolution to submit an application for FY2025 Community Programs - Juvenile Justice Involved Youth Programs.

- Seeking approval to apply for Kansas Department of Corrections FY2025 Community Programs - Juvenile Justice Involved Youth Programs.
- State Request: $472,280
- Zero match requirement
- Application is due January 1, 2025
- Grant Description: The Kansas Department of Corrections is pleased to announce the release of a grant application to help support communities in providing services to youth that are at risk for juvenile offenders and their families, juveniles experiencing behavioral health crisis and their families and children who have been administered a risk and needs assessment and have been identified as needing services pursuant to K.S.A. 38-2292 (Youth identified as CINC - Child in Need of Care).
- Project Name: Juvenile Justice Youth Transit
- Project Description: The Juvenile Justice Youth Transit Connect program offers a vital resource by ensuring safe and reliable transportation for youth to and from community programs. This initiative is particularly commendable for its commitment to accessibility and support in facilitating the rehabilitation and integration of juvenile justice-involved youth into society. By providing tailored transportation solutions, the program addresses a critical need in our community, ensuring that these youth have the necessary means to access educational, rehabilitative, and supportive services effectively.

  Microtransit, as utilized by the program, represents a forward-thinking approach to transportation services. Its flexibility and responsiveness to passenger demand are well-suited for meeting the unique needs of juvenile justice-involved youth. By leveraging small vehicles and utilizing technology to optimize routes, the Juvenile Justice Youth Transit Connect program not only enhances transportation efficiency but also enhances safety and reliability, which are paramount in ensuring the well-being and progress of the youth it serves.

UNIFIED GOVERNMENT

TRANSPORTATION DEPARTMENT

JUVENILE JUSTICE YOUTH TRANSIT

Presented by: Deasiray Bush

"RideKC, where every trip's a breeze, from buses to bikes, we aim to please!" ~UGT Team

ABOUT US

The Unified Government Transportation (UGT) Department operates local fixed route services along major travel corridors, Microtransit within a dedicated service zone, Bikeshare in select areas, non-emergency medical transportation (NEMT), and complementary Americans with Disabilities Act (ADA) paratransit service for persons with disabilities and seniors throughout Wyandotte County.

In addition to these services, UGT operates under the RideKC regional brand and contracts with the Kansas City Area Transportation Authority (KCATA) to supplement public transportation in Kansas City, Kansas

RideKC

FY2025 Community Programs
Juvenile Justice-Involved Youth Programs

- Non-Competitive Award
- Grant Award Period of two (2) Years
- Application is due January 1, 2025
- No Match Required
- Request Threshold: $500k

Eligible Project: Juvenile Justice Youth Connect

- UGT Request: $472,280
- Letter of Support from Community Corrections
- Juvenile Youth - Free Transportation
- Expand RideKC On-Demand (Microtransit) to the South Corridor area.
- Provide transportation coverage to Rosedale, Argentine, and Turner areas.

Community Programs Juvenile Justice Involved Youth Programs

Opportunities for the development and implementation of evidence-based community programs and practices for juvenile offenders, juveniles experiencing mental health crisis and their families... (KSA 75-52, 164)

Juvenile Justice Oversight Committee

Improve the lives and well-being of all youth in Kansas.

SENATE BILL 367

$ Rolling Grant Opportunities **How to Apply** (click)

Information

- Applications accepted after May 15th
- Reinvesting funds into Evidence-Based and Promising Practices programs exist in the community.
- Available throughout the year, beginning Fiscal Year 2025. First round deadline July 15th.
- Supporting services for:
  - Juvenile offenders and their families
  - Juveniles experiencing behavioral health crisis and their families
  - Children who have been administered a risk and needs assessment and have been identified as needing services pursuant to KSA 38-2292

Eligibility

- Any organization or agency may apply
- Priority to those demonstrating a low availability of evidence bases community programs for juveniles will be given priority.
- Non Competitive Awards
- Grant award period of 2 years
- Technical Assistance will be provided in the application process

✓ Obtain Grant information from www.doc.ks.gov/juvenile-services/grants

✓ Multiple award opportunities throughout the year, not a one time deadline

This funding was made possible through the passage of Senate Bill 367 which reallocated funds originally used to maintain children's correctional facilities and now is used to keep kids in their communities and offer support.

For more information contact Matt Billinger, Juvenile Justice Oversight Committee Coordinator at matthew.billinger@ks.gov

Open to the General Public

South Corridor Connections

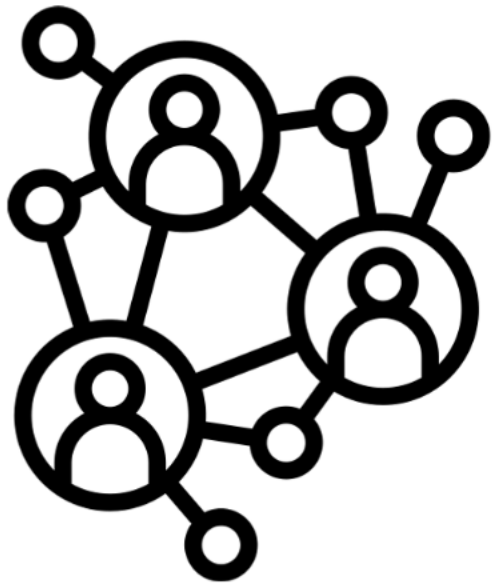
Community Corrections Collaboration

WEEKEND SERVICE

Connect Youth to Community Resources

Improve Quality of Life

Alleviate Transportaion Barriers



Connect Youth to Educational Institutions

Transportation Gaps

Meet Mobility Needs (ADA)

Expand On-Demand (Microtransit) Services

Reduce Environmental Impact

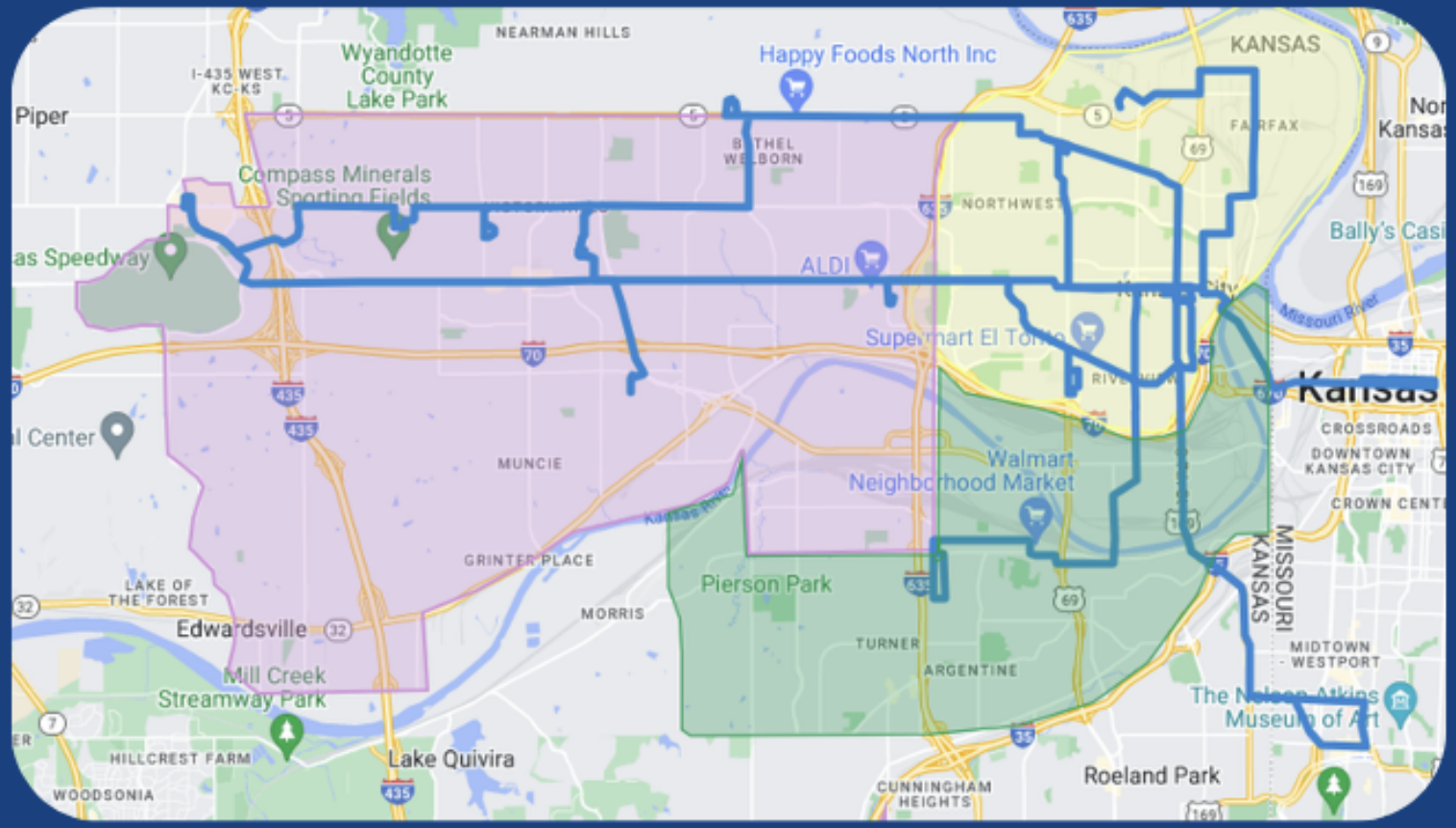
Foster Economic Growth

Fare-Based Program

Juvenile Youth - Free

JUVENILE JUSTICE YOUTH CONNECT

SOUTH CORRIDOR ZONE

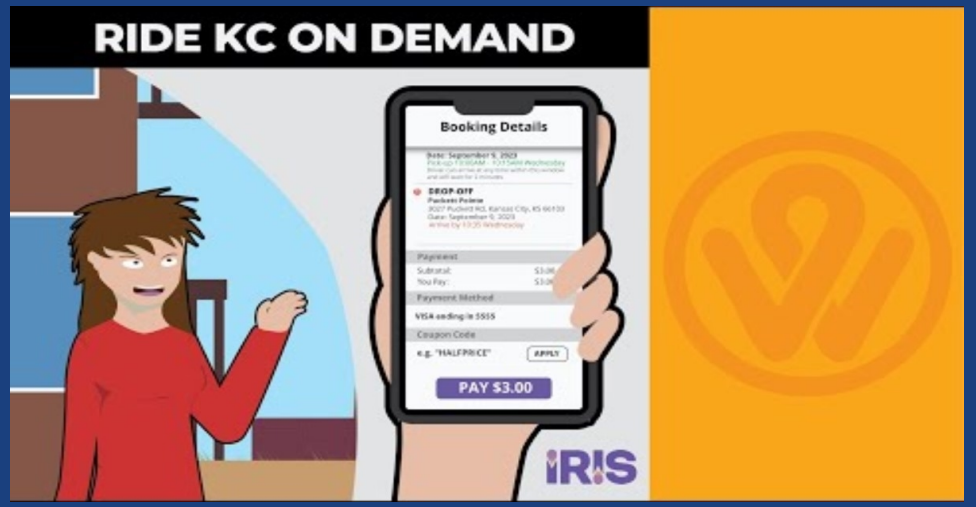


IRIS

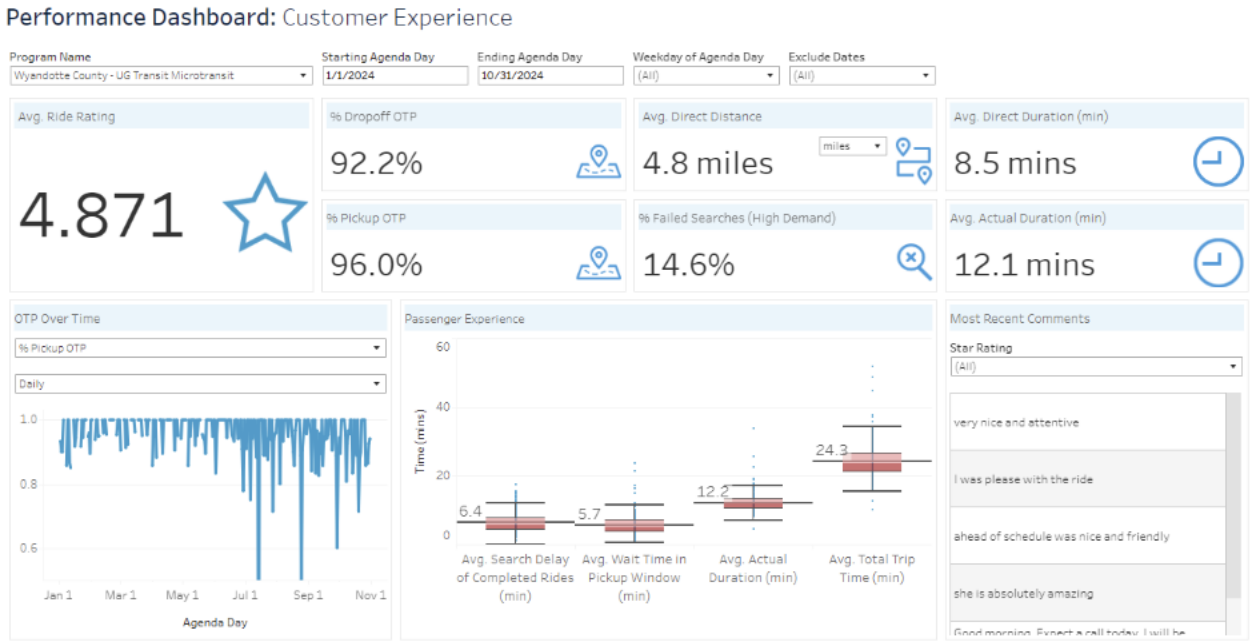
DOWNLOAD THE IRIS APP TODAY

Microtransit Zones

- Midtown to Legends
- Northeast - Launch 2025
- South Corridor Zone



STATS



Peak Hours

6am - 7am = AVG 34 Rides

3pm - 6pm = AVG 38 Rides

2024 Ridership

4,642

Jan-Oct

Most Recent Comments

- Very Nice and Attentive
- Pleased with the Ride
- Ahead of Schedule and was nice and friendly
- Amazing Service

Total Project Cost (Annual)

- Total cost for weekday service (Monday to Friday) = $150,336
- Total cost for weekend service (Saturday and Sunday) = $59,904
- Total RideCo Software Cost = $650

Contingency Fund

To account for potential fluctuations in demand, maintenance costs, or unexpected expenses, a contingency budget of 5% is recommended:
·Contingency Fund = 5% of $210,890 = $10,544

Total Project Budget with Contingency = $221,434 per vehicle

Operating Days	Shift	Hours per day	Days per Year	Total Annual Service Hours	Rate per Service Hour	**Annual Fee**
Monday- Friday	6am-6pm	12	261	3132	$48.00	**$150,336.00**
Operating Days	Shift	Hours per day	Days per Year	Total Annual Service Hours	Rate per Service Hour	**Annual Fee**
Saturday & Sunday	6am-6pm	12	104	1248	$48.00	**$59,904.00**

PER VEHICLE ESTIMATE

Unified Government Transportation Department Information

5033 State Avenue
Kansas City, Kansas 66102

ugtransit@wycokck.org

Contact Us

913-573-8351

YouTube

SUBSCRIBE

Website

Website: www.wycokck.org/transportation

Tracking ID: 21606

Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 16 2024	Casey Meyer, Senior Counsel cmeyer@wycokck.org x2851	Legal

AGENDA ITEM #

RESOLUTION: Approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203

BACKGROUND

A resolution approving an agreement between the Unified Government and Piper USD 203 for the provision of one school crossing guard by the UG and reimbursement by Piper USD 203. The attachments are the Resolution and the Draft Agreement.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution for Crossing Guard at Piper USD 203 (003), DRAFT UG Piper school crossing guard Agreement 11.19.2024 (004)

Approved by Mayor and/or Chair and Administrator to add to agenda.

Approve: Actin, CAO

12.4.24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND PIPER USD NO. 203 FOR THE PROVISION OF A SCHOOL CROSSING GUARD.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, Piper USD No. 203 and Unified Government, have determined that the interests and welfare of the public will best be served by an Agreement for the Unified Government to provide a School Crossing Guard to serve at Piper USD No. 203; and

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____

Tyrone A. Garner, Mayor CEO

ATTEST

_____

Unified Government Clerk

PIPER USD 203 SCHOOL CROSSING GUARD AGREEMENT

THIS PIPER USD NO. 203 SCHOOL CROSSING GUARD AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION of PIPER SCHOOL DISTRICT No. 203, ("School District"), a political subdivision of the State of Kansas, 3130 North 122nd Street, Suite A, Kansas City, Kansas 66109, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY ("Unified Government") a political subdivision of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, as amended, municipalities and certain public agencies, including political subdivisions of the State of Kansas as defined therein, are authorized to enter into agreements to perform any governmental service or undertaking authorized by law to perform; and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action regarding the provision of a school crossing guard in accordance with K.S.A. 8-15,104; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Term

This Agreement shall be effective on the date it is signed by the parties, and shall continue through the last day of the 2024-2025 school year as designated by the School District's academic calendar, provided that the term may be extended by the School District as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. This agreement may be extended upon agreement of both parties.

Termination

This Agreement may be terminated without cause by either party upon 30 days prior written notice.

Relationship of Parties

The Unified Government and School District shall have the status of an independent contractor for purposes of this Agreement. All Crossing Guards provided by the Unified Government shall be considered employees of the Unified Government, subject to the Unified

Government's control and supervision. The School District agrees to cooperate with the Unified Government in the case of any administrative investigation regarding violations of procedure. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties.

Purpose

This Agreement is established for the purpose of jointly providing for a School Crossing Guard to serve at an elementary school crossing as designated by Piper USD No. 203 Schools, Kansas City, Kansas.

Consideration

In consideration of the assignment of one school crossing guard at the School District, the School District agrees to pay the Unified Government for each hour the crossing guard is assigned at the District. The rate shall be as follows: $15.00 per hour for 2 hours per day, and a $6.00 daily per diem.

The Unified Government shall provide the necessary equipment for the school crossing guard to carry out their duties.

The invoice submitted by the Unified Government shall be paid within thirty (30) days of receipt by School District.

Description of Arrangement

Unified Government agrees to employ and provide one school crossing guard for use at an elementary school within the School District. The school crossing guard shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference.

Notice of Default and Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

General Provisions

A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. **Assignability.** Neither party may assign this Agreement without prior written approval of both parties.

C. **Limitation.** Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas Law.

D. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

E. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

F. **Counterparts.** The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this USD NO. 203 SCHOOL CROSSING GUARD AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
David. W. Johnston, County Administrator

ATTEST:

By:_____
(Name)_____ , _____ (title)

DATED this _____ day of _____, 2024.

BOARD OF EDUCATION OF
PIPER SCHOOL DISTRICT No. 203.

By:_____
, Board President

ATTEST:

By:_____

EXHIBIT A

1. One crossing guard will be provided to the District for use at an elementary school crossing.
2. The Unified Government will equip the crossing guard with the following:
    a. Safety Vest
    b. Hat
    c. Gloves
    d. Stop sign
    e. Whistle
    f. Rain/snow gear
3. Shifts will be limited to 2 hours per day.
    a. 7:45-8:45 am
    b. 2:45-3:45 pm

Tracking ID: 21607

Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 16 2024	Casey Meyer, Senior Counsel cmeyer@wycokck.org x2851	Legal

AGENDA ITEM #

RESOLUTION: Approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500

BACKGROUND

A resolution approving an agreement between the Unified Government and USD 500 for the provision of up to 28 school crossing guards by the UG and reimbursement by USD 500, submitted by Casey Meyer, Senior Counsel, Legal Department. The attachments are the Resolution and the Draft Agreement.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution for Crossing Guard at USD 500, DRAFT UG USD 500 school crossing guard Agreement 11.25.2024 (002)

Approved by Mayor and/or Chair and Administrator to add to agenda.

Approved: Acting CAO

12.4.24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND UNIFIED SCHOOL DISTRICT NO. 500 FOR THE PROVISION OF A SCHOOL CROSSING GUARD.

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, Unified School District No. 500 (USD 500) and Unified Government, have determined that the interests and welfare of the public will best be served by an Agreement for the Unified Government to provide School Crossing Guards to serve at USD 500; and

WHEREAS, the parties have reached and prepared an Agreement describing the responsibilities of the parties concerning the above relationship;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS: That the Unified Government is hereby authorized to enter said agreement by signature of the County Administrator and who is hereby authorized to take any action required and necessary to implement and satisfy the intent of said Agreement.

THIS RESOLUTION IS ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By:_____
Tyrone A. Garner, Mayor CEO

ATTEST

_____
Unified Government Clerk

UNIFIED SCHOOL DISTRICT NO. 500 SCHOOL CROSSING GUARD AGREEMENT

THIS UNIFIED SCHOOL DISTRICT NO. 500 CROSSING GUARD AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION of UNIFIED SCHOOL DISTRICT NO. 500, ("School District"), a political subdivision of the State of Kansas, 3130 North 122nd Street, Suite A, Kansas City, Kansas 66109, and the UNIFIED GOVERNMENT of KANSAS CITY/WYANDOTTE COUNTY ("Unified Government") a political subdivision of the State of Kansas, 701 North 7th Street, Kansas City, KS 66101.

WITNESSETH

WHEREAS, pursuant to Kan. Stat. Ann. 12-2908, as amended, municipalities and certain public agencies, including political subdivisions of the State of Kansas as defined therein, are authorized to enter into agreements to perform any governmental service or undertaking authorized by law to perform; and

WHEREAS, the School District and Unified Government, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action regarding the provision of a school crossing guard in accordance with K.S.A. 8-15,104; and

WHEREAS, the governing bodies of the School District and the Unified Government have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Term

This Agreement shall be effective on the date it is signed by the parties, and shall continue through the last day of the 2024-2025 school year as designated by the School District's academic calendar, provided that the term may be extended by the School District as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. This agreement may be extended upon agreement of both parties.

Termination

This Agreement may be terminated without cause by either party upon 30 days prior written notice.

Relationship of Parties

The Unified Government and School District shall have the status of an independent contractor for purposes of this Agreement. All Crossing Guards provided by the Unified Government shall be considered employees of the Unified Government, subject to the Unified

Government's control and supervision. The School District agrees to cooperate with the Unified Government in the case of any administrative investigation regarding violations of procedure. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties.

Purpose

This Agreement is established for the purpose of jointly providing for School Crossing Guards to serve at school crossings as designated by UNIFIED SCHOOL DISTRICT NO. 500 in Kansas City, Kansas.

Consideration

In consideration of the assignment of up to 28 school crossing guards at the School District, the School District agrees to reimburse the Unified Government for each hour the crossing guard is assigned at the District. The rate shall be as follows: $15.00 per hour for 2 hours per day, and a $6.00 daily per diem per guard. Medicare, Federal OASDI Contribution and SUI Tax Withholding will also be applied.

The Unified Government shall provide the necessary equipment for the school crossing guard to carry out their duties. Reimbursements for equipment will be as needed per guard, not to exceed $42.86 per guard.

The invoice submitted by the Unified Government shall be paid within thirty (30) days of receipt by School District.

Description of Arrangement

Unified Government agrees to employ and provide up to 28 school crossing guards for use at school crossings designated within the School District. The school crossing guard shall perform the duties set forth in Exhibit A, attached hereto and incorporated by reference.

Notice of Default and Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Kansas. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Wyandotte County, State of Kansas.

Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the Unified Government, notice shall be mailed to the attention of the County Administrator at the above address. Either party may notify the other to designate a different address for mailing.

General Provisions

A. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. **Assignability.** Neither party may assign this Agreement without prior written approval of both parties.

C. **Limitation.** Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas Law.

D. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

E. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

F. **Counterparts.** The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this UNIFIED SCHOOL DISTRICT NO. 500 CROSSING GUARD AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2024.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:_____
David. W. Johnston, County Administrator

ATTEST:

By:_____
(Name)_____ , _____ (title)

DATED this _____ day of _____, 2024.

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 500

By:_____
, Board President

ATTEST:

By:_____

EXHIBIT A

1. Up to 28 crossing guards will be provided to the District for use at street crossings designated by the School District.
2. The Unified Government will equip the crossing guards with the following:
    a. Safety Vest
    b. Hat
    c. Gloves
    d. Stop sign
    e. Whistle
    f. Rain/snow gear
3. Shifts will be limited to 2 hours per day.
    a. 7:45-8:45 am
    b. 2:45-3:45 pm

Tracking ID: 21616

Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Michael Rankin, Assistant Counsel mkrankin@wycokck.org x5085	Fire Department

AGENDA ITEM #

RESOLUTION: AUTHORIZING UG TO ENTER INTO INSTALLMENT-PURCHASE AGREEMENT WITH ZOLL MEDICAL CORPORATION

BACKGROUND

A resolution authorizing the UG to enter into an installment-purchase agreement with Zoll Medical Corporation, and to approve the execution of certain documents in connection therewith, submitted by Keath Rankin, Assistant Counsel, Legal Department.

RECOMMENDATION

Approve
Fast Track

12/16/2024 PWS Agenda.
Approval of resolution.
Fast-track to 12/19/2024 Full Commission meeting.
Needs fast-tracked in order for Fire Dept. to be able to submit PO first thing in 2025 and therefore still be under 2024 prices. Prices may increase dramatically if we wait.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

IT/POLICY CONSIDERATIONS

N/A

PROCUREMENT CONSIDERATIONS

N/A

LEGAL CONSIDERATIONS

N/A

ATTACHMENTS

Zoll Purchase Agreement Resolution 2024, Kansas City KS - ZOLL Purchase Agreement - For Execution

Approved by Mayor and/or Chair and Administrator to add to agenda.

→ need to be reviewed by Final budget for approval

RESOLUTION NO. R-_____

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO AN INSTALLMENT-PURCHASE AGREEMENT, AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") desires to enter into an agreement with Zoll Medical Corporation ("Zoll") to purchase twenty-six (26) X Series Advanced Monitor/Defibrillator's and other related equipment (the "Equipment") to be used by KCKFD EMS, and;

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into an installment-purchase agreement, pursuant to K.S.A. 10-1116b and c, (the "Purchase Agreement") with Zoll, under which the UG will purchase the Equipment from Zoll, and pay to Zoll 20% of the total purchase price following the execution of this agreement; 20% of the total purchase price February 15, 2026; 20% of the total purchase price February 15, 2027; 20% of the total purchase price February 15, 2028; and the remaining balance February 15, 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS, AS FOLLOWS:

Section 1. Authorization of Installment-Purchase Transaction. The Unified Government states its intent to make installment payments on some or all of the Equipment with a maximum capital cost of $1,110,015.72, an annual average effective interest cost of 0%, and with $0.00 paid for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

Section 2. Authorization and Approval of Unified Government Documents. The Purchase Agreement is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator's execution of the agreement being conclusive evidence of such approval.

The obligation of the Unified Government to pay make installment payments (as memorialized in the Unified Government's Purchase Agreement, attached hereto as **Attachment A**) under the Purchase is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Purchase Agreement will be construed so as to give effect to such intent.

The County Administrator is hereby authorized to execute and deliver the Purchase Agreement on behalf of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Purchase Agreement and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this _____, 2024.

_____
Tyrone A. Garner, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Purchase Agreement

THIS AGREEMENT, made this _____ day of _____ 2024, by and between the **Unified Government of Wyandotte County/Kansas City, Kansas**, hereinafter called "Unified Government", and **ZOLL Medical Corporation**, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The Unified Government is a participating member of the group purchasing organization, Public Safety Association Inc. (PSAI) (the "GPO"). ZOLL and the GPO have previously entered into that certain PSAI Agreement 2021-06 dated as of November 12, 2021 (the "Underlying Agreement") to allow for the purchase by participating members of ZOLL capital equipment, software, accessories and/or supplies (collectively "Products"). The terms of the Underlying Agreement are hereby incorporated herein.

This Agreement pertains to the purchase by the Unified Government of capital equipment and related accessories from Contractor. In addition, the Unified Government and Contractor previously entered into that certain ALS/BLS Software Solutions Master Application Service Provider Agreement dated October 27, 2021 (the "SaaS Agreement"), under which Contractor provides to the Unified Government cloud-based software-as-a-service ("SaaS"), Implementation Services or Deployment Services and Support Services (collectively, the "SaaS Services"). The SaaS Agreement remains in full force and effect and shall govern the continued provision of SaaS and the SaaS Services by Contractor pursuant to any quotes issued by Contractor and orders subsequently issued by the Unified Government.

ARTICLE I

1.01. The Contractor shall supply, install and furnish such items and services as described and specified in its June 25, 2024 Price Quote (#Q-73601-v4).

Specifically, Contractor shall provide the Unified Government with 26 ZOLL X-Series Manual Monitor/Defibrillators ("Equipment") for:

a. The total purchase price/capital cost of the Equipment and Software as a Service: **$ 1,110,015.72**;

b. The annual average effective interest cost: **0%**;

c. The amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost: **$0.00**.

Payment Terms: 20% of the total purchase price/capital cost is due 30 days

following the execution of this Agreement; 20% of the total capital cost is due February 15, 2026; 20% of the total capital cost is due February 15, 2027; 20% of total capital cost is due February 15, 2028, and the remaining balance of the total capital cost is due February 15, 2029.

1.02. Unified Government hereby purchases from Contractor, the Equipment in accordance with this Agreement. The purchase price/capital cost shall be disbursed as provided in Section 1.01.

1.03 The Unified Government is obligated to make payments as provided in Section 1.01 as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current fiscal year. Should the Unified Government fail to budget, appropriate or otherwise make available funds to make payments under Section 1.01, this Agreement shall be deemed terminated. The Unified Government agrees to deliver notice to Contractor of such termination at least 90 days prior to the end of the then current term. If this Agreement is terminated in accordance with this Section, the Unified Government agrees, at its cost and expense, to peaceably deliver any unpaid for Equipment to Contractor at the location or locations to be specified.

1.04 It is understood that the representative for the Unified Government shall be **Sharon Reed.**

1.05. The term "Contract Documents" shall mean the documents listed below which have been incorporated herein and as part of this agreement and shall include the following in order of precedent with respect to any capital equipment and accessories (it being understood and agreed by the parties that the SaaS Agreement governs the provision of SaaS and the SaaS Services):

a) Agreement;
b) Exhibit A – Resolution authorizing Purchase Agreement; and
c) Exhibit B - ZOLL Medical Corporation's June 25, 2024 Price Quote.
d) Public Safety Association Inc. Contract #2021-06 dated November 12, 2021, and all Amendments thereto (the "Underlying Agreement").

1.06. Reserved.

1.07. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE II

Unified Government represents, covenants and warrants for the benefit of Contractor as follows:

2.01. Unified Government is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

2.02. Unified Government has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

2.03. This Agreement constitutes the legal, valid and binding obligation of Unified Government enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

2.04. Unified Government has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

2.05. Unified Government will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation under the laws of the State of Kansas.

2.06. Unified Government has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Unified Government of the Equipment listed on the Schedules that currently exist.

2.07. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Unified Government of this Agreement or in connection with the carrying out by its of its obligations hereunder have been obtained.

2.08. The Equipment described in this Agreement is essential to the function of the Unified Government or to the service the Unified Government provides to its citizens. The Unified Government has an immediate need for the Equipment listed herein and expects to make immediate use of the Equipment. The Unified Government's need for the Equipment is not temporary and the Unified Government does not expect the need for any item of the Equipment to diminish in the foreseeable future. The Equipment will be used by the Unified Government only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of the Unified Government's authority.

ARTICLE III

GENERAL CONTRACTUAL PROVISIONS

3.01. ***Compliance with Law.*** This Section 3.01, Compliance with Law, is provided as set forth in Section 18.0, Compliance with Law and Regulation, of the Underlying Agreement.

3.02. ***Authority To Contract.*** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

3.03. ***Modification of Agreement.*** This Section 3.03, Modification of Agreement, is provided as set forth in Section 3, Modifications, of the Underlying Agreement".

3.04. ***Assignment.*** This Section 3.04, Assignment, is provided as set forth in Section 25.0, Assignment, of the Underlying Agreement.

3.05. ***Cash Basis Law.*** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq*. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. . The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

3.05.1 Appropriation of Funds

The purchase order issued by the Unified Government under and pursuant to the laws of the State of Kansas to fund the acquisition of the assets quoted in CONTRACTOR's June 25, 2024 Quotation ("Assets"). If, after the first fiscal year in which the assets are financed, funds are not appropriated or otherwise made available to continue making payments for the Assets in a subsequent fiscal year, then the Unified Government may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all payments incurred through the end of that fiscal year. The Unified Government incurs no obligation under this Agreement for any period of time for which funds are not appropriated. It is reasonably expected that payments under this Agreement will be paid from annual appropriations of the Unified Government.

In the event of non-appropriation, the Unified Government shall provide CONTRACTOR a written notification to the effect that no funds have been appropriated or otherwise made available for payments due under this Agreement or for the acquisition of substantially similar Assets to replace those provided under this Agreement, to the extent permitted by law. In such event, within 120 days the Unified Government at its own expense and at

CONTRACTOR's direction shall ship the assets to a location within the contiguous United States specified by CONTRACTOR.

3.05.2 Best Efforts for Funding

The Unified Government will use its best efforts to obtain funding each fiscal year for the assets financed and purchased under this Agreement.

3.06. ***Payment of Taxes.*** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

3.07. ***Licenses and Permits.*** This Section 3.07, Licenses and Permits, is provided as set forth in Section 18.0, Compliance with Law and Regulation, of the Underlying Agreement".

3.08. ***Independent Contractor Relation.*** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.

3.09. ***Discrimination in Delivery of Services Prohibited.*** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

3.10. ***Equal Opportunity and Affirmative Action.***

a. CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq*. and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

d. Reserved.

e. Reserved.

f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a material breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to reasonable inspection by the Kansas Human Rights Commission or by the Unified Government in accordance with Kansas state law.

h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

3.11. *Representations*.

CONTRACTOR makes the following representations:

a. The price submitted is independently arrived at without collusion.

b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.

c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106

(Gratuities and Kickbacks) of the Procurement Code.

d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3.12. ***Waiver of Breach.*** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

3.13. ***Severability.*** This Section 3.13, Severability, is provided as set forth in Section 26.0, Severability, of the Underlying Agreement.

3.14. ***Entire Agreement.*** The Underlying Agreement, this Agreement and its attachments set forth the parties' entire agreement with respect to the provision of capital equipment and related accessories by Contractor. The SaaS Agreement remains in full force and effect with respect to the provision of SaaS and the SaaS Services by Contractor. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

3.15. ***Disclaimer of Liability.*** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever, provided this section does not alter the Unified Government's liability for its own actions.

3.16. ***Termination for Default.*** If a party refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the other party may notify the defaulting party in writing of the delay or nonperformance and, if not cured in thirty (30) days or any longer time specified in writing the non-defaulting party may terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination.

CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within a reasonable time, not to exceed thirty (30) days of the cause of the delay and the failure arises out of causes out of the Contractor's control, including, but not limited to acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, natural disaster, fires, floods, shortages or disruptions in the supply chain, accidents, epidemics, pandemics, quarantine restrictions, strikes, or other labor disputes, Internet or other communication line failure not the fault of the

affected Party, wars (declared and undeclared), acts of terrorism, riots, embargoes, energy or material shortages and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected Party will immediately give notice to the other Party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement without being in breach of this Agreement.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by either party will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If a party is adjudged bankrupt or insolvent;
- If a party makes a general assignment for the benefit of its creditors;
- If a trustee or receiver is appointed for a party or any of its property;
- If a party files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR disregards the authority of the Procurement Officer as it pertains to CONTRACTOR's obligations under this Agreement;

3.17. ***Termination for Convenience.*** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR within sixty (60) days of termination date, specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the

notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

3.18. ***Disputes.*** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be resolved in accordance with the provisions of the Underlying Agreement.

3.20. ***Availability of Records and Audit.*** This Section 3.20, Availability of Records and Audit, is provided as set forth in Section 13.0, Audit, of the Underlying Agreement.

3.21. ***Limit of Liability.*** **Unless otherwise prohibited by law,** IN NO EVENT SHALL EITHER PARTY, OR ANY OF THEIR SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

3.22. ***Indemnification.*** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all third-party claims, losses, damages, judgments or costs to the extent arising directly from CONTRACTOR's negligent acts or omissions. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

3.23. ***Governing Law.*** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

+++

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) original forms which shall be deemed an original on the date first above written.

OWNER:

Unified Government

By _____
David W. Johnston
County Administrator

CONTRACTOR:

ZOLL Medical Corporation

_____
(Contractor)

By _____

Name_____

Address 269 Mill Road

Chelmsford, MA 01824

Tracking ID: 21620

Report to

MEETING DATE	PRESENTER	DEPARTMENT
DEC 16 2024	Dennis Rubin, Fire Chief drubin@kckfd.org X5951	Fire Department

AGENDA ITEM #

ORDINANCE: AMENDING CHAPTER 5 OF THE UNIFIED GOVERNMENT CODE OF ORDINANCES DISCONTINUING NON-EMERGENCY AMBULANCE SERVICES

BACKGROUND

Approval of an ordinance related to Chapter 5 Ambulances of the Code of Ordinances related to the Unified Government as the sole provider of ambulance service in the city of Kansas City, Kansas; and removing the restriction on nonemergency transports.

RECOMMENDATION

Approve

Approve and forward to Board of Commissioners

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

IT/POLICY CONSIDERATIONS

N/A

PROCUREMENT CONSIDERATIONS

N/A

LEGAL CONSIDERATIONS

Legal has reviewed this item.

ATTACHMENTS

Ch 5 Ambulance ordinance amendments 12.9.24, Non-Emergency, Chapter 5 – Ambulance ordinance amendments, Non-Emergent Transfers

Approved by Mayor and/or Chair and Administrator to add to agenda.

12/10/2024

Approved: 12-11-24

Published_____

ORDINANCE NO. _____

An ordinance relating to Chapter 5 Ambulances, amending sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations) of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. That Chapter 5 Ambulances, sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations), of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, is amended to read as follows:

Sec. 5-1. Findings and purpose.

The unified government hereby declares as a matter of legislative determination that:

(1) Protecting the public's health and safety through the provision of high quality emergency medical service and nonemergency (routine transport) ambulance service constitutes an important and legitimate governmental interest of the unified government board of commissioners.

(2) Clinical studies demonstrate that patients have a higher potential for survival and recovery in communities utilizing advanced life support (ALS) in providing emergency medical service.

(3) The city has handled all first responder services in the city since 1974 and has provided all paramedic first responder services since 1995.

(4) Emergency medical service is provided for patients in circumstances that call for immediate action by highly trained persons and the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of the patient.

(5) The fixed cost of providing emergency medical ambulance service is high because expensive ALS equipment is required and because sufficient capacity to meet peak demands within an adequate response time must be maintained, even though full emergency capacity is not utilized for every request for transportation in an ambulance.

(6) The failings and inefficiencies of multiple ambulance services competing against one another in a single market (a fragmented system) fall upon the patients whose lives and health depend upon the quality of the service provided.

(7) Use of a private ambulance service provider for all transports in the city resulted in an increase in subsidies to the provider and lack of control of costs and response times by the unified government.

(8) The FLSA overtime provisions that contributed to KARE being abolished are no longer an issue.

(9) An integrated system, in which the unified government provides both the first response and transport ambulance service eliminates the incentive that is created by a fragmented system and allows the unified government more control over response times and costs.

(10) Having the unified government provide both the first responder and transport ambulance services maximizes the level of patient care by ensuring regular access to emergency patients.

(11) For the economic and quality of care reasons stated in this section, an integrated/single ambulance service provided by the unified government is a reasonable means of furthering the important and legitimate governmental objective of protecting the health and safety of its citizens through the provision of high quality emergency medical service and routine transport ambulance service.

(12) The unified government desires to upgrade and improve the quality of emergency medical service available to its citizens.

(13) An integrated ambulance system provided by the unified government provides the single best opportunity for the longterm clinical, operational and financial stability of emergency medical and ambulance transport service in the city.

(14) Some defined and specialized ambulances services, including, but not limited to, long distances transports may be best served by the utilization of a private contractor.

(15) In addition, the fairest and most beneficial method for the city to establish an integrated emergency medical service is to have the option to seek competitive proposals from local and national providers of emergency medical ambulance service to contract with to provide certain defined and specialized ambulance services needed within the city.

(16) The procurement code and regulations authorize the city to solicit competitive sealed proposals for the provision of defined specialized ambulance services.

(17) Due to the small volume of calls and highly specialized nature and need for specialized equipment of neo-natal and pediatric transports from hospitals located in the city, these calls may best be served by the free market unless initiated by a 911 call.

(18) K.S.A. 65-6101 et seq., entitled Emergency Medical Services, establishes a comprehensive state regulatory scheme related to the emergency medical services that regulates the provision of ambulance transport service in the state and

specifically authorizes local governments to operate ambulance transport services and adopt additional and supplemental regulations related to ambulance services within their jurisdiction including licensing.

(19) K.S.A. 65-6116 specifically authorizes the governing body of any municipality operating an emergency medical service or ambulance service to exercise broad powers, including the power to enter into a contract for emergency medical and ambulance services with any person.

(20) Article 5, section 12 of the state constitution vests cities within the state with the broad home rule power to "determine their local affairs and government."

(21) In adopting Ordinance No. O-33-04, as amended by Ordinance No. O-42-04, the city ~~is acting~~acted ~~-~~pursuant to its specifically delegated statutory and its home rule powers.

(22) An increase in medical care, rehabilitation, skilled nursing and other treatment facilities within the service area and an increase in costs associated with staffing and maintenance of ambulances since the adoption of Ordinance No. O-42-04 has strained Unified Government resources related to the provision of routine transport services.

(23) Quality of emergency medical service related to the Unified Government's provision of emergency call ambulance service will not be impacted by eliminating the provision of routine transport services.

Sec. 5-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ambulance means any privately or publicly owned motor vehicle, airplane, or helicopter designed, constructed, repaired and equipped for use in transporting and providing emergency care for persons who are ill or injured.

Ambulance service means any organization operated for the purpose of transporting sick or injured persons to or from a place where medical care is furnished, whether or not such persons may be in need of emergency or medical care in transit.

Ambulance service contractor means that person selected by the unified government, pursuant to a competitive request for proposal process, which is awarded the sole right to provide certain and specific defined specialized activities of an ambulance service in the service area.

Emergency call means any request for ambulance services which may be of a life or limb-threatening nature, and which apparently requires immediate response by an ambulance.

Emergency medical services or*EMS* means the effective and coordinated delivery of such care as may be required by an emergency, including services provided by ~~first~~ emergency medical responders, care and transportation of individuals by ambulance services and the performance of authorized emergency care by a person licensed to practice medicine and surgery; a licensed professional nurse; a registered physician's assistant or attendant, emergency medical technician; an emergency medical technician, intermediate; an emergency medical technician, defibrillator; or a mobile intensive care technician, all as defined by K.S.A. 65-6112.

~~*First responder*~~*Emergency Medical Responder* means a person who has successfully completed the course of training and preliminary emergency care, holds a valid ~~first responder~~ certificate by the state emergency medical services board pursuant to K.S.A. 65-6129 and 65-6144~~2~~, and who provides services to persons that need emergency care, assists in the stabilization or improvement of such person's condition until the ambulance arrives at the scene, and assumes responsibility for such person. "First responder" as referenced in Sec. 34-18 (One-quarter percent sales tax in city for financing emergency medical services) and Charter Ordinance No. CO-1-04 shall have the same meaning as Emergency Medical Responder for purposes of this ordinance.

Patient means a person who is either ill, sick, injured, wounded, helpless or otherwise incapacitated and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility and who is reclining or should be transported in a reclining position under applicable medical protocol.

Permit means that document required to be obtained by:

(1) The unified government's ambulance service or its contractor;

(2) Each emergency medical technician; and

(3) Each ambulance.

Routine transport means any request for ambulance service for a patient that is not an emergency call.

Service area means that area which is contained within the boundaries of the municipal limits of the city and of those jurisdictions participating in the city's EMS system.

Sec. 5-3. Unified government to be sole provider of emergency call ambulance service in the city; exceptions thereto.

(a) The unified government shall be the sole provider of all emergency call ~~and routine transport~~ ambulance services within the boundaries of the city, except for:

(1) An ambulance service provider that submits a proposal in response to a request for proposals for a defined and specialized service and is selected by the unified government in accordance with the procurement code, which shall provide those defined and specialized services as defined in the written and executed agreement between the unified government and the ambulance service provider.

(2) An ambulance service providing neo-natal or pediatric transport services from a hospital located in the city that was not initiated pursuant to a 911 call.

(3) A vehicle rendering services as an ambulance in the event of a major catastrophe or emergency when ambulances with certifications based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the ambulance service needed.

(4) An ambulance owned by the federal or state government.

(5) An ambulance transporting a patient to a location within the service area, the transport having originated from a point outside the service area; or an ambulance

transporting a patient from one point outside the service area to another point outside the service area through the service area.

(6) An ambulance assigned to a call pursuant to a mutual aid agreement with a licensed provider.

(7) An ambulance service that holds a written contract to provide on-site stand by services at a sporting event that has fixed seating for at least 75,000 people may also provide transport to off-site locations.

~~(8) Prior to July 2, 2004, service provided by the unified government's ambulance service provider pursuant to written contract.~~

(b) All ambulance services provided shall be provided in vehicles staffed and equipped pursuant to K.A.R. 109-2-8, as amended, and in accordance with city ordinance and/or regulations adopted pursuant thereto.

Sec. 5-4. Violations.

It shall be unlawful:

(1) To use or cause to be used any ambulance service other than that of the unified government's ambulance service or that of the unified government's contractor for a specialized service that is covered by an agreement between the unified government and the contractor.

(2) For any person except the unified government or the ambulance service contractor to provide ambulance service within the service area except as provided for in section ~~5-3(a)(1) – (a)(5).~~5-3.

Section 2. That said original sections 5-1 (Findings and purpose), 5-2 (Definitions), 5-3 (Unified Government to be sole provider of ambulance service in the city; exceptions thereto), and 5-4 (Violations) of Chapter 5 Ambulances, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas is hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after the passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,

THIS _____ DAY OF _____, 2024.

_____

Tyrone Garner, Mayor/CEO

Attest:

_____

Unified Government Clerk

Approved As To Form:

_____

Unified Government Counsel

KCKFD

Request to Discontinue Offering

Non - Emergent Transportation Service

Suggested Effective Date

January 1, 2025

THE RATIONALE

1. IAFF Local 64 supports discontinuing routine non-emergent transport services
2. Emergency Medical Services workload exceeds our current resources
3. Virtually everyday there is a period of time that the Fire Department has no ambulances available for respond to emergency alarms
4. **Lack of ambulances for Emergency Medical Service requests is concerning!**

THE RATIONALE

5. The June 2023 CPSM Final Reports mentions several times to change the delivery of routine non-emergenct transport services or stop offering this service
6. CPSM advised that if KCKFD wants/needs to continue this service, a different style of ambulance should be purchased and used
7. CPSM advised that if KCKFD wants/needs to continue this service, a different staffing model will need to be adopted

THE RATIONALE

8. The Priority Base Budgeting (PBB) process lecture solidified KCKFD's need to identify this program as a non-priority (not an emergency service)
9. The PBB consultant recommended discontinuing programs that do not meet organizational goals (emergency services)

THE BENEFITS

1. Increased availability of ambulances for response to Emergency Medical Service requests
2. The KCKFD Master Plan has identified the need for two (2) additional emergency ambulances
    a. Strawberry Hill
    b. Muncie
3. By reducing the workload of our overtaxed EMS System, the UG can defer adding more ambulances until there is a better revenue picture

THE BENEFITS

4. Allow local, private enterprise (Private Ambulance Companies) to be more profitable
5. Avoid potential liability and embarrassment failing to provide emergency medical transport services
6. Increase member job satisfaction by allowing them to focus on the delivery of emergency medical services

THE FINANCIALS

1. The start up costs of adding a non-emergent ambulance service will be prevented. The start-up costs is approximately:

    a. Staffing $600,000/year

    b. Vehicle $300,000/every six years

THE FINANCIALS

Year	Non-Emergent-Trip Count	Revenue
2021	1737	$ 272,636.08
2022	1991	$ 343,676.35
2023	2072	$ 579,480.98

THE FINANCIALS

2023	Cost Per Non-Emergent Transfer	Overall Non-Emergent Transfers Total
Non-Emergent Transfer Cost	$ 777	$ 1,609,944
Reimbursements	$ 279	$ 579,481
Net operating loss	$ 498	$ 1,030,463

PATH FORWARD

1. Approval by the County Administrator
2. Approval by the Board of Commissioners
3. Word change to the KCK City Charter for unrestricted private non-emergent ambulance service by Ordinance
4. Notify all area hospitals, rehabilitation centers, and nursing home facilities of the change of service
5. Proposed implementation date January 1, 2025 at 0800

THANK YOU!

QUESTIONS

CHAPTER 5 – AMBULANCE ORDINANCE AMENDMENTS

Sec. 5-1 Findings and Purpose

(21)In adopting Ordinance No. O-33-04, as amended by Ordinance No. O-42-04, the city acted pursuant to its specifically delegated statutory and its home rule powers.

(22) An increase in medical care, rehabilitation, skilled nursing and other treatment facilities within the service area and an increase in costs associated with staffing and maintenance of ambulances since the adoption of Ordinance No. O-42-04 has strained Unified Government resources related to the provision of routine transport services.

(23) Quality of emergency medical service related to the Unified Government's provision of emergency call ambulance service will not be impacted by eliminating the provision of routine transport services.

Sec. 5-2 Definitions

Emergency medical services or *EMS* means the effective and coordinated delivery of such care as may be required by an emergency, including services provided by ~~first~~ emergency medical responders, care and transportation of individuals by ambulance services and the performance of authorized emergency care by a person licensed to practice medicine and surgery; a licensed professional nurse; a registered physician's assistant or attendant, emergency medical technician; an emergency medical technician, intermediate; an emergency medical technician, defibrillator; or a mobile intensive care technician, all as defined by K.S.A. 65-6112.

~~*First Responder*~~ *Emergency Medical Responder* means a person who has successfully completed the course of training and preliminary emergency care, holds a valid ~~first responder~~ certificate by the state emergency medical services board pursuant to K.S.A. 65-6129 and 65-6144 ~~42~~, and who provides services to persons that need emergency care, assists in the stabilization or improvement of such person's condition until the ambulance arrives at the scene, and assumes responsibility for such person. "First responder" as referenced in Sec. 34-18 (One-quarter percent sales tax in city for financing emergency medical services) and Charter Ordinance No. CO-1-04 shall have the same meaning as Emergency Medical Responder for purposes of this ordinance.

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KCKFD

Request to Discontinue Offering

Non - Emergent Transportation Service

Suggested Effective Date

January 1, 2025

KANSAS CITY, KANSAS FIRE DEPARTMENT

EMS DIVISION

Fire Headquarters Building

815 North 6th Street

Phone: 573-5550

Fax: 342-9610

TO: Chief Rubin

FROM: Chief Mark Heath

DATE: November 25, 2024

SUBJECT: Non-Emergent Ambulance Transfers

We stopped non-emergent transfers (NETs) on October 1, 2024, during the 8 pm to 8 am window. This transition was very smooth, with little disruption to standard services. AMR Ambulance Service and Midwest Medical Transport have picked up these calls with a slight adjustment to their operations in the metro.

I suggest discontinuing the remaining daytime non-emergent transfers starting January 1, 2025. We typically have more emergent calls during daytime hours, especially from 2 pm to 8 pm. During these times, we suffer more "status zero" situations where no ambulances can respond to emergent calls.

In the last four years, the number of status zero instances increased by over 50%. We currently average over 400-450 status zero events per year. A significant amount of this increase is a result of the new medical facility models wherein hospital systems have opened satellite "ERs" with limited services, necessitating more frequent facility-to-facility patient transports. These hospitals are limited in services and rely on taxpayer-funded ambulances to keep their patients "in the system" when there are closer hospitals.

The cost of response for non-emergent transfers in both personnel and equipment is significant:

2023	Cost Per Non-Emergent Transfer	Overall Non-Emergent Transfers Total
Non-Emergent Transfer Cost	$ 777	$ 1,609,944
Reimbursements	$ 279	$ 579,481
Net operating loss	$ 498	$ 1,030,463

Year	Non-Emergent-Trip Count	Revenue
2021	1737	$ 272,636.08
2022	1991	$ 343,676.35
2023	2072	$ 579,480.98

I have regularly communicated with AMR regarding the possibility of discontinuing NETs. They are prepared to staff up again to take these calls, so there should not be any disruption in the ability of our medical facilities to care for their patients.

By stopping the NETs, we will not have to ask for the staffing of a new ambulance at the Strawberry Hill station (HQ). Our current staffing model requires eight personnel to staff one ambulance full-time, 24/7. I estimate it would be $750,000 in staffing and an additional $ 650,000 for the additional outfitted ambulance. (unit and gear inside)

The discontinuation of the NETs will essentially "give back" about half an ambulance for daily emergent responses.

Making this change will reflect good stewardship of Wyandotte County taxpayers' funds while maintaining the necessary standard of medical care for those who need it.

As always, I am happy to answer any questions you have about this proposal. Please let me know your thoughts.

KCKFD

Request to Discontinue Offering
Non - Emergent Transportation Service
Suggested Effective Date
January 1, 2025

THE RATIONALE

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2. Emergency Medical Services workload exceeds our current resources
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THE BENEFITS

1. Increased availability of ambulances for response to Emergency Medical Service requests
2. The KCKFD Master Plan has identified the need for two (2) additional emergency ambulances
   a. Strawberry Hill
   b. Muncie
3. By reducing the workload of our overtaxed EMS System, the UG can defer adding more ambulances until there is a better revenue picture

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PATH FORWARD

1. Approval by the County Administrator
2. Approval by the Board of Commissioners
3. Word change to the KCK City Charter for unrestricted private non-emergent ambulance service by Ordinance
4. Notify all area hospitals, rehabilitation centers, and nursing home facilities of the change of service
5. Proposed implementation date January 1, 2025 at 0800

THANK YOU!

QUESTIONS

Tracking ID: 21635

ADMINISTRATOR'S AGENDA ITEM NO. 10.1

Report to
Board of Commission

MEETING DATE	PRESENTER	DEPARTMENT
	J. Renee Ramirez, Director rramirez@wycokck.org x5665	Human Resources

AGENDA ITEM #10.1.

RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH CARPENTERS UNION

BACKGROUND

Adoption of a resolution authorizing the County Administrator to execute the Memorandums of Understanding (MOU) between the UG and the United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

NA

IT/POLICY CONSIDERATIONS

PROCUREMENT CONSIDERATIONS

4/14/16

LEGAL CONSIDERATIONS

ATTACHMENTS

carpenters union reso, Carpenters MOU 2025- 2027, BUILDERS AGREEMENT 2023 -2027 FINAL

Approved by Mayor and/or Chair and Administrator to add to agenda.

12/17/2024

Approved: Mayor

RESOLUTION NO. _____

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to the Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council, for the period from January 1, 2025 through December 31, 2027.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ___ DAY OF _____, 2024.

_____
Tyrone Garner, Mayor/CEO

ATTEST:

_____
Unified Government Clerk

Approved as to Form:

_____
Angela Lawson
Interim-Chief Counsel

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, ST. LOUIS – KANSAS CITY CARPENTERS REGIONAL COUNCIL

January 1, 2025 – December 31, 2027

MEMORANDUM OF UNDERSTANDING

ARTICLE 1 – INTENT AND PURPOSE.

This MEMORANDUM OF UNDERSTANDING by and between the Unified Government of Wyandotte County/Kansas City, Kansas and the United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or "Construction Agreement" (Joint Agreement between Builders' Association of Missouri and the Union, effective May 1, 2023, marked Exhibit "A" and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE 2 – RECOGNITION.

The Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter the "U.G.") recognizes and acknowledges the above-stated Carpenters Regional Council (hereinafter the "Union") as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all carpenters employed by the Building and Logistics Department of said Unified Government.

ARTICLE 3 – EMPLOYER'S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except that Union members shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G., and subject to all policies, orders and directives, written or oral, of the U.G., the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff, the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this

section may be submitted by the Union to arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This Memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

ARTICLE 4 – FILLING OF VACANT POSITIONS.

When any permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G. whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then posts the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

(a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position and the department which the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.

(b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to the Human Resources Department within the specified guidelines.

(c) Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, education, experience, ability, and past performance as long as such selection does not contravene any affirmative legal responsibility placed upon the U.G. and the applicant's successful completion of a drug screen and physical examination.

ARTICLE 5 – WAGES.

Section 1. During the term of this Memorandum of Understanding, the employees covered by this MOU shall receive the following wages: 3% increase January 1, 2025, 3% increase January 1, 2026, and 3% increase January 2027:

	1/1/25	**1/1/26**	**1/1/27**	
Carpenter and Lather	$36.37	$37.46	$38.58	
Foreman Carpenter and	$40.77	$41.99	$43.25	

Lather				

All wages include one dollar ($1.00) per hour vacation benefit contribution. In addition, all wages include supplemental dues, which are calculated by dividing the U.G. straight-time wage by the Kansas City Area 1 Commercial outside journeyworker straight-time wage, and multiplying the quotient by the supplemental dues amount specified in the Kansas City Area 1 Commercial outside agreement for journeyworker carpenters.

Section 2. In addition to the wage rate above mentioned, the U.G. will pay one hundred percent (100%) of the fringe benefits specified in the Agreement.

Section 3. Fringe benefits change under the Agreement, the craft shall obtain from the contracting association a written notice sent by registered mail, to the County Administrator and the Human Resources Department, the U.G. will adjust fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change.

Section 4. The U.G. agrees that members of the carpenters craft employed as regular part-time employees shall be paid one hundred percent (100%) of the wage rate specified in this MOU and one hundred percent (100%) of the proportionate fringe benefits of the applicable carpenters craft and time for the purposes of this Memorandum part-time employees who are employed for a future specified limited period of time not to exceed ninety (90) calendar days.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution. All such persons shall not be eligible to participate, receive or purchase any dental or vision insurance provided by the U.G.

ARTICLE 6 – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE 7 – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE 8 – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution, Article 15, Section 12, and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

ARTICLE 9 – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreement or funds set out in the Agreement in Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

ARTICLE 10 – WORKING RULES.

Article XI of the Agreement was previously deleted and the subjects expressed therein shall be governed by the provisions of the Human Resources Guide.

ARTICLE 11 – SPECIAL MILLWRIGHT WORK RULES.

Article XI of the Agreement was previously deleted.

ARTICLE 12 – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two (2) weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1. Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of

such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2. If the grievance is not satisfactorily adjusted under Step 1, a written grievance shall be submitted to the employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3. If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to Step 2. The division head shall attempt to resolve the matter and shall give a written answer within five (5) days after receiving the written appeal.

Step 4. If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties and shall give a written answer within five (5) days after receipt of the division head's decision.

Step 5. If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator or designee within five (5) days after receipt of the department head's written decision. The County Administrator or designee shall render a decision in writing within ten (10) days thereafter.

Step 6. If the County Administrator's or designee's decision is not satisfactory to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

(a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.

(b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.

(c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary

to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.

(d) Once the parties have selected an arbitrator, the parties shall act with all deliberate speed to schedule a hearing date for the arbitration.

(e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.

(f) The U.G. and the Union shall share the cost of the arbitrator equally.

ARTICLE 14 – NEW EMPLOYEES

The parties agree that in the event a current bargaining unit member of United Brotherhood of Carpenters and Joiners of America, St. Louis – Kansas City Carpenters Regional Council is no longer employed by the Employer as a bargaining unit member, the contract will be reopened. In the event that the current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

ARTICLE 15 – DURATON.

Article 16 of the Agreement is deleted. This Memorandum shall be in full force and effect from January 1, 2025, (effective date), to and including December 31, 2027, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2027 (expiration date) or January 1 of any subsequent contract year. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desires to negotiate changes or revisions in this Memorandum, either party may serve upon the other a written notice not less than thirty (30) days and not more than ninety (90) days prior to December 31, 2027, (expiration date) or January 1 of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

EMPLOYER	**UNION**
THE UNIFIED GOVERNMENT	ST. LOUIS – KANSAS CITY CARPENTERS REGIONAL COUNCIL

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desire to negotiate changes or revisions in this Memorandum, either party may serve the other a written notice not less than thirty (30) and not more than ninety (90) days prior to the expiration date advising that such party desires to revise or change terms or conditions of such Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

EMPLOYER	UNION
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KANSAS CITY, KANSAS	PLUMBER'S LOCAL UNION NO. 8
By: _____ David Johnston County Administrator	By: _____ Brian McDaniel Business Representative
Date: _____	Date: 12 / 16 / 2024
By: _____ Renee Ramirez Director of Human Resources	By: _____ John Kelly Director of Buildings & Logistics

Approved as to form:

_____
Angela Lawson
Interim Chief Counsel

ATTEST:

_____
Unified Government Clerk

WESTERN MISSOURI AND EASTERN KANSAS CARPENTERS' GENERAL TERMS AND WORK RULES

(Carpenters' Regional Collective Bargaining Agreement)

These General Terms and Work Rules (hereinafter "Agreement") are entered into, effective the first day of May, 2023, by and between The Builders' Association (hereinafter "Association"), for and in behalf of its members who sign individual signatory sheets, and for and in behalf of companies who have designated the Association as their collective bargaining agent, hereinafter referred to as the "Employer," and the Mid-America Carpenters Regional Council, an affiliate of the United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to as the "Union)."

Article I - Declaration of Principles

Section 1.01 - It is the desire, intent, and purpose of the parties of this Agreement to promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

In addition, this Agreement is to promote the stabilization of labor relations on construction projects by establishing wages, working conditions, terms of employment, and procedures for the settlement of labor disagreements by conference to prevent strikes, lockouts, labor disputes, and work stoppages between the Employer and the Union to their mutual advantage.

Section 1.02 - All workers are at liberty to work for any signatory contractor. The Employer is at liberty to employ, layoff, or otherwise terminate whomsoever it sees fit, subject to the limitations established under this Agreement.

Section 1.03 - This Agreement is intended to facilitate contractor and workforce mobility throughout the relevant geographical jurisdiction by standardizing most terms and conditions of employment, while retaining the wage and fringe-benefit contribution rates prevailing in the various local areas. The intent is to streamline and simplify the work rules, and to apply them uniformly throughout Western Missouri and Eastern Kansas

The following terms have been agreed upon and are binding during the term of this Agreement.

Article II – Scope of Work and Recognition

Section 2.01 - The Employer hereby recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of the United Brotherhood of Carpenters and Joiners of America in the geographical jurisdiction of this Agreement. The Employer recognizes the Union as the sole and exclusive bargaining representative for employees performing work covered by this Agreement.

Section 2.02 – Definitions of Commercial, Light Commercial and Residential construction. This section defines when Commercial wage rates apply and when Residential/Light Commercial wage rates apply. In no event shall the Residential/Light Commercial wage rates apply to work covered by the Davis-Bacon Act or the prevailing wage law of any state or municipality.

EXHIBIT A

Residential Projects: Residential projects shall be defined as the construction, alteration or repair of the following structure single-family dwellings, duplexes, row houses, townhouses, condominiums (except on new construction over 10 stories above grade), apartment buildings (except on new construction over 10 stories above grade), nursing homes, assisted-care facilities, hospice care facilities, group homes and lofts. In addition, Residential projects shall include all work determined by the Executive-Secretary Treasurer or his designee to be covered as such under this Agreement. On Residential projects, carpenters shall receive the current Residential negotiated wage, as set forth below, for all work performed at the job site. The terms of the Subcontracting clause contained in this Addendum SHALL NOT apply to Residential projects.

Light Commercial Projects: Light Commercial projects shall be defined as the construction, alteration or repair of the following structures or tenant spaces: individual retail establishments of not more than 20,000 square feet of retail floor space, restaurants, strip malls, and hotels of no more than five (5) stories above grade. In addition, Light Commercial projects shall include all work determined by the Executive-Secretary Treasurer or his designee to be covered as such under this Agreement. In calculating the square footage of retail establishments, multi-phase projects will be calculated on a cumulative basis. On Light Commercial projects, carpenters shall receive the current Residential negotiated wage, as set forth below, for all work performed at the job site. The terms of the Subcontracting clause contained in this Addendum SHALL apply to Light Commercial projects.

Commercial Projects: Commercial projects are all those that do not fall within the scope of the definition of Residential projects or Light Commercial projects. The current Commercial negotiated wage rate shall apply on all Commercial projects. The terms of the Subcontracting clause contained in this Addendum SHALL apply to Commercial projects.

Article III – Force and Effect of Addendums

The Employer shall be bound to only those Addendums to which it has executed, directly or through its Association,

In the event of a direct conflict between the terms of this Agreement and the terms of an Addendum, the terms of the Addendum shall prevail.

Article IV – Jurisdiction of Agreement

The Area Addendums of this Agreement shall extend to 73 counties in Western Missouri, 17 counties in Eastern Kansas, and Ottawa County in Oklahoma. Each Area Addendum identifies specific terms and conditions germane to the relevant counties. The Area Addendums are as follows:

CENTRAL MISSOURI AREA ADDENDUM
KANSAS CITY AREA 1 ADDENDUM
KANSAS CITY AREA 2 ADDENDUM
KANSAS CITY AREA 3 ADDENDUM
SAINT JOSEPH AREA ADDENDUM
SWMO/SEKS AREA ADDENDUM

EXHIBIT A

In addition to the Area Addendums, the following two specialty industries shall be governed by Specialty Industry Addendums:

SPECIALTY INDUSTRY 1: "Carpenters' Modular Systems/Furniture Installation"

SPECIALTY INDUSTRY 2: "Carpenters' Floor Laying"

Article V - Work Preservation and Favored Nations

Section 5.01 Work Preservation – To protect and preserve employees covered by this Agreement and prevent subterfuge designed to avoid this Agreement, it is agreed as follows: If the Employer, under a different name, performs on-site construction work of the type covered by this Agreement, the Employer or its owners have majority ownership in the entity or proprietorship performing the work, and there exists common management or common control of labor relations with the Employer, then the terms and conditions of this Agreement shall be applicable to such work.

Section 5.02 Union Security - It shall be a condition of employment that all employees of the Employer covered by this Agreement on the effective date shall be members in good standing, and those who are not members shall, not later than the eighth (8th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided shall obligate the Employer upon written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain Union membership in good standing by failure to pay the periodic dues of the Union shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Employer shall not be required to discharge any employee for noncompliance with this article until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the Employer and hold the Employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Section 5.01, and in the event that any clause of this Section should be determined to be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is so determined, and the remainder of the Agreement shall remain in full force and effect.

Section 5.03 Favored Nations - If the Union enters into any agreement with an employer for work covered by this Agreement on more favorable terms to such other employer than are embodied in this Agreement, and if such more favorable terms are intended to apply generally to all of the other employer's work, such more favorable terms shall, upon the Employer's request, be made immediately available to the Employer on a prospective basis.

Section 5.04 Wages on Predetermined Jobs - Anything in this Agreement to the contrary notwithstanding, on Davis-Bacon or similar state or local law jobs where there is a predetermined wage, if said predetermined wage is the same as, or more than, the

EXHIBIT A

contractual rate, at the time of bidding, called for in this Agreement then this clause shall have no effect and the normal contractual rate of pay and increase as found in the Agreement shall apply. If, however, the predetermined wage is less than the contractual rate called for by this Agreement then on that project the contractor shall not be required to exceed those wages and fringe benefits determined. The current fringe benefits of Health and Welfare, Pension, Annuity, Apprenticeship and Training, and Industry Fund fringes at the time of bidding may be paid throughout all such projects so that the wage rates absorb any increases that may come into being by virtue of this section.

It is agreed that in any instance where the Union is unable to furnish needed employees for a given project due to a low determined rate for the project, there is no liability on the Union for such failure and the employer may secure employees from any source to perform such work.

Article VI - Non-Discrimination and Support for Armed Forces

Section 6.01 Right to Hire/Non-Discrimination – Subject to the limitations expressly set forth herein and applicable federal and state laws, the Employer shall have the right to hire, refuse to hire, layoff, and terminate any employee. No employee shall be deprived of equal employment opportunity or be subject to any discrimination in the exercise of his employment rights on account of race, color, age, creed, religion, disability, sex, genetic information, national origin or any other prohibited basis under applicable federal, state or local law.

Section 6.02 USERRA Rights - Job and career opportunities shall not be limited or reduced because of service in the Uniformed Services, including the National Guard and Reserves. The Employer's covered employees shall be granted leaves of absence for military training or deployment in the Uniformed Services as required under provisions of the Uniformed Services Employment and Reemployment Rights Act.

Article VII - Wages and Classifications

Section 7.01 - The minimum straight-time and overtime hourly rates of pay and the fringe benefit contribution rates are prescribed in the Addendums. Employees performing bargaining-unit work shall receive not less than the minimum rate of pay provided for in the applicable Addendum.

Section 7.02 Pre-Bid Conference - In any county where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Employer, the parties agree to hold a pre-bid conference prior to bidding and invite the respective association that covers that jurisdictional area. The Employer shall present its proposals for relief to the Union, which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

Section 7.03 Foremen and General Foremen – The rules in this Section apply to Commercial projects only. A foreman must be appointed when there are two (2) or more carpenters on a job. A foreman will be a working foreman. No millwright foreman shall supervise a crew of more than eight (8) millwrights, not including himself. When there are two (2) or more foremen on a project, one (1) of them must be appointed to be a general

EXHIBIT A

foreman; provided, however, that if there are no more than two (2) foremen and the superintendent is a carpenter, a general foreman need not be appointed.

Section 7.04 Light Duty Classification – For those employees on temporary disability under workers' compensation for whom the Employer, within their sole discretion, decides to provide light duty work, the pay will be 80% of the Wage and 100% of the fringes. There is no requirement that an Employer provide light duty work.

Section 7.05 Apprentices - Apprentices enrolled pursuant to Joint Training Standards related to this Agreement shall be indentured to the Joint Apprenticeship Committee. Satisfactory progress as determined solely by the Joint Apprenticeship Committee shall be required for apprentices to be advanced or promoted in the program and to the wage schedule. Apprentices who, in the Joint Apprenticeship Committee's judgment, meet such requirements shall be eligible for and paid the rate provided in the apprentice wage schedule for the respective progression period.

In consideration of the Employer funding the apprenticeship program, apprentices shall not be paid wages by the Employer, nor shall the Employer be required to make contributions for them for pensions, welfare or vacation and holiday benefits for time spent in attending school when assigned to full-time classes at the apprenticeship school. No time spent in such school shall be considered as time worked by the apprentice for an Employer.

Apprentices attending school, however, shall receive such educational assistance grant or stipend from the Carpenters' Joint Training Fund, including provision for maintenance of such apprentice's eligibility for welfare benefits during school attendance, as shall be agreed upon by the Joint Apprenticeship Committee.

Apprentices must be under the direction of a competent journeyworker during working hours. The foreman will be held responsible for the enforcement of the following apprentice rules.

A. The Employer must adhere to the prescribed apprentice to journeyworker ratios as per the related Standards mentioned above so as to train apprentices in a safe manner.

B. Apprentices shall not be allowed to remain continuously on one (1) operation. It shall be the duty of the contractor and the foreman to see that apprentices are given every reasonable opportunity to become adept in the various operations involved in the carpenter, millwright, lather, floorlayer, or cabinet maker's trade, as applicable.

The Employer agrees to comply with all apprentice standards as may be determined from time to time by the Joint Apprenticeship Committee.

Article VIII - Fringe Benefit Contributions

Section 8.01 Funds and Associations - In addition to the per-hour wage rate, the Employer shall: (a) contribute at the appropriate hourly rate as indicated in the relevant Addendum for each hour worked by each employee covered by this Agreement to the relevant pension fund, health and welfare fund, training/apprenticeship fund, annuity and trade associations; (b) withhold from wages employee contributions at the appropriate hourly rate as indicated

EXHIBIT A

in the relevant Addendum for each hour worked by each employee covered by this Agreement, and submit same to the relevant vacation fund; and (c) if so indicated in the relevant Addendum, withhold from wages employee contributions for market recovery and/or supplemental dues at the appropriate hourly rate as indicated in the such Addendum for each hour worked by each employee covered by this Agreement, and submit same to the Union. In the event of a consolidation of the following funds, payment should be remitted to any other subsequent UBC-affiliated fund in accordance with the mutually agreed consolidation between Union and parties to said Trust.

A. VACATION FUND - The Employer shall withhold from wages and submit employee contributions at the appropriate hourly rate as indicated below for each hour worked by each employee covered by this Agreement to the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL VACATION TRUST FUND. The reporting, payment, and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the ST. LOUIS – KANSAS CITY CARPENTERS REGIONAL VACATION TRUST FUND and the Employer agrees to be bound by that trust agreement.

   Upon thirty (30) days' prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

B. HEALTH AND WELFARE FUND - In addition to per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL HEALTH AND WELFARE TRUST FUND.

   The reporting, payment, and administration of such contributions shall be governed by the trust agreement creating the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL HEALTH AND WELFARE TRUST FUND and the Employer agrees to be bound by that trust agreement.

C. PENSION FUND – In addition to the per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the CARPENTERS PENSION TRUST FUND OF KANSAS CITY.

   The reporting, payment, and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS PENSION TRUST FUND OF KANSAS CITY, and the Employer agrees to be bound by that trust agreement.

D. APPRENTICESHIP AND TRAINING FUND – In addition to the per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL TRAINING FUND (APPR)

   The reporting, payment, and administration of such contributions shall be governed by the terms of the trust agreement under which the JTF is established and administered, and the Employer agrees to be bound by that trust agreement.

EXHIBIT A

E. ANNUITY FUND – In addition to the per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as established by the Union from allocable annual economic increases, for each actual hour worked by each employee covered by this Agreement, to the ST. LOUIS-KANSAS CITY CARPENTERS REGIONAL ANNUITY FUND (hereinafter, 'Annuity Fund'). The reporting, payment, and administration of such contributions shall be governed by the trust agreement creating the Annuity Fund, and the Employer agrees to be bound by that trust agreement.

F. Carpenters International Training Fund—C.I.T.F. – In addition to the per-hour wage rate, the Employer shall contribute at the appropriate hourly rate as indicated below for each actual hour worked by each employee covered by this Agreement to the CARPENTERS INTERNATIONAL TRAINING FUND (CITF). The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to each of the UBC trust funds described above. On request, each Employer and/or Union shall receive a copy of the Fund's annual report.

G. Other Funds – Obligations to contribute to other funds (such as the Industry advancement fund) may be contained in Addenda to this Agreement

Section 8.02 Supplemental Dues – It is understood that during the term of this Agreement the Union has the option of instituting and maintaining a supplemental dues plan in connection with any vacation and holiday fund providing the supplemental dues amount is deducted from the wage package. In any area in which the vacation and holiday fund is not connected with a supplemental dues plan, the Employer shall deduct the supplemental dues from the wage package and remit the same to the Union. The appropriate supplemental dues amount payable for each area is set forth in the applicable Addendum.

Section 8.03 Estamp Program – All pension, health & welfare, annuity, and vacation contributions, plus any related training/apprenticeship fund contributions and association fees required to be paid for work performed in this area, shall be made by electronic purchase of fringe benefit Estamp hours by the Employer pursuant to the Estamp Program established by the St. Louis-Kansas City Carpenters Regional Vacation Trust Fund. The Employer shall furnish, at the time of purchase, such remittance reports and other information as is needed by the Estamp Program to enable contributions to be credited electronically to employees' accounts, and the Employer shall abide by all such rules and regulations as may now or hereafter be established for the operation of the Estamp Program.

One (1) Estamp hour, also referred to as an Estamp, shall be equivalent to one (1) straight time or overtime hour worked by an employee. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for pension, health & welfare, Annuity, training/apprenticeship, and vacation contributions, plus any related association fees set forth in this Agreement or addenda. An employee shall be entitled to one (1) Estamp hour for each full straight time hour worked and one (1) Estamp hour for each full overtime hour worked during the pay period, for both time and one-half and double time wage rates. Should the total number of Estamp hours worked by an employee during a pay week include a fractional amount and that fraction is more than one-half (1/2) hour, then the employee shall be entitled to one (1) Estamp for the fraction. If the fraction is one-half (1/2) hour or less, no Estamp hour shall be paid for the fraction; provided, however, that where the

EXHIBIT A

number of Estamp hours worked by the employee includes both a fractional amount of one-half (1/2) hour or less of straight time and one-half hour or less of overtime in the same pay week, the combined fractions shall entitle the employee to one (1) Estamp. Upon completion of Estamp purchases, a record of the Estamp Receipt will be posted both on the Employer's Internet Estamp Account and the Employee's Internet Estamp Account for verification and tracking. Estamp hours will be downloaded by the Carpenters Benefit Fund office electronically and posted to the appropriate fringe benefit funds. Contributions and association fees will be processed electronically and distributed to the appropriate fringe benefit fund or association at the direction of the Carpenters Benefit Fund office.

All contributions and fees due on account of hours worked during a calendar month shall be purchased in the Estamp Program, and the related remittance reports submitted, not later than the fifteenth (15th) day of the following month.

Additional details regarding the reporting, payment and administration of such contributions shall be governed by the respective trust agreements creating the same, and the Employer agrees to be bound by the terms and conditions of said trust agreements.

Section 8.04 Delinquency Penalties - In the event that the Employer fails to pay in full the amounts owing to the trust funds and industry associations under this Article and such failure has continued fifteen (15) days, the Union may after not less than seven (7) days' notice in writing to the Employer's main office, direct the employees of such employer to discontinue or refuse to work for such Employer until all sums due from the Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and to the respective trustees and may be exercised by the Union.

Section 8.05 Auditing – In addition to any audit requirements that may be prescribed in the appropriate Addendums, upon request of an officially designated agent of the trust funds or industry associations, the Employer shall permit such agent to inspect and make copies of any and all records relevant to determining whether the obligations herein have been faithfully performed. At least ten (10) days' prior written notice of such audit shall be given to Employer, and such audit shall be made during regular business hours when reasonably possible and at the Employer's offices or at another mutually agreeable location.

Section 8.06 Collections – In addition to any collections requirements that may be prescribed in the appropriate Addendum(s), the Employer acknowledges and agrees that the Trustees of the respective fringe benefit trust funds have broad powers to ensure the collection of contributions and the preservation of the trusts. The Employer agrees to be bound by and comply with all provisions of the various trust agreements of the funds to which the Employer is required to contribute, and of written collection adopted by the Trustees of such funds, including but not limited to provisions requiring advance cash deposits; provisions requiring the Employer to submit to audits of payroll and related records; imposition of interest not greater than 10% per annum on delinquent contributions; imposition of assessments and liquidated damages of not greater than 20% of delinquent contributions; and provisions authorizing commencement of suits or other legal proceedings against delinquent Employers for an accounting, damages, or other legal or equitable relief. If the Trustees institute legal proceedings to collect delinquent fringe benefit contributions, the Employer agrees to pay, in addition to other amounts awarded, all litigation costs, including the Trustees' reasonable attorney's fees.

Article IX – Hiring/Out-of-Regional Council Contractors/ Requested Referrals

EXHIBIT A

Employers domiciled outside of the territorial jurisdiction of the Mid-America Carpenters Regional Council shall, before commencing work covered in this Agreement, discuss with the crew. The Union, in turn, agrees to furnish such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from a referral list maintained by the Mid-America Carpenters Regional Council the amount of carpenter journeyworkers, mechanics, apprentices, foremen and stewards needed for the start-up crew and the amount of carpenter journeyworkers, mechanics, or apprentices needed to complete the job including the winding down Louis and Vicinity office on a non-discriminatory basis. If employers who are not domiciled out of the territorial jurisdiction of the St. Louis-Kansas City Carpenters Regional Council request referral of skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards the Union shall refer such skilled carpenter journeyworkers, mechanics, apprentices, foremen and stewards from said referral list on a non-discriminatory basis.

This section of the Agreement does not, however, prevent an out-of-Regional Council employer from selecting his own Project Manager or Superintendent.

Article X – Strikes, Lockouts and Pickets

Section 10.01 - Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike, picket or other concerted interruption or interference with the work or business of the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract, and the Employer shall not lockout any employee covered hereunder during said term.

Section 10.02 - During the term of this Agreement, no officer, representative, agent or official of the Union shall authorize, cause, induce, support or condone a strike, or any work stoppage, or slowdown of work, or walkout by any of the employees covered hereunder, nor will the Union in any way support any action of its members in engaging in any of the same, against the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract but, on the contrary, will do everything reasonably within its power to prevent such acts; provided, that the terms of this section shall not apply in the event of a sympathy strike conducted in accordance with the criteria established in Section 10.03, below.

Section 10.03 - It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross a lawful primary picket line and perform work in any instance where the purpose of the picketing is lawful, the picketing is duly authorized by the union picketing, and the establishment thereof is not in violation of any law.

Section 10.04 - The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical): (a) Request them to immediately return to work; (b) Advise them that they are violating the Union Agreement with said Employer.

It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for

EXHIBIT A

any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

It is understood and agreed that the Negotiating Agent, the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

Article XI – Working Rules

Section 11.01 <u>Work Day</u>

A. The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, with pay at the straight time hourly rate.

B. The Employer may establish a ten (10) hour shift (exclusive of the thirty (30) minute unpaid lunch period) for four (4) consecutive days, Monday through Thursday, at the straight time wage rate. Forty (40) hours per week shall constitute a week's work. When an Employer works a 4-10's schedule, the project must run for a period of at least four (4) days. Also, the Employer shall not bring in any other crew for a fifth (5th) workday on the project while not calling in the regular crew that had been scheduled for that project. In the event a job is down due to safety issues, weather conditions or other conditions beyond the control of the Employer, or where a holiday falls on a Monday, Tuesday, Wednesday or Thursday, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate.

C. <u>Make-Up Day (Residential)</u> - On a Residential project only, if an employee is prevented from working forty (40) hours Monday thru Friday, or any part thereof, by reason of inclement weather, Saturday, or any part thereof, may be worked as a make-up day at the straight time hourly rate of pay based on eight (8) hours of work. If an employee declines to work Saturday as a make-up day,

EXHIBIT A

he shall not be penalized. All work performed in excess of forty (40) hours, or eight (8) hours in any one day, will be paid at time and one-half rate. The Union shall be notified when Saturday is to be used as a make-up day. Sundays and Holidays may not be used as a make-up day.

Section 11.02 Flexible Starting Time and Overtime

A. The provisions of this Article and the other Articles of this Agreement notwithstanding, the Employer and the Union agree to a flexible starting time of 6:00 a.m. to 10:00 a.m. and quitting time of 2:30 p.m. to 6:30 p.m.

B. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all overtime hours worked outside the regular work day or work week.

C. Except as otherwise expressly provided for herein or in the applicable Addendum, time and one-half shall be paid for all work performed on Saturday.

D. Double time shall be paid for all time worked on Sunday.

E. The Employer shall give two (2) working days' notification to employees and the Union if changing starting time or to a 4-10's schedule.

Section 11.03 Holidays - Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. When any of the above holidays falls on a Saturday, the previous Friday shall be observed as such holiday. When any of the above holidays falls on Sunday, the Monday following shall be observed as such holiday. No work shall be performed except to save life or property on Christmas Day, Fourth of July, or Labor Day.

Section 11.04 Apprentice Ratios - The ratio of apprentices to journeyworkers and foremen shall not exceed the following limits: on a Commercial or Light Commercial project, one (1) apprentice to each journeyworker or foreman employed thereon; and on a Residential project, three (3) apprentices to each journeyworker or foreman employed thereon.

Section 11.05 Stewards – At the Union's discretion, a steward or stewards may be appointed by the Union on any and all of the Employer's projects from Employer's existing job site workforce. The steward is not authorized to call any strike or to cause any work stoppage. The steward's duties shall be limited to seeing that specific provisions of this Agreement are carried out. The individual serving as steward may be removed from that position by the Union at any time. There shall be no discrimination or retaliation by the Employer against the steward for the faithful performance of his duties as herein provided.

An employee acting as steward shall have completed a first-aid course as offered by the American Red Cross, or an equivalent course. The steward shall take care of any employee injured on the job and may accompany the injured employee to his home, doctor's office or hospital without suffering any loss of pay or deduction therefor.

EXHIBIT A

Section 11.06 Pay Day and Show-Up Time

A. Every employer shall pay its employees on the job every Friday (or Thursday on a 4-10's schedule) in full for the previous work week by 4:30pm (or the completion of the day's shift).

B. A check stub, or electronic equivalent, with a minimum of the following information shall be furnished to each employee: 1) identification of Employer; 2) identification of employee; 3) number of hours worked (straight time and/or overtime); 4) wage rate and/or total wages; 5) pay period covered; and 6) an itemization of deductions; and 7) Estamp verification information. An employer may communicate paystubs to an employee electronically or postmarked by the next business day.

C. If permitted by law, wages due may be paid by direct electronic deposit to the employee's bank account. If the employee does not have a bank account or does not authorize direct electronic deposit, the Employer may pay the wages via payroll debit card or similar electronic pay service; provided, that the employee shall not be assessed any service fees or charges for the privilege of withdrawing his wages.

D. If employees are not paid as specified, through negligence or willful acts of the Employer, each employee shall be paid two (2) hours' pay at the straight time rate for every twenty-four (24) hours of waiting time.

E. If an employee quits of his own accord, the employee shall be paid on the next regular pay day.

F. If, after reporting for work on time, an employee is prevented from working for any reason beyond the employee's control, the employee shall be guaranteed and paid for a minimum of two (2) hours' show-up time, regardless of whether any work is performed; provided that, when the employee is prevented from working because of weather or other conditions beyond the Employer's control, the Employer shall not be required to pay show-up time, but it shall be required to pay a minimum of one (1) hour of waiting time if the employee is told to wait. For purposes of this subsection, the term employee includes a requested referral who has performed no work.

G. When employees are discharged or laid off, they shall be paid immediately. The Employer shall have the option of paying the employees off on the day of discharge or layoff or mailing their paychecks. If required to go somewhere other than the jobsite to receive payment, employees shall be paid for the time required going to such location. If mailed, checks must be postmarked no later than the next regular working day or the Employer shall pay the employee two (2) hours' pay at the straight time rate for each day of delay.

Section 11.07 Meal Periods and Breaks

A. A thirty (30) minute unpaid meal period shall start four (4) to five (5) hours after the beginning of a shift. Employees required to work through this meal period shall be entitled to be paid at the straight time rate.

EXHIBIT A

B. Employees working more than ten (10) hours shall be entitled to a thirty (30) minute meal period with pay at the overtime rate.

C. For every four (4) hours of work completed after the first paid meal period, employees shall be entitled to an additional thirty (30) minute meal period with pay at the overtime rate.

D. Where possible employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

E. A fifteen (15) minute paid break period shall be provided in the morning. Employees are not to leave their approximate work area to congregate for the break. There shall be no afternoon break unless employees are working a shift of ten (10) or more hours, in which case there will be a fifteen (15) minute paid break in the afternoon.

Section 11.08 Shift Work - Multiple shifts may be established when deemed necessary by the Employer, subject to the following requirements. Three (3) shifts, each eight (8) hours plus one-half (1/2) hour for lunch, may be established. The first shift shall be paid at straight time, the second shift at a premium of $2.50 per hour, and the third shift at a premium of $3.50 per hour. Payment for shift work shall be determined when the employee first starts the shift. Two (2) shifts may be maintained at greater than eight (8) hours with excess hours being paid at the overtime rate.

Section 11.09 Odd Hours - On projects that cannot be performed during the regular workday, including heavy traffic areas such as existing offices, retail stores and shopping centers, a premium of $2.50 per hour shall apply to all odd hours required by owners of heavy/highway projects, and building renovations, additions and modifications to existing structures. **This premium does not apply to construction of new stand-alone buildings.** All other work rules, guaranteed payment of wages and fringe benefits, and other provisions of this Agreement shall apply when odd-hours work is being performed.

Section 11.10 Transportation and Transferring - When employees are transferred from job to job during their regular working hours, they shall receive pay for their time. When an employee is sent out of the jurisdiction of this contract by the Employer, he or she shall receive either the wage rate in that locality, or the rate provided in this Agreement, whichever is higher, plus all agreed expenses. He or she shall be paid the straight time hourly rate to and from the job when using the mode of transportation specified by the Employer. Should the employee choose a different mode of transportation than that specified he or she shall be paid only for the estimated time of travel as prescribed by the Employer. When an employee is required by the Employer to drive a service truck from the shop to the job before starting time, his time shall begin from the time he or she leaves the shop.

Section 11.11 Safety Equipment – The Employer shall furnish safety equipment, such as safety (Tyvek style) suits, safety harnesses and other fall protection that will be fit to the size, gender, and physical abilities of the employee. In addition, the Employer shall furnish welders safety equipment including hard hats, green jackets, welding sleeves, cutting goggles, welding hoods and welding gloves.

EXHIBIT A

Section 11.12 Business Rep - The Business Representative and/or the Apprentice Coordinator shall have the right to visit job sites whenever such sites are under control of the Employer; however, they shall not stop or otherwise interfere with any work operation without permission from the Employer. The Business Representative shall check in with the job site superintendent, when possible or reasonable to do so, before entering the actual work site

Section 11.13 Suitable Job Site – The Employer shall be responsible for ensuring that employees are provided suitable and satisfactory facilities with adequate space for the protection of their tools and street clothes. The Employer shall furnish sanitary toilet facilities and suitable and ample drinking water. On buildings ten (10) stories high or higher, a shed with such toilet facilities and drinking water must be provided on every fifth (5th) floor unless other satisfactory arrangements are provided.

Section 11.14 Tools – Employees shall furnish and maintain those tools normally found in the ordinary carpenter's or millwright's tool chest, but only as relates to the particular type of work he is performing at the time. All corded and cordless power tools, including any required battery packs, shall be furnished by the Employer. Employees shall be furnished a reasonably secure and locked place for the storage of their personal tools at the end of the work period. It shall be expressly understood and agreed that in the event an employee's tools are lost by burglary or fire when properly stored in the space provided by the Employer, then the Employer will at the Employer's option replace said tools or reimburse the employee in an amount equal to the replacement value of said tools. It is further provided that it shall be the responsibility of the employee to provide the Employer's representative with a previously prepared written list of his tools on the job as well as allow the Employer's representative to visually inspect said tools. This requirement shall be complied with at the start of employment with the Employer, upon the introduction of additional tools to the jobsite by the employee, and upon transferring from one project site to another. Failure to comply with the above will void the Employer's liability for replacement.

Employee will exercise proper care of Employer provided tools while in his possession to prevent damage, loss or theft. Employee will not be unlawfully discriminated against with regard to off-hours GPS (location) tracking from work-related software applications.

Section 11.15 Millwright Work Rules – In addition to all work rules and conditions set forth elsewhere in this Agreement the following special provisions shall be applicable to millwrights performing that classification of work.

A. Millwrights shall not be required to furnish the following tools: micrometer above 1"; adjustable wrench over 15"; socket wrench over ½" drive; or socket over 1-1/4".

B. The Employer shall replace all drill bits, taps, hacksaw blades, flints and lenses broken on the job.

Section 11.16 Medical Treatment - Employer agrees that any employee who is injured on the job shall be given first aid treatment at the job and, if necessary, transported to a hospital or doctor's office for further treatment.

On the day of an injury resulting from a job site accident, the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit

EXHIBIT A

his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided that the doctor requires a return visit during working hours. Employee will request a written statement from the doctor verifying time of treatment.

Section 11.17 Pile Driving - The following duties shall be performed only by employees who are covered by the terms of this Agreement: the laying out and driving of all pile; maintaining and repairing the pile driving hammer; the unloading of pile; and the cutting off and welding of pile.

Section 11.18 Diving - All diving shall be performed by an employee covered by the terms of this Agreement.

Section 11.19 Welding - Any special certification test of a qualified welder, taken for the convenience of the Employer, shall be paid for by the Employer. Before a qualified millwright welder commences the welding test, he shall be placed on the payroll of the Employer.

Section 11.20 Workers' Compensation - The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by state law. The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this section.

Article XII - Drug and Alcohol Testing

Section 12.01 - In order to promote a safer working environment, the Trustees of the Carpenters' Health and Welfare Trust Fund of St. Louis administer a drug and alcohol testing program (the "Carpenters Program"), which is available at no additional employer contribution to all employees covered by this Agreement.

Section 12.02 - All employees shall, as a condition of employment, satisfy the good standing requirements of the Carpenters' Program as it existed on May 2, 2017, and as it may thereafter be changed with the approval of the Association. The Employer shall not be required to discharge any employee for failure to satisfy such requirements unless the Employer has received written notice of such failure and the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the requirements of the Carpenters' Program, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Section 12.03 - Apart from the Carpenters' Program, the Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, by the Employer's program, or by a project owner. The Employer shall also have discretion to require its employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program (other than the Carpenters' Program) that is administered by a third party and is acceptable to the Union. The Kansas City/St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

Section 12.04 - The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the good standing

EXHIBIT A

requirements of the Carpenters' Program or any other program of drug or alcohol testing permitted by this Agreement.

Article XIII – Safety

Section 13.01 - In order to promote a safer working environment, each employee covered by this Agreement shall, as a condition of employment, have completed the OSHA-10 hour safety training course at the Union's expense, provided that the employee had reasonable opportunity to do so. All affected employees shall also, as a condition of employment, have completed any additional safety training designated from time to time by the Union's Journey-Level Upgrade Committee that may be based on input from the various management associations. The safety training program shall be administered by the Carpenters' Health and Welfare Trust Fund of St. Louis. The Fund will accept technical training in satisfaction of part or all of the safety training requirement. Employees shall be given credit for internal safety or technical training completed with a contributing Employer, provided the Employer's Safety Director has reported all necessary information for each member trained, a complete description of the training, and any other information required by the Fund.

Upon request, the Union shall give written notice thirty (30) days before the compliance deadline to the Employer of any employee who has not at that time satisfied safety training requirements, specifying the training needed. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Each Employer shall have the right to design and adopt a safety program for the purpose of preventing injury to employees and other persons, damage to property, and lost time resulting from jobsite accidents. An Employer's safety program may include rules and policies imposed on the Employer by law or regulation or OSHA standards, or by an owner's requirements, as well as the Employer's own reasonable rules and policies designed to promote safety on the job.

The Employer shall have the right to discharge, without warning or other lesser discipline, any employee who is reported to have failed to satisfy the safety training requirements established or permitted by this Agreement.

Section 13.02 - It shall be a term and condition of employment that each individual hired to perform work covered by this Agreement and each employee covered by this Agreement shall be in compliance with the minimum safety training requirements established by the Journey-Level Upgrade Committee (JLUC) of the St. Louis-Kansas City Carpenters Regional Council for Journeyworker Carpenters. All journeyworkers must successfully complete the required training by May 1st of each year. A list of those who have not completed the required training will be furnished by the Union to the Employer upon request. In addition, a complete list of all available training courses shall be entered and maintained within the CDC's Professional Resources Online (UPRO) computer system. The Employer will have reasonable access to this online resource in order to validate its employees' accomplishment of any training requirements. The Employer shall be obligated to terminate any employee covered by this

EXHIBIT A

Agreement upon receipt of seven (7) days' advance written notice from the Union of the employee's non-compliance with minimum safety testing requirements and shall not re-hire such employee until the Union has certified in writing that the employee has become compliant. Any other provision of this Agreement notwithstanding, disputes concerning mandatory safety training and drug testing shall not be covered by any grievance and arbitration provisions of this Agreement, and the Employer and the Union are free to take economic action to enforce the terms of this Article.

Article XIV – Grievances and Arbitration

Section 14.01 - Any dispute or grievance of an employee not reported to the employer within 10 working days after the occurrence of same shall be declared invalid and not processed. If the grievance cannot be settled satisfactorily after five (5) business days, the parties shall select an arbitrator. If the parties cannot agree on an arbitrator, either party may apply to the Federal Mediation and Conciliation Service for a regional panel of arbitrators, and the parties shall take turns striking names from the panel until one (1) remains. Any management association in which the Employer is a member shall be entitled to be involved in the grievance-arbitration process, including participating in the arbitration hearing. The arbitrator will hand down a decision in writing within five (5) days after a hearing. His decision shall be final and binding on both parties.

Section 14.02 - All expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be paid by the losing party; however, each party shall be responsible for payment of its own attorney's fees.

Article XV – Interpretation and Legal Compliance

Section 15.01 - This Agreement shall supersede any inconsistent or contradictory terms or conditions, express or implied, in any other agreement executed by and between the Employer and Union before this Agreement was executed.

It is the intention of the parties in connection with the execution of this Agreement to comply with all state and federal laws relative to the subject matter herein. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. In the event that any term or provision should be contrary to any law within a particular state, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

EXHIBIT A

Article XVI - Term of Agreement

Section 16.01 - This Agreement shall become effective May 1, 2023, and shall remain in effect until April 30, 2027, and shall automatically renew itself for the term of the successor Agreements thereafter unless and until either party notifies the other party in writing, not less than sixty (60) days and no more than ninety (90) days prior to April 30, 2027, For purposes of this Article XVI, the term "party" shall include each individual employer signatory to this Agreement. Such notice shall be served by Certified Mail. Immediately following the transmittal and receipt of such notice, the parties shall meet and confer for the purpose of negotiating a new Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

THE BUILDERS' ASSOCIATION

BY Don Greenwell
DON GREENWELL
President

DATE: 4/19/23

MID-AMERICA CARPENTERS
REGIONAL COUNCIL

BY Gary Perinar
GARY PERINAR
Executive Secretary-Treasurer

DATE: 4/26/23

EXHIBIT A

Tracking ID: 21559

Report to

MEETING DATE	PRESENTER	DEPARTMENT
	Jud Knapp, Acting Land Bank Manager jknapp@wycokck.org x5472	Land Bank Approvals

AGENDA ITEM #
LAND BANK POLICY
BACKGROUND
RECOMMENDATION
Approve Request consideration of the following Land Bank policy updates, submitted by Jud Knapp, Land Bank Manager
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
IT/POLICY CONSIDERATIONS
PROCUREMENT CONSIDERATIONS
LEGAL CONSIDERATIONS
ATTACHMENTS
WCLB Policy Rewrite_v11_clean, Nov 4th Land Bank Policy

Approved by Mayor and/or Chair and Administrator to add to agenda.

11/19/2024

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE REVISED LAND BANK POLICY

WHEREAS, the State of Kansas has provided that a county may establish a Land Bank in K.S.A. 19-26,104; and

WHEREAS, K.S.A. 19-26,104 further mandates that the county land bank is to be governed by a Board of Trustees; and

WHEREAS, Unified Government of Wyandotte County/Kansas City, Kansas Ordinance 2-173 established the Wyandotte County Land Bank as well as the Land Bank Board of Trustees which consists of the Mayor/CEO and the Commissioners of the Unified Government; and

WHEREAS, Unified Government of Wyandotte County/Kansas City, Kansas Ordinance 2-173 states that the Land Bank staff shall be furnished by the Unified Government; and

WHEREAS, the Board of Trustees may appoint such officers, agents and employees as required to perform its duties per K.S.A. 19-26,106; and

WHEREAS, the Board of Trustees requires a policy to provide guidance to the Land Bank Manager as well as the Land Bank staff and employees appointed by the Board of Trustees.

NOW, THEREFORE BE IT RESOLVED BY THE WYANDOTTE COUNTY LAND BANK BOARD OF TRUSTEES:

1. The proposed revisions to the Wyandotte County Land Bank Policy are hereby adopted.

2. The Mayor, the County Administrator, and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

3. This Resolution shall become effective upon passage by the Wyandotte County Land Bank Board of Trustees.

ADOPTED BY THE WYANDOTTE COUNTY LAND BANK BOARD OF TRUSTEES, THIS _____ DAY OF _____ 2024.

_____
Tyrone Garner
Mayor/CEO

Approved as to form:

/s/ Wendy M. Green
Wendy M. Green
Deputy Chief Counsel

WYANDOTTE COUNTY LAND BANK (WCLB)

ADMINISTRATIVE POLICY

UPDATED TBD 2024

Table of Contents

Section 1. Purpose

1.1 Neighborhood and Land Use Planning Conformance
1.2 Guiding Principles

Section 2. Authority and Role

2.1 Establishment
2.2 Governance
2.3 Review of Proposed Land Bank Transactions
2.4 Governing Authority
2.5 WCLB Board of Trustees Approval
2.6 WCLB Right to Accept or Reject
2.7 Role of Land Bank Manager
2.8 Staffing

Section 3. Priorities for Transfer of Land Bank Properties

3.1 Priority Transfers
3.2 Transferee Qualifications

Section 4. Conveyances to the WCLB

4.1 Sources of Property Inventory
4.2 Policies Governing the Acquisition of Properties
4.3 Donations to WCLB
4.4 Transaction Agreements
4.5 Environmental Concerns
4.6 State of Kansas Set Off Program
4.7 Timing

Section 5. Conveyances from the WCLB

5.1 Covenants, Conditions and Restrictions
5.2 Deed without Warranty
5.3 Conveyances Requiring Board of Trustees Approval
5.4 Conveyances Pursuant to WCLB Rehab Program
5.5 Conveyance Time Allowance
5.6 Appropriate and Timely Development of Properties
5.7 Holds
5.8 Pricing

Section 6. Yard Extension and Commercial Lot Extension Program

6.1 Applications
6.2 Qualifications
6.3 Limitations
6.4 Pricing

Section 7. Land Bank Rehab Program

7.1 Purpose
7.2 Goals
7.3 Qualified Rehabber
7.4 Qualified Offer
7.5 Housing Stock
7.6 Commercial Property
7.7 Rehabber Qualifications
7.8 Availability for Rehabbers
7.9 Rehab Agreements
7.10 Filings
7.11 Inspections and Permits
7.12 Extensions and Penalties
7.13 Tier I Rehabber Threshold

Section 8. Option Agreements

8.1 Site Control: Options and Property Reservations
8.2 Disposition

Section 9. WCLB Garden Program

9.1 Community Gardens and Community-managed Open Spaces
9.2 Requirements for Community Gardens
9.3 Urban Farm

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on xxxx xx, 202x.

These policy and procedure guidelines are a consolidation and codification of all prior policies and procedures of the Wyandotte County Land Bank (WCLB) and supersede all such prior policies and procedures.

Section 1. Purpose

1.1 Neighborhood and Land Use Planning Conformance.

The WCLB's purpose is to return tax delinquent, distressed and unwanted property to productive use that benefits the community. In doing so, the WCLB will prioritize the following:

a. Encourage the development and reuse of vacant properties consistent with the WCLB goals, and any City adopted Master Plan.
b. Strengthen the County's tax base by returning property to a productive tax paying status.
c. Support and preserve open space, stormwater management, environmental remediation, community gardens, urban farming, and other agricultural production.
d. Convey land through a predictable, timely and transparent process.
e. Encourage timely development and discourage real estate speculation.
f. Assemble land for economic development.

1.2 Guiding Principles.

This policy is intended to create a unified and consistent approach to the disposition of real property owned by the WCLB.

In the interest of providing predictability and transparency to the sale and reuse of property, this policy will provide guidance to the WCLB in all transactions involving property as well as information to individuals and organizations considering the acquisition of property owned by the WCLB.

The goals of this policy and the disposition of WCLB owned property are to:

a. Preserve existing stable and viable neighborhoods.
b. Engage with neighborhoods that have historically and/or are currently experiencing rapid decline or deterioration to support community development and revitalization efforts.

c. Utilize strategic planning as well as long term planning in the disposition of property.
d. Maintain flexibility and transparency in all transactions.
e. Comply with and support the implementation of the Citywide Comprehensive Master Plan, Area Plans, Corridor Plans, and other Community Plans; specifically, recognizing that the majority of the WCLB parcels are located in the Northeast area of the county, the WCLB will make every effort to abide by the Northeast Area Master Plan
f. Eliminate blight and revitalize neighborhoods.
g. Prevent speculation.
h. Ultimately dispose of all WCLB parcels.

The WCLB will aspire to meet these goals when making decisions regarding the disposition of its property.

The WCLB will remain responsible for its own decision-making and adherence to this policy during the disposition process. The WCLB will make available to the public all property in its inventory; however, properties which are being used by the Unified Government for public purposes or being reserved for City-desired programs or projects, will be identified as unavailable for disposition by the Land Bank Manager in coordination with staff from the Unified Government.

Section 2. Authority and Role

2.1 Establishment.
The Wyandotte County Land Bank (WCLB) was established by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) by the power vested in it by K.S.A. 19-26,103 et. seq.

2.2 Governance.
The WCLB is governed by a Board of Trustees comprised of the Mayor/Chief Executive and the UG's Board of Commissioners (BoC). The Wyandotte County Land Bank Manager is charged with its administration.

2.3 Review of Proposed Land Bank Transactions.
All proposed WCLB transactions shall be submitted by the Land Bank Manager to the Staff Advisory Team, the Land Bank Advisory Board and WCLB Board of Trustees for review, consideration, and recommendation.

The Staff Advisory Team is composed of the Director/Manager and/or designee from the following UG Departments: *Administration, Community Development, General Services, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Public Works, Treasury, Planning and Urban Design, and a representative from the Kansas City, Kansas Police Department.* The Staff Advisory Team shall evaluate applications based on UG policies and priorities, and future infrastructure and development plans. The Staff Advisory Team shall serve solely in an advisory capacity.

The membership of the Land Bank Advisory Board shall consist of representatives from each Neighborhood Business Revitalization organizations (NBR), two (2) representatives from the Executive Board of the Livable Neighborhoods Task Force, who shall be chosen by the representatives from the Executive Board of the Livable Neighborhoods Task Force, and an additional member which shall be a registered Neighborhood Association President or a development corporation within the NBR area containing the most WCLB parcels, who shall also be chosen by the registered neighborhood groups within the area containing of the most WCLB parcels. This additional member is subject to change with the disposition of WCLB property and shall be recalculated on a biannual basis. The Land Bank Advisory Board shall serve solely in an advisory capacity.

The Staff Advisory Team and Land Bank Advisory Board shall review all application(s) presented by the Land Bank Manager for consideration. Any application(s) that needs further investigation will be referred to the Land Bank Manager until all necessary information has been provided, at which time it will be brought to the Staff Advisory Team and Land Bank Advisory Board for further review.

The recommendations of the Staff Advisory Team and the Land Bank Advisory Board will be presented at the BoC's Neighborhood and Community Development Standing Committee where the Committee will make a recommendation to approve the applications that will advance to the WCLB Board of Trustees for final approval.

2.4 Governing Authority.

The core governing documents of the WCLB are the applicable state statutes and the Unified Government Code of Ordinances. The policies and procedures set out in this document constitute guidelines only and the Board of Trustees reserves discretion to deviate therefrom when it deems appropriate.

2.5 WCLB Board of Trustees Approval.

Under the applicable State law, the conveyance of property by the WCLB, must be approved by the WCLB Board of Trustees before the property can be conveyed.

2.6 WCLB Right to Accept or Reject.

The WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In case of multiple applications for the same properties, the WCLB will give precedence to the application submitted first and, should this application not be accepted, the next application submitted will be brought before the WCLB Board of Trustees

2.7 Role of Land Bank Manager.

The Land Bank Manager shall have the following responsibilities:

a. Help applicants with where and what they want to build;

b. Help applicants communicate with neighborhood associations and neighborhood groups by sharing contact information;

b. Administer the Land Bank process including public notification by contacting all neighborhood groups in affected areas and Livable Neighborhoods;

c. Identify which properties are available for disposition;

d. Determine when an application is ready to be submitted to the WCLB Board of Trustees;

e. Engage and educate the community on Land Bank opportunities;

f. Be a resource for the community;

g. Set protocols for Land Bank procedures;

h. Work with the WCLB Board of Trustees on a strategy for disposition of Land Bank properties; and

i. At a meeting of the BoC's Neighborhood and Community Development Standing Committee in the Spring of every year, provide an update on the progress of approved option agreements, extensions, and hold areas showing how many option agreements were successful, how many failed and the status of any hold areas beginning the development process.

2.8 Staffing.

In addition to the Land Bank Manager, it is recommended that there is at least one staff member for every 1,000 parcels in the Land Bank inventory.

Section 3. Priorities for Transfer of Land Bank Properties.

3.1 Priority Transfers.

Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to:

a. Government entities;
b. Individuals, entities, and non-profits seeking to obtain the property for housing or commercial development;
c. Entities that are a partnership, limited liability corporation or joint venture compromised of a private non-profit corporation and a private for-profit entity;
d. Individuals who own residential property that qualify for the Yard Extension Disposition Program; and
e. Non-profit institutions such as academic and religious institutions.

3.2 Transferee Qualifications.

All applicants seeking to acquire property from the WCLB, or to enter into transaction agreements with the WCLB, are required to provide as part of their application information regarding, but not limited to:

a. The legal status of the applicant, its organizational and financial structure;
b. Its prior experience in developing and managing housing;
c. The financial health and resources of the applicant;
d. Sufficient plans for development; and/or
e. Proof that the applicant is current on their property taxes and has no outstanding code violations on any property within the County.

Section 4. Conveyances to the WCLB

4.1 Sources of Property Inventory.

Sources of real property inventory of the WCLB include, but are not limited to, the following:

a. Transfers from local governments;
b. Acquisitions at tax foreclosure sales;
c. Donations; and
d. Market purchases.

4.2 Policies Governing the Acquisition of Properties.

In determining which, if any, properties might be acquired, the WCLB may consider the following circumstances and factors:

a. Proposals and requests by individuals or entities in which specific properties are identified for ultimate acquisition and redevelopment;
b. Residential properties that are available for immediate occupancy without need for substantial rehabilitation;

c. Improved properties that are the subject of an existing order for demolition of the improvements and/or meet the criteria for demolition of improvements to determine if the property can be put into the rehab program described in Section 7;
d. Vacant properties that are appropriate for the yard extension disposition program;
e. Properties for which reutilization would be in support of adopted plans;
f. Properties that would form a part of a land assemblage development plan; and
g. Properties that would allow for the creation or expansion of community gardens, urban farming, environmental remediation, stormwater management, and/or open space preservation.

4.3 Donations to WCLB.

WCLB reserves the absolute right to accept or reject any and all donation requests. The WCLB will only accept donated property(ies) that will advance the goals of the WCLB. The WCLB will only present requests to the Board of Trustees, for approval, when at least one or more of the following conditions are met:

a. The property owner does not have the resources to properly care for the property or to comply with orders to correct code violations that are present, and evidence of the hardship has been presented;
b. The property is located in an area targeted for redevelopment efforts or in a neighborhood with a large number of existing WCLB property;
c. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation;
d. The property could be utilized for the WCLB garden program; and
e. The property could be used for UG purposes.

Property(ies) with adverse environmental conditions or maintenance requirements will not be accepted without a satisfactory plan and funding in place for remediation, as determined by the UG. Regarding additional requirements for donations of property to the WCLB:

a. WCLB requires that donated property(ies) be conveyed with clear and marketable title;
b. Property(ies) that are occupied may not be accepted as donations;

c. WCLB shall not determine donation value for the purpose of tax benefits; and
d. Any exceptions to the provisions of the above must come before the Board of Trustees.

Any property that is conveyed by donation to the WCLB will not be available for sale/transfer until the meeting following the approval of the donation by Board of Trustees.

Any property that is rejected for donation but is tax sale eligible, will be referred for an upcoming tax sale by the WCLB. The WCLB will send a letter to the requestor with that information.

Nothing in this section precludes acceptance of a donation of a tax sale eligible property.

4.4 Transaction Agreements.

In most cases, a transaction agreement must be approved in advance by the Board of Trustees and executed by the WCLB and the grantor of the property. These transaction agreements shall be in form and content as deemed by the WCLB Manager to be in the best interest of the WCLB and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

4.5 Environmental Concerns.

The WCLB reserves full and complete discretion to require that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination. The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use.

4.6 State of Kansas Set Off Program.

Property that has been placed in the State of Kansas Set Off Program may be deemed ineligible for conveyance to the WCLB.

4.7 Timing.

Any property that is conveyed in or out of the WCLB will not be available for sale/transfer until approved by the Board of Trustees.

The Land Bank Manager is authorized to accept property conveyed from the UG that is a result of property being obtained from a recent

County Tax Sale. The Land Bank Manager will then report the conveyance(s) at the next BoC Neighborhood and Community Development Standing Committee meeting.

Section 5. Conveyances from the WCLB

5.1 Covenants, Conditions and Restrictions.
All conveyances by the WCLB to third parties shall include such covenants, conditions and restrictions as the WCLB deems, in its sole discretion, necessary and appropriate to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the public purposes of the WCLB.

5.2 Deed Without Warranty.
All conveyances by the WCLB to third parties shall be by quitclaim deed.

5.3 Conveyances requiring Board of Trustees Approval.
All transfers of WCLB property shall require the approval of the Board of Trustees.

5.4 Conveyances pursuant to WCLB Rehab Program.
The Land Bank Manager shall seek prior approval from the WCLB Board of Trustees for all properties entering and exiting the WCLB Rehab Program.

5.5 Conveyance Time Allowance.
All undeveloped Land Bank property shall be conveyed, and deed recorded within 180 days of Award and approval of the Land Bank Board of Trustees. Any property not conveyed within the above time period, and without a written extension from the Land Bank Manager, will have Award voided and property returned to the Land Bank Inventory. For any property awarded pursuant to a development/rehab agreement, the terms of said agreement shall control when such property will be conveyed.

5.6 Appropriate and Timely Development of Properties.
The WCLB expects that properties will be developed in a timely manner according to a written agreement or as specified in the deed of conveyance. Generally, construction should commence within three (3) months from the date of conveyance and should be completed as defined by the agreement or contained in the deed. To ensure that these expectations are met, the WCLB will place conditions or restrictions on property it conveys to achieve the agreed upon outcome and will monitor these agreements until construction is complete. Proposed uses must be consistent with the UG's Master Plans, Zoning,

Code, and other approved and accepted policy or be able to obtain the necessary land entitlements within the option term. All new owners are required to comply with all State, City and Federal codes, regulations, and statutes.

5.7 Holds.

Holds for economic development projects are allowed pending the approval of the Wyandotte County Land Bank Board of Trustees. Each year that land bank parcels are in a hold, an update must be provided by the awardee regarding the status of the economic development project to the Neighborhood and Community Development Standing Committee. The WCLB will require the awardee to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code provisions, and the sidewalk space must be maintained including snow removal.

5.8 Pricing.

The WCLB will generally price vacant land by the greater of:

a. The Appraised Value of property set by County Appraiser as of January 1st of current year or
b. The value of the property's frontage times $10.00.

The WCLB has the right to determine the asking price for each property and further has the right to decline any counteroffer.

Section 6. Yard Extension and Commercial Lot Extension Program

6.1 Application.

Yard Extensions shall only be applied for by abutting homeowners.

Commercial Lot Extensions shall only be applied for by abutting commercial property owners.

6.2 Qualifications.

An applicant for a yard extension must be the owner of the abutting property and must be using that property as their primary residence at the time of application. An applicant for a commercial lot extension must be the owner of abutting commercial property and must be using that property as a legally operating business. Further, the applicants for both types of extensions must be current on all property taxes and not have any active code violations. The property to be acquired must share a common boundary at either side of the applicant's property and share the same street name and/or be a contiguous land locked parcel. The property sought to be acquired for a yard or commercial lot

extension must be a vacant lot; properties with permanent structures are not eligible for this program.

6.3 Limitations.

Applicants can only acquire one (1) property for a yard extension from the WCLB for each home they own as their primary residence and only one primary lot can seek a yard extension, except if there are contiguous undevelopable parcels that can be obtained. Applicants can only acquire one (1) property for a commercial lot extension from the WCLB, except if there are contiguous undevelopable parcels that can be obtained. The WCLB property must be consolidated with the applicant's property after acquisition into a single parcel. The Land Bank Manager will track such extension acquisitions to ensure these limitations are adhered to in perpetuity.

6.4 Pricing.

The price of any yard extension shall be $0.10 per square foot.

The price of any commercial lot extension shall be $0.25 per square foot.

Section 7. Land Bank Rehab Program

7.1 Purpose.

The WCLB Rehab Program provides Qualified Rehabbers access to a pipeline of distressed properties in the Wyandotte County area. The WCLB may facilitate the sale of property at a reduced price to selected qualified rehabbers. This program allows the purchase of vacant, blighted homes once they are available in the WCLB inventory.

7.2 Goals.

The WCLB Rehab Program supports efforts to stabilize and strengthen neighborhoods through collaboration between public, private and nonprofit development partners. Through the program and working with development partners to rehabilitate blighted property, the WCLB will:

a. Save existing housing stock from demolition and return the property to the tax roles;
b. Create affordable ownership opportunities to stabilize neighborhoods; and
c. Improve the health, safety, durability, and energy - efficiency of rehabilitated properties.

7.3 Qualified Rehabber.

A Qualified Rehabber is defined as an individual or organization who must not:

a. Own any real property that is subject to any violations of State and/or local laws, codes or ordinances;
b. Own any real property that is tax delinquent;
c. Be barred from transactions with local government entities;
d. Have demonstrated lack of capacity to perform in accordance with the requirements of the WCLB;
e. Have defaulted in prior agreements with the WCLB; and
f. Currently be banned from bidding at the tax sale.

All Qualified Rehabbers must submit their intended use for the property(ies) as required by the WCLB. Failure to submit intended usage or to provide accurate information in the form requested may result in the denial of the application.

7.4 Qualified Offer.

A Qualified Offer is an application that:

a. Adequately describes the purchaser's plans for the property (i.e. intended use) and is aligned with the purpose of the WCLB;
b. The intended use must be consistent with applicable WCLB goals and all Master Plans, Zoning Ordinances, and/or other policy, or be able to obtain the appropriate land entitlements; and
c. The applicant must demonstrate financial and operational capacity to carry out the plans.

Plans that require various land entitlements may be processed as a Qualified Offer, only if the underlying project proposal is supported by the city it is in. The detail required of the applicant will be different depending on the proposed use, as defined later in this document under various usages.

7.5 Housing Stock.

All residential property with improvements that are transferred to the WCLB will be boarded, secured, and inspected to identify its place in the program. There are two (2) recommendations that these properties will fall under:

a. Rehabilitation – properties that show rehab potential will be made available to qualified rehabbers in the program; or
b. Demolition – properties that are a danger to the public will be recommended to the UG Demo Department to be razed.

7.6 Commercial Property.

Any commercial property received by WCLB will be evaluated in the same manner as in Section 7.5.

7.7 Rehabber Qualifications.

All interested rehabbers must go through a qualification process that includes submission of WCLB Rehab Program Application. The program will have two (2) Tiers of qualified rehabbers:

a. Tier I – rehabber must be a formed company/corporation or identify as an investor. In order to qualify as a Tier 1 rehabber, the following must be provided:
    1. Copy of their current year Occupational Tax Receipt from the Unified Government of Wyandotte County / Kansas City, Kansas Business License Department
    2. Must carry the appropriate amount of Insurance coverage, as outlined in the application, from a licensed Insurance provider and have the Wyandotte County Land Bank named as a Certificate Holder.
b. Tier II – if a rehabber cannot provide the requirements for a Tier I rehabber, then they must sign a Hold Harmless Waiver and must show proof of funding for the rehab to qualify for a house to rehab.

7.8 Availability for Rehabbers.

Any house that is identified as a rehab will be made available for all Tier I rehabbers. The WCLB will schedule open houses for the rehabbers to attend to assess each property identified. All rehabbers will be sent offer packets with house information and a deadline to submit their offer. Any house that does not have an offer submitted by the deadline by a Tier I rehabber will then be offered to the Tier II group.

Any house that does not have an offer submitted by either group will be available for a later offer or any new Tier I or Tier II qualified rehabber.

7.9 Rehab Agreements.

The WCLB will review all offers received based on criteria maintained by the Land Bank Manager to determine the highest and best offer. The WCLB will negotiate with the offeror and put an agreement together. If approved, the awarded offeror will be sent an award letter and any non-offerors will be sent a non-award letter.

7.10 Filings.

A Sale Contract with Land Use Restrictions detailing the terms of the rehab agreement will be recorded with the Wyandotte County Register of Deeds office. The house will stay in the name of the WCLB until the passing of the final inspection from the Land Bank Manager.

7.11 Inspections and Permits.

The WCLB will require copies of all inspections conducted by the UG Building Inspection Department, which will perform progress inspections throughout the rehab.
Any Tier I rehab will consist of four (4) inspections:

a. Initial Inspection – house is cleared of debris and any demo is complete prior to any repairs or rehab starts;
b. Rough-In – staff has received an approved Building Inspection rough-in slip and any other pulled permits (Mechanical/Electrical/Plumbing);
c. Progress – drywall is hung, and all other repairs are completed; and
d. Final - house has passed all final inspections and copies have been received by the WCLB, the Land Bank Manager will do the final walk thru.

Any Tier II rehab will consist of monthly inspections done by Land Bank Manager (or designee) and will incorporate the Tier I inspections but also allow the WCLB to closely monitor the progress.

When the Land Bank Manager has verified the house has passed WCLB final inspection, a Quit Claim Deed (QCD) will be filed with the Register of Deeds office.

All applicants who have successfully purchased WCLB-owned property must fulfill their commitments to the WCLB and to their neighbors, which includes paying property taxes and maintaining properties in accordance with all municipal codes and ordinances.

7.12 Extensions and Penalties.

If the rehab completion date stipulated in the agreement cannot be met, the rehabber may request an extension of the completion date. Extensions of time to complete the rehab are at the Land Bank Manager's discretion and, if granted, will be under the following guidelines:

a. The request for extension must be made to the Land Bank Manager in writing. The request must include the cause of the delay and plan to complete the rehab within the time requested.
b. The request for extension must be received by the Land Bank Manager no later than five (5) calendar days prior to the expiration date of the WCLB Rehab Program Extension Request Form given at the beginning of the project.
c. The extension will be granted for a maximum of 90 calendar days.
d. The granting of an initial extension period does not obligate the WCLB to grant additional extensions.

7.13 Tier I Rehabber Threshold.

Any Tier I rehabber may make no more than three (3) offers on any newly acquired rehab houses. The maximum number of houses a Tier I may be rehabbing at any given time is six (6). If a Tier I rehabber has 6 open rehabs and submits an offer for new houses, their offer will not be accepted. A Tier 1 rehabber may make the proper number of offers that could reach this threshold.

Section 8. Option Agreements

8.1 Site Control: Options and Property Reservations.

The WCLB recognizes that developers often require legally recognizable site control as part of the development process. The WCLB may execute property option agreements to allow developers to pursue financing and other approvals necessary for development.

Agreements for this purpose must meet the following conditions:

a. The applicant must be a Qualified Applicant, which has the same requirements as in Section 7.3.
b. The Option Agreement must be executed by the applicant within forty-five (45) days of approval by the WCLB Board of Trustees.
c. For each proposed project, the WCLB will allow one (1) year for that agreement, which begins on the date of approval by the WCLB Board of Trustees and may renew the agreement for up to two (2) years at the Land Bank Manager's discretion. Any further extensions must be approved by the WCLB Board of Trustees.
d. The applicant may not occupy or use the property unless approved in writing by the WCLB.
e. A fee will be due upon execution and an additional fee will be imposed for extension of the agreement or contract. This fee is non-refundable.
f. A first-time applicant will be charged an additional fee which will be held in escrow during the term of the Option Agreement and will be refunded upon disposition of the property.
g. The WCLB will require the requestor to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code and the sidewalk space must be maintained including snow removal.
h. The WCLB shall provide written notice of its intent to terminate the agreement to the applicant within thirty (30) days of said termination.
i. Applicants seeking to acquire property from the WCLB shall make every effort to consult with the neighborhood

association(s) and neighborhood group(s) operating in the geographical area of the property.

j. Applicants must do their due diligence to become aware of whether or not there are existing homeowners associations with declarations and restrictions that are applicable to the property for which they have applied.

Option Agreements will be issued only for those projects which the WCLB deems feasible and which the WCLB can recommend for approval by WCLB Board of Trustees after the developer secures the necessary entitlements, financing, tenants and/or approvals.

All WCLB Option Agreements must be approved by the WCLB Board of Trustees.

All applicants are encouraged to utilize local, minority and women owned businesses as contractors.

8.2 Disposition.

Upon the applicant providing proof of funding for their proposed development and acquisition of all required land entitlements and permits, the WCLB shall convey the property.

Section 9. WCLB Garden Program

9.1 Community Gardens and Community-Managed Open Spaces.

The WCLB recognizes that community gardens encourage the productive use of vacant land, provide spaces for community building, socialization, educational, recreation and food production activities. The WCLB will support existing and established gardens that have the capacity to sustain and maintain the land to ensure its viability.

A community garden is defined as one or more properties managed and maintained by a group of individuals to grow and harvest food or non-food items (such as flowers) for personal or group consumption, for donation, or for sale that is incidental in nature (i.e. not an Urban Farm). A community garden area may be divided into separate garden plots or orchard areas for cultivation by one or more individuals or may be farmed collectively by members of the group. A community garden may include common areas (such as hand tool storage sheds) maintained and used by the group. Community gardens may be used for recreational purposes, and improvements to facilitate such purposes may be allowed on a case-by-case basis upon review by the Land Bank Manager and with community support. Community-managed open spaces are spaces available to the public and may be used for

recreational purposes or passive activities. All necessary entitlements must still be obtained in accordance with the Unified Government Code of Ordinances as well as the ordinances for the Cities of Bonner Springs and Edwardsville.

Gardens and Open Space requests must demonstrate how their project supports the public priorities of:

a. Eliminating blight; and/or
b. Fostering neighborhood cohesion and a sense of community.

Upon approval by the WCLB Board of Trustees, the property shall be conveyed to the applicant by deed with restrictions requiring the adherence of the criteria contained in Section 9.2. An applicant shall be given an option agreement as needed for any requisite permits or land entitlements to be obtained. If an option agreement is required, at the end of one year, either the agreement will be extended, or the property will be conveyed by deed with restrictions as set forth above if all guidelines have been met. If an extension of the option agreement is required, the procedure for an extension set out in Section 8.1 (c) above shall be followed.

The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use. Users are encouraged to reference federal and state requirements for contaminants in the soil before growing or consuming produce grown on site.

9.2 Requirements for Community Gardens.

All WCLB property approved for a community garden must adhere to the following criteria:

a. Entity must work with the WCLB and Staff Advisory Team to determine where the garden will be located within the boundaries of a neighborhood;
b. Entity must provide a site plan;
c. Entity must provide a maintenance and use plan which demonstrates its obligation to maintain the lot in a clean, safe, secure and sanitary condition, free of weeds, trash, debris, garbage, and vermin;
d. Entity must comply with all existing codes and rules regarding vacant lots;
e. Entity must obtain and pay for any and all permits and approvals required by all relevant agencies to construct or operate the site;
f. Lot cannot be used to park, keep or store any motor vehicle, trailer, or boat at any time;

g. Entity must comply with all State and/or local laws, codes or ordinances;
h. Entity must maintain the area within the public right-of-way, including both snow removal and removal of trash and debris to allow for passable sidewalks;
i. Entity must agree not to grow any plants regulated or prohibited by federal laws on the lot;
j. Entities must agree to use the property at their own risk and accept the property "as-is"; and
k. Report on the performance of the community garden, including any code violations, how close they are to other gardens and overall contribution to the wellbeing of the neighborhood.

9.3 Urban Farm.

An urban farm is the cultivation of land for the purpose of income creation related to urban agriculture.

An applicant for a parcel(s) to be used as an urban farm must provide proof of relevant education, certification or comparable relevant experience that proves they have the ability to operate and maintain a successful urban farm. Applicants must meet all the requirements of a Community Garden listed in Section 9.2 above. Upon approval by the Land Bank Board of Trustees, the property shall be conveyed to the applicant by deed with restrictions requiring the adherence of the criteria contained in Section 9.2. An applicant shall be given an option agreement as needed for any requisite permits or land entitlements to be obtained. If an option agreement is required, at the end of one year, either the agreement will be extended, or the property will be conveyed if all guidelines have been met. If an extension of the option agreement is required, the procedure for an extension set out in Section 8.1 (c) above shall be followed.

WYANDOTTE COUNTY LAND BANK (WCLB)

ADMINISTRATIVE POLICY

UPDATED TBD 2024

Table of Contents

Section 1. Purpose

1.1 Neighborhood and Land Use Planning Conformance
1.2 Guiding Principles

Section 2. Authority and Role

2.1 Establishment
2.2 Governance
2.3 Review of Proposed Land Bank Transactions
2.4 Governing Authority
2.5 WCLB Board of Trustees Approval
2.6 WCLB Right to Accept or Reject
2.7 Role of Land Bank Manager
2.8 Staffing

Section 3. Priorities for Transfer of Land Bank Properties

3.1 Priority Transfers
3.2 Transferee Qualifications

Section 4. Conveyances to the WCLB

4.1 Sources of Property Inventory
4.2 Policies Governing the Acquisition of Properties
4.3 Donations to WCLB
4.4 Transaction Agreements
4.5 Environmental Concerns
4.6 State of Kansas Set Off Program
4.7 Timing

Section 5. Conveyances from the WCLB

5.1 Covenants, Conditions and Restrictions
5.2 Deed without Warranty
5.3 Conveyances Requiring Board of Trustees Approval
5.4 Conveyances Pursuant to WCLB Rehab Program
5.5 Conveyance Time Allowance
5.6 Appropriate and Timely Development of Properties
5.7 Holds
5.8 Pricing

Section 6. Yard Extension and Commercial Lot Extension Program

6.1 Applications
6.2 Qualifications
6.3 Limitations
6.4 Pricing

Section 7. Land Bank Rehab Program

7.1 Purpose
7.2 Goals
7.3 Qualified Rehabber
7.4 Qualified Offer
7.5 Housing Stock
7.6 Commercial Property
7.7 Rehabber Qualifications
7.8 Availability for Rehabbers
7.9 Rehab Agreements
7.10 Filings
7.11 Inspections and Permits
7.12 Extensions and Penalties
7.13 Tier I Rehabber Threshold

Section 8. Option Agreements

8.1 Site Control: Options and Property Reservations
8.2 Disposition

Section 9. WCLB Garden Program

9.1 Community Gardens and Community-managed Open Spaces
9.2 Requirements for Community Gardens
~~9.3 Personal Gardens~~
~~9.4~~9.3 Urban Farm

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on xxxx xx, 202x.

These policy and procedure guidelines are a consolidation and codification of all prior policies and procedures of the Wyandotte County Land Bank (WCLB) and supersede all such prior policies and procedures.

Section 1. Purpose

1.1 Neighborhood and Land Use Planning Conformance.

The WCLB's purpose is to return tax delinquent, distressed and unwanted property to productive use that benefits the community. In doing so, the WCLB will prioritize the following:

a. Encourage the development and reuse of vacant properties consistent with the WCLB goals, and any City adopted Master Plan.
b. Strengthen the County's tax base by returning property to a productive tax paying status.
c. Support and preserve open space, stormwater management, environmental remediation, community gardens, urban farming, and other agricultural production.
d. Convey land through a predictable, timely and transparent process.
e. Encourage timely development and discourage real estate speculation.
f. Assemble land for economic development.

1.2 Guiding Principles.

This policy is intended to create a unified and consistent approach to the disposition of real property owned by the WCLB.

In the interest of providing predictability and transparency to the sale and reuse of property, this policy will provide guidance to the WCLB in all transactions involving property as well as information to individuals and organizations considering the acquisition of property owned by the WCLB.

The goals of this policy and the disposition of WCLB owned property are to:

a. Preserve existing stable and viable neighborhoods.
b. Engage with neighborhoods that have historically and/or are currently experiencing rapid decline or deterioration to support community development and revitalization efforts.

c. Utilize strategic planning as well as long term planning in the disposition of property.
d. Maintain flexibility and transparency in all transactions.
e. Comply with and support the implementation of the Citywide Comprehensive Master Plan, Area Plans, Corridor Plans, and other Community Plans; specifically, recognizing that the majority of the WCLB parcels are located in the Northeast area of the county, the WCLB will make every effort to abide by the Northeast Area Master Plan.
f. Eliminate blight and revitalize neighborhoods.
g. Prevent speculation.
h. Ultimately dispose of all WCLB parcels.
f.

The WCLB will aspire to meet these goals when making decisions regarding the disposition of its property.

The WCLB will remain responsible for its own decision-making and adherence to this policy during the disposition process. The WCLB will make available to the public all property in its inventory; however, properties which are being used by the Unified Government for public purposes or being reserved for City-desired programs or projects, will be identified as unavailable for disposition by the Land Bank Manager in coordination with staff from the Unified Government.

Section 2. Authority and Role

2.1 Establishment.
The Wyandotte County Land Bank (WCLB) was established by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) by the power vested in it by K.S.A. 19-26,103 et. seq.

2.2 Governance.
The WCLB is governed by a Board of Trustees comprised of the Mayor/Chief Executive and the UG's Board of Commissioners (BoC). The Wyandotte County Land Bank Manager is charged with its administration.

2.3 Review of Proposed Land Bank Transactions.
All proposed WCLB transactions shall be submitted by the Land Bank Manager to the Staff Advisory Team, the Land Bank Advisory Board and WCLB Board of Trustees for review, consideration, and recommendation.

The Staff Advisory Team is composed of the Director/Manager and/or designee from the following UG Departments: *Administration, Community Development, General Services, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Public Works, Treasury, ~~and~~ Planning and Urban Design, and a representative from the Kansas City, Kansas Police Department*. The Staff Advisory Team shall evaluate applications based on UG policies and priorities, and future infrastructure and development plans. The Staff Advisory Team shall serve solely in an advisory capacity.

The membership of the Land Bank Advisory Board shall consist of representatives from each Neighborhood Business Revitalization organizations (NBR), two (2) representatives from the Executive Board of the Livable Neighborhoods Task Force, who shall be chosen by the representatives from the Executive Board of the Livable Neighborhoods Task Force, and an additional member ~~from the~~ which shall be a registered Neighborhood Association President or a development corporation within the NBR area ~~for the area~~ containing the most WCLB parcels, who shall also be chosen by the registered neighborhood groups within the area containing of the most WCLB parcels. This additional member is subject to change with the disposition of WCLB property and shall be recalculated on a biannual basis. The Land Bank Advisory Board shall serve solely in an advisory capacity.

The Staff Advisory Team and Land Bank Advisory Board shall review all application(s) presented by the Land Bank Manager for consideration. Any application(s) that needs further investigation will be referred to the Land Bank Manager until all necessary information has been provided, at which time it will be brought to the Staff Advisory Team and Land Bank Advisory Board for further review.

The recommendations of the Staff Advisory Team and the Land Bank Advisory Board will be presented at the BoC's Neighborhood and Community Development Standing Committee where the Committee will make a recommendation to approve the applications ~~and~~ that will advance to the WCLB Board of Trustees for final approval.

2.4 Governing Authority.

The core governing documents of the WCLB are the applicable state statutes and the Unified Government Code of Ordinances. The policies and procedures set out in this document constitute guidelines only and the Board of Trustees reserves discretion to deviate therefrom when it deems appropriate.

2.5 WCLB Board of Trustees Approval.

Under the applicable State law, the conveyance of property by the WCLB, must be approved by the WCLB Board of Trustees before the property can be conveyed.

2.6 WCLB Right to Accept or Reject.

The WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In case of multiple applications for the same properties, the WCLB will give precedence to the application submitted first and, should this application not be accepted, the next application submitted will be brought before the WCLB Board of Trustees

2.7 Role of Land Bank Manager.

The Land Bank Manager shall have the following responsibilities:

a. ~~a.~~ Help applicants with where and what they want to build;

b. Help applicants communicate with neighborhood associations and neighborhood groups by sharing contact information;

b. Administer the Land Bank process including public notification ~~of neighborhood groups~~ by contacting all neighborhood groups in affected areas and Livable Neighborhoods;

c. Identify which properties are available for disposition;

d. Determine when an application is ready to be submitted to the WCLB Board of Trustees;

e. Engage and educate the community on Land Bank opportunities;

f. Be a resource for the community;

g. Set protocols for Land Bank procedures; ~~and~~

h. Work with the WCLB Board of Trustees on a strategy for disposition of Land Bank properties; and~~.~~

i. At a meeting of the BoC's Neighborhood and Community Development Standing Committee in the Spring of every year, provide an update on the progress of approved option agreements, extensions, and hold areas showing how many option agreements were successful, how many failed and the status of any hold areas beginning the development process.

2.8 Staffing.

In addition to the Land Bank Manager, it is recommended that there is at least one staff member for every 1,000 parcels in the Land Bank inventory.

Section 3. Priorities for Transfer of Land Bank Properties.

3.1 Priority Transfers.

Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to:

a. Government entities;
b. Individuals, entities, and non-profits seeking to obtain the property for housing or commercial development;
c. Entities that are a partnership, limited liability corporation or joint venture compromised of a private non-profit corporation and a private for-profit entity;
d. Individuals who own ~~and occupy~~ residential property that qualify for the Yard Extension Disposition Program; and
e. Non-profit institutions such as academic and religious institutions.

3.2 Transferee Qualifications.

All applicants seeking to acquire property from the WCLB, or to enter into transaction agreements with the WCLB, are required to provide as part of their application information regarding, but not limited to:

a. The legal status of the applicant, its organizational and financial structure;
b. Its prior experience in developing and managing housing;
c. The financial health and resources of the applicant; ~~and/or~~
d. Sufficient plans for development~~.~~; and/or
~~d.~~e. Proof that the applicant is current on their property taxes and has no outstanding code violations on any property within the County.

~~In addition, all applicants must be current on their property taxes and have no outstanding code violations on any property within the County.~~

Section 4. Conveyances to the WCLB

4.1 Sources of Property Inventory.

Sources of real property inventory of the WCLB include, but are not limited to, the following:

a. Transfers from local governments;
b. Acquisitions at tax foreclosure sales;
c. Donations; and
d. Market purchases.

4.2 Policies Governing the Acquisition of Properties.

In determining which, if any, properties might be acquired, the WCLB may consider the following circumstances and factors:

a. Proposals and requests by individuals or entities in which specific properties are identified for ultimate acquisition and redevelopment;
b. Residential properties that are available for immediate occupancy without need for substantial rehabilitation;

c. Improved properties that are the subject of an existing order for demolition of the improvements and/or meet the criteria for demolition of improvements to determine if the property can be put into the rehab program described in Section ~~9~~7;
d. Vacant properties that are appropriate for the yard extension disposition program;
e. Properties for which reutilization would be in support of adopted plans;
f. Properties that would form a part of a land assemblage development plan; and
g. Properties that would allow for the creation or expansion of community~~,~~ gardens, urban farming, environmental remediation, stormwater management, and/or open space preservation.

4.3 Donations to WCLB.

WCLB reserves the absolute right to accept or reject any and all donation requests. The WCLB will only accept donated property(ies) that will advance the goals of the WCLB. The WCLB will only present requests to the Board of Trustees, for approval, when at least one or more of the following conditions are met:

a. The property owner does not have the resources to properly care for the property or to comply with orders to correct code violations that are present, and evidence of the hardship has been presented;
b. The property is located in an area targeted for redevelopment efforts or in a neighborhood with a large number of existing WCLB property;
c. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation;
d. The property could be utilized for the WCLB garden program; and
e. The property could be used for UG purposes~~ such as stormwater management, public works projects, etc~~.

Property(ies) with adverse environmental conditions or maintenance requirements will not be accepted without a satisfactory plan and funding in place for remediation, as determined by the UG. Regarding additional requirements for donations of property to the WCLB:

a. WCLB requires that donated property(ies) be conveyed with clear and marketable title;

b. Property(ies) that are occupied may not be accepted as donations;
c. WCLB shall not determine donation value for the purpose of tax benefits; and
d. Any exceptions to the provisions of the above must come before the Board of Trustees.

~~WCLB reserves the absolute right to accept or reject any and all donation requests.~~

Any property that is conveyed by donation to the WCLB will not be available for sale/transfer until the meeting following the approval of the donation by Board of Trustees.

Any property that is rejected for donation but is tax sale eligible, will be referred for an upcoming tax sale by the WCLB. The WCLB will send a letter to the requestor with that information.

Nothing in this section precludes acceptance of a donation of a tax sale eligible property.

4.4 Transaction Agreements.
In most cases, a transaction agreement must be approved in advance by the Board of Trustees and executed by the WCLB and the grantor of the property. These transaction agreements shall be in form and content as deemed by the WCLB Manager to be in the best interest of the WCLB and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

4.5 Environmental Concerns.
The WCLB reserves full and complete discretion to require that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination. The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use.

4.6 State of Kansas Set Off Program.
Property that has been placed in the State of Kansas Set Off Program may be deemed ineligible for conveyance to the WCLB.

4.7 Timing.
Any property that is conveyed in or out of the WCLB will not be available for sale/transfer until approved by the Board of Trustees.

The Land Bank Manager is authorized to accept property conveyed from the UG that is a result of property being obtained from a recent County Tax Sale. The Land Bank Manager will then report the conveyance(s) at the next ~~Board of County Commissioners~~BoC Neighborhood and Community Development Standing Committee meeting.

Section 5. Conveyances from the WCLB

5.1 Covenants, Conditions and Restrictions.
All conveyances by the WCLB to third parties shall include such covenants, conditions and restrictions as the WCLB deems, in its sole discretion, necessary and appropriate to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the public purposes of the WCLB.

5.2 Deed Without Warranty.
All conveyances by the WCLB to third parties shall be by quitclaim deed.

5.3 Conveyances requiring Board of Trustees Approval.
All transfers of WCLB property shall require the approval of the Board of Trustees.

5.4 Conveyances pursuant to WCLB Rehab Program.
The Land Bank Manager shall seek prior approval from the WCLB Board of Trustees for all properties entering and exiting the WCLB Rehab Program.

5.5 Conveyance Time Allowance.
All undeveloped Land Bank property shall be conveyed, and deed recorded within 180 days of Award and approval of the Land Bank Board of Trustees. Any property not conveyed within the above time period, and without a written extension from the Land Bank Manager, will have Award voided and property returned to the Land Bank Inventory. For any property awarded pursuant to a development/rehab agreement, the terms of said agreement shall control when such property will be conveyed.

5.6 Appropriate and Timely Development of Properties.
The WCLB expects that properties will be developed in a timely manner according to a written agreement or as specified in the deed of conveyance. Generally, construction should commence within three (3) months from the date of conveyance and should be completed as defined by the agreement or contained in the deed. To ensure that

these expectations are met, the WCLB will place conditions or restrictions on property it conveys to achieve the agreed upon outcome and will monitor these agreements until construction is complete. Proposed uses must be consistent with the UG's Master Plans, Zoning, ~~City~~ Code, and other approved and accepted ~~plans~~ policy or be able to obtain the necessary land entitlements within the option term~~,~~. ~~and all~~ All new owners are required to comply with all State, City and Federal codes, regulations, and statutes.

5.7 Holds.

Holds for ~~large~~ economic development projects are allowed pending the approval of the Wyandotte County Land Bank Board of Trustees. Each year that land bank parcels are in a hold, an update must be provided by the awardee ~~must be made~~ regarding the status of the economic development project to the Neighborhood and Community Development Standing Committee. The WCLB will require the awardee to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code provisions, and the sidewalk space must be maintained including snow removal.

5.8 Pricing.

The WCLB will generally price vacant land by the greater of:

a. ~~the~~ The Appraised Value of property set by County Appraiser as of January 1st of current year or
b. ~~the~~ The value of the property's frontage times $10.00.

The WCLB has the right to determine the asking price for each property and further has the right to decline any counteroffer.

Section 6. Yard Extension and Commercial Lot Extension Program

6.1 Application.

Yard Extensions shall only be applied for by abutting homeowners.

Commercial Lot Extensions shall only be applied for by abutting commercial property owners.

6.2 Qualifications.

An applicant for a yard extension must be the owner of the abutting property and must be using that property as ~~his/her~~their primary residence at the time of application. An applicant for a commercial lot extension must be the owner of abutting commercial property~~; however, the commercial property must be a storefront~~ and must be using that property as a legally operating business. Further, the

applicants for both types of extensions must be current on all property taxes and not have any active code violations. The property to be acquired must share a common boundary at either side of the applicant's property and share the same street name and/or be a contiguous land locked parcel. The property sought to be acquired for a yard or commercial lot extension must be a vacant lot; properties with permanent structures are not eligible for this program.

6.3 Limitations.

Applicants can only acquire one (1) property for a yard extension from the WCLB for each home they own as their primary residence and only one primary lot can seek a yard extension, except if there are contiguous undevelopable parcels that can be obtained. Applicants can only acquire one (1) property for a commercial lot extension from the WCLB, except if there are contiguous undevelopable parcels that can be obtained. The WCLB property must be consolidated with the applicant's property after acquisition into a single parcel. The Land Bank Manager will track such extension acquisitions to ensure these limitations are adhered to in perpetuity.

6.4 Pricing.

The price of any yard extension shall be $0.10 per square foot.

The price of any commercial lot extension shall be $0.25 per square foot.

Section 7. Land Bank Rehab Program

7.1 Purpose.

The WCLB Rehab Program provides Qualified Rehabbers access to a pipeline of distressed properties in the Wyandotte County area. The WCLB may facilitate the sale of property at a reduced price to selected qualified rehabbers. This program allows the purchase of vacant, blighted homes, once they are available in the WCLB inventory.

7.2 Goals.

The WCLB Rehab Program supports efforts to stabilize and strengthen neighborhoods through collaboration between public, private and nonprofit development partners. Through the program and working with development partners to rehabilitate blighted property, the WCLB will:

a. Save existing housing stock from demolition and return the property to the tax roles;

b. Create affordable ownership opportunities to stabilize neighborhoods; and
c. Improve the health, safety, durability, and energy - efficiency of rehabilitated properties~~ through the WCLB Housing Standards~~.

7.3 Qualified Rehabber.

A Qualified Rehabber is defined as an individual or organization who must not:

a. Own any real property that is subject to any violations of State and/or local laws, codes or ordinances;
b. Own any real property that is tax delinquent;
c. Be barred from transactions with local government entities;
d. Have demonstrated lack of capacity to perform in accordance with the requirements of the WCLB;
e. Have defaulted in prior agreements with the WCLB; and
f. Currently be banned from bidding at the tax sale.

All Qualified Rehabbers must submit their intended use for the property(ies) as required by the WCLB. Failure to submit intended usage or to provide accurate information in the form requested may result in the denial of the application.

7.4 Qualified Offer.

A Qualified Offer is an application that:

a. A~~a~~dequately describes the purchaser's plans for the property (i.e. intended use) and is aligned with the purpose of the WCLB;~~.~~
~~-~~b. The intended use must be consistent with applicable WCLB goals and all ~~UG Plans~~Master Plans, Zoning Ordinances, and/or other policy, or be able to obtain the appropriate land entitlements; and
~~t~~c. The applicant must demonstrate financial and operational capacity to carry out the plans.

Plans that require various land entitlements may be processed as a Qualified Offer, only if the underlying project proposal is supported by the city it is in. The detail required of the applicant will be different depending on the proposed use, as defined later in this document under various usages.

7.5 Housing Stock.

All residential property with improvements that are transferred to the WCLB will be boarded, secured, and inspected to identify its place in the program. There are ~~three~~ two (~~3~~2) recommendations that these properties will fall under:

a. Rehabilitation – properties that show rehab potential will be made available to qualified rehabbers in the program; or
b. Demolition – properties that are a danger to the public will be recommended to the ~~Unified Government~~UG Demo Department to be razed.~~; or~~

7.6 Commercial Property.
Any commercial property received by WCLB will be evaluated in the same manner as in Section 7.5.

7.7 Rehabber Qualifications.
All interested rehabbers must go through a qualification process that includes submission of WCLB Rehab Program Application. The program will have two (2) Tiers of qualified rehabbers:

a. Tier I – rehabber must be a formed company/corporation or identify as an investor. In order to qualify as a Tier 1 rehabber, the following must be provided:
    1. Copy of their current year Occupational Tax Receipt from the Unified Government of Wyandotte County / Kansas City, Kansas Business License Department
    2. Must carry the appropriate amount of Insurance coverage, as outlined in the application, from a licensed Insurance provider and have the Wyandotte County Land Bank named as a Certificate Holder.
b. Tier II – if a rehabber cannot provide the requirements for a Tier I rehabber, then they must sign a Hold Harmless Waiver and must show proof of funding for the rehab to qualify for a house to rehab.

7.8 Availability for Rehabbers.
Any house that is identified as a rehab will be made available for all Tier I rehabbers. The WCLB will schedule open houses for the rehabbers to attend to assess each property identified. All rehabbers will be sent offer packets with house information and a deadline to submit their offer. Any house that does not have an offer submitted by the deadline by a Tier I rehabber will then be offered to the Tier II group.

Any house that does not have an offer submitted by either group will be available for a later offer or any new Tier I or Tier II qualified rehabber.

7.9 Rehab Agreements.
The WCLB will review all offers received based on criteria maintained by the Land Bank Manager to determine the highest and best offer. The WCLB will negotiate with the offeror and put an agreement together.

If approved, the awarded offeror will be sent an award letter and any non-offerors will be sent a non-award letter.

7.10 Filings.

A Sale Contract with Land Use Restrictions detailing the terms of the rehab agreement will be recorded with the Wyandotte County Register of Deeds office. The house will stay in the name of the WCLB until the passing of the final inspection from the Land Bank Manager.

7.11 Inspections and Permits.

The WCLB will require copies of all inspections conducted by the UG Building Inspection Department, which will perform progress inspections throughout the rehab.

Any Tier I rehab will consist of four (4) inspections:

a. Initial Inspection – house is cleared of debris and any demo is complete prior to any repairs or rehab starts;
b. Rough-In – staff has received an approved Building Inspection rough-in slip and any other pulled permits (Mechanical/Electrical/Plumbing);
c. Progress – drywall is hung, and all other repairs are completed; and
d. Final - house has passed all final inspections and copies have been received by the WCLB, the Land Bank Manager will do the final walk thru.

Any Tier II rehab will consist of monthly inspections done by Land Bank Manager (or designee) and will incorporate the Tier I inspections but also allow the WCLB to closely monitor the progress.

When the Land Bank Manager has verified the house has passed WCLB final inspection, a Quit Claim Deed (QCD) will be filed with the Register of Deeds- office.

All applicants who have successfully purchased WCLB-owned property must fulfill their commitments to the WCLB and to their neighbors, which includes paying property taxes and maintaining properties in accordance with all municipal codes and ordinances.

7.12 Extensions and Penalties.

If the rehab completion date stipulated in the agreement cannot be met, the rehabber may request an extension of the completion date. Extensions of time to complete the rehab are at the Land Bank Manager's discretion and, if granted, will be under the following guidelines:

a. The request for extension must be made to the Land Bank Manager in writing. The request must include the cause of

the delay and plan to complete the rehab ~~in~~ within the time requested.

b. The request for extension must be received by the Land Bank Manager no later than five (5) calendar days prior to the expiration date of the WCLB Rehab Program Extension Request Form given at the beginning of the project.
c. The extension will be granted for a maximum of 90 calendar days.
d. The granting of an initial extension period does not obligate the WCLB to grant additional extensions.

7.13 Tier I Rehabber Threshold.

Any Tier I rehabber may make no more than three (3) offers on any newly acquired rehab houses. The maximum number of houses a Tier I may be rehabbing at any given time is six (6). If a Tier I rehabber has 6 open rehabs and submits an offer for new houses, their offer will not be accepted. A Tier 1 rehabber may make the proper number of offers that could reach this threshold.

Section 8. Option Agreements

8.1 Site Control: Options and Property Reservations.

The WCLB recognizes that developers often require legally recognizable site control as part of the development process. The WCLB may execute property option agreements to allow developers to pursue financing and other approvals necessary for development.

Agreements for this purpose must meet the following conditions:

a. The applicant must be a Qualified Applicant, which has the same requirements as in Section 7.3.
b. The Option Agreement must be executed by the applicant within forty-five (45) days of approval by the WCLB Board of Trustees.
c. For each proposed project, the WCLB will allow one (1) year for that agreement, which begins on the date of approval by the WCLB Board of Trustees and may renew the agreement for up to two (2) years at the Land Bank Manager's discretion. Any further extensions must be approved by the WCLB Board of Trustees.
d. The applicant may not occupy or use the property unless approved in writing by the WCLB.
e. A fee will be due upon execution and an additional fee will be imposed for extension of the agreement or contract. This fee is non-refundable.

f. A first-time applicant will be charged an additional fee which will be held in escrow during the term of the Option Agreement and will be refunded upon disposition of the property.

g. The WCLB will require the requestor to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code and the sidewalk space must be maintained including snow removal.

h. The WCLB shall provide written notice of its intent to terminate the agreement to the applicant within thirty (30) days of said termination.

i. Applicants seeking to acquire property from the WCLB shall make every effort to consult with the neighborhood association(s) and neighborhood group(s) operating in the geographical area of the property.

~~h.~~j. Applicants must do their due diligence to become aware of whether or not there are existing homeowners associations with declarations and restrictions that are applicable to the property for which they have applied.

Option Agreements will be issued only for those projects which the WCLB deems feasible and which the WCLB can recommend for approval by WCLB Board of Trustees after the developer secures the necessary entitlements, financing, tenants and/or approvals.

All WCLB Option Agreements must be approved by the WCLB Board of Trustees.

All applicants are encouraged to utilize local, minority and women owned businesses as contractors.

8.2 Disposition.

Upon the applicant providing proof of funding for their proposed development and acquisition of all required ~~permits and~~ land entitlements and permits, the WCLB shall convey the property.

Section 9. WCLB Garden Program

9.1 Community Gardens and Community-Managed Open Spaces.

The WCLB recognizes that community gardens encourage the productive use of vacant land, provide spaces for community building, socialization, educational, recreation and food production activities. The WCLB will support existing and established gardens that have the capacity to sustain and maintain the land to ensure its viability.

A community garden is defined as one or more properties managed and maintained by a group of individuals to grow and harvest food or non-food items (such as flowers) for personal or group consumption, for donation, or for sale that is incidental in nature (i.e. not an Urban Farm). A community garden area may be divided into separate garden plots or orchard areas for cultivation by one or more individuals or may be farmed collectively by members of the group. A community garden may include common areas (such as hand tool storage sheds) maintained and used by the group. Community gardens may be used for recreational purposes, and improvements to facilitate such purposes may be allowed on a case-by-case basis upon review by the Land Bank Manager and with community support. Community-managed open spaces are spaces available to the public and may be used for recreational purposes or passive activities. All necessary entitlements must still be obtained in accordance with the Unified Government Code of Ordinances as well as the ordinances for the Cities of Bonner Springs and Edwardsville.

Gardens and Open Space requests must demonstrate how their project supports the public priorities of:

a. Eliminating blight; and/or
b. Fostering neighborhood cohesion and a sense of community.

Upon approval by the WCLB Board of Trustees, the property shall be conveyed to the applicant by deed with restrictions requiring the adherence of the criteria contained in Section 9.2. An applicant shall be given an option agreement as needed for any requisite permits or land entitlements to be obtained. If an option agreement is required, at the end of one year, either the agreement will be extended, or the property will be conveyed by deed with restrictions as set forth above if all guidelines have been met. If an extension of the option agreement is required, the procedure for an extension set out in Section 8.1 (c) above shall be followed.

The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use. Users are encouraged to reference federal and state requirements for contaminants in the soil before growing or consuming produce grown on site.

9.2 Requirements for Community Gardens.

All WCLB property approved for a community garden must adhere to the following criteria:

a. Entity must work with the WCLB and Staff Advisory Team ~~of the Unified Government~~ to determine where the garden will be located within the boundaries of a neighborhood;

b. Entity must provide a site plan;
c. Entity must provide a maintenance and use plan which demonstrates its obligation to maintain the lot in a clean, safe, secure and sanitary condition, free of weeds, trash, debris, garbage, and vermin and rats;
d. Entity must comply with all existing codes and rules regarding vacant lots;
e. Entity must obtain and pay for any and all permits and approvals required by the Unified Government or City'sall relevant agencies to construct or operate the site;
f. Lot cannot be used to park, keep or store any motor vehicle, trailer, or boat at any time;
g. Entity must comply with all State and/or local laws, codes or ordinances;
h. Entity must maintain the area within the public right-of-way, including both snow removal and removal of trash and debris to allow for passable sidewalks;
i. Entity must agree not to grow any plants regulated or prohibited by federal laws on the lot; and
j. Entities must agree to use the property at their own risk and accept the property "as-is".; and
k. Report on the performance of the community garden, including: any code violations, how close they are to other gardens and overall contribution to the wellbeing of the neighborhood.

9.3 Personal Garden.
An application for a personal garden shall be treated in the same manner as an application for a yard extension.

9.4 3 Urban Farm.
An urban farm is the cultivation of land for the purpose of income creation related to urban agriculture.

An applicant for a parcel(s) to be used as an urban farm must provide proof of relevant education, certification or comparable relevant experience that proves they have the ability to operate and maintain a successful urban farm. Applicants must meet all the requirements of a Community Garden listed in Section 9.2 above. Upon approval by the Land Bank Board of Trustees, the property shall be conveyed to the applicant by deed with restrictions requiring the adherence of the criteria contained in Section 9.2. An applicant shall be given an option agreement as needed for any requisite permits or land entitlements to be obtained. If an option agreement is required, at the end of one year, either the agreement will be extended, or the property will be conveyed if all guidelines have been met. If an extension of the option agreement is required, the procedure for an extension set out in Section 8.1 (c) above shall be followed.

WYANDOTTE COUNTY LAND BANK

WCLB

LET'S TALK

Land Bank

Monday December 9th

- Groundworks Recommendations

RECOMMENDATIONS MADE IN RESPONSE TO GROUNDWORKS PRESENTATIONS

- Make every effort to abide by the Northeast Area Master Plan **(1.2 e)**
- Adding a representative from the Kansas City, Kansas Police Department **(2.3)**
- Land Bank Manager to contact all neighborhood groups and Livable Neighborhoods **(2.7 b)**
- Land Bank Manager to provide contact information **(2.7 b)**
- Land Bank Manager to provide an annual update – approved options, completed options, canceled options, hold areas **(2.7 i)**

RECOMMENDATIONS MADE IN RESPONSE TO GROUNDWORKS PRESENTATIONS

- Holds – must maintain, provide annual project update **(5.7)**
- Applicants are encouraged to utilize local, Minority and women owned businesses **(8.1)**
- Applicants shall contact neighborhood groups **(8.1 i)**
- Applicants must be aware of any HOA's **(8.1 j)**
- Brownfields information added to Land Bank website