



Unified Government of Wyandotte County and Kansas City, Kansas

Planning & Zoning / 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*

UPDATED AGENDA

Thursday, May 1, 2025

7:00 PM

1. **CALL TO ORDER/ROLL CALL**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **REVISIONS TO MAY 1, 2025 AGENDA**
 - 4.1 **AGENDA UPDATE: ADD ITEM 5.1, ITEM 5.2 PRESENTATIONS AND ITEM 5.4 PROCLAMATION TO MAYOR'S AGENDA, CHANGING ORDER OF ITEMS TO THE MAYOR'S AGENDA, AND MOVE FROM ADMINISTRATOR'S AGENDA TO MAYOR'S AGENDA ITEM 12.2 PRESENTATION.**
Tracking #: 21409
5. **MAYOR'S AGENDA**
 - 5.1 **PRESENTATION: DOTTETALK (ADDED PER AGENDA UPDATE)**
Synopsis: Presentation of the DotteTalks budget snapshot.

For Information Only

Tracking #: 21425

5.2 PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVE FROM ADMINISTRATOR'S AGENDA AND ADDED PER AGENDA UPDATE)

Synopsis: Presentation by ETC Institute to present findings of the 2025 community survey.

For information only.

Tracking #: 21397

5.3 PRESENTATION: DOTTE PROUD RECOGNITION

Synopsis: Mayor's Dotte Proud Initiative to recognize acts of volunteerism by citizens or businesses within Wyandotte County. Commissioner Townsend will honor the Presidents of Active Neighborhood groups in District 1 with Dotte Proud recognition: Elnora Jefferson, Oak Grove Neighborhood Association; Vanessa Robinson, Caring Neighborhood Association; Candie Leonard-Caldwell, Organization for Community Preservation; Marlene Bouray, Neighbors Who Care; Marcia Rupp, Forty Sixers Neighborhood Watch Group; Lou Braswell, Leavenworth Road Association; John Cantwell, Leavenworth Road Association; Deniese Davis, North Welborn; Sandy Ziolo, Black Hawks; and Dorthy McField, Parkwood Colony, Inc.

For Information Only

Tracking #: 21377

5.4 PROCLAMATION: DRINKING WATER WEEK (ADDED PER AGENDA UPDATE)

Synopsis: A Proclamation proclaiming May 4th-10th, 2025 as Drinking Water Week.

Tracking #: 21410

5.5 PROCLAMATION: GLOBAL LOVE DAY

Synopsis: A Proclamation proclaiming May 1, 2025, as Global Love Day.

Tracking #: 21378

5.6 PROCLAMATION: KANSAS CITY KANSAS POLICE DEPARTMENT WEEK

Synopsis: A Proclamation proclaiming May 11 through 17, 2025, as Kansas City, Kansas Police Department Week.

Tracking #: 21396

5.7 COMMUNITY INPUT AND RECOMMENDATIONS

Synopsis: Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building lobby will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for requested participants' guaranteed inclusion to be recognized for comment and participation.

For information only

Tracking #: 21267

6. CLERK'S-STATEMENT

(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any "set-asides" on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)

PLANNING & ZONING COMMISSION

7. PLANNING AND ZONING CONSENT AGENDA

7.1 Change of Zone Application(s)

7.1.1 COZ2024-033 - LYNNE BEAVER

Synopsis: Change of Zone from A-G Agriculture District to R-1 Single Family District for a one (1) lot subdivision at 2951 South 34th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 5 TO 0.

Tracking #: 21344

7.2 Special Use Permit Application(s)

7.2.1 SP2025-004 - ADAM AND LAURA JOHNSON

Synopsis: Special Use Permit to keep animals at 3030 South 63rd Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6 TO 0 FOR FIVE (5) YEARS.

Tracking #: 21351

7.2.2 SP2025-008 - TIM GIEFER WITH KANSAS HEAVY CONSTRUCTION

Synopsis: Renewal of a Special Use Permit for stockpiling and movement of materials for a rock crushing and gravel operation at 7241 Kaw Drive, RECOMMENDED FOR APPROVAL BY A VOTE OF 5 TO 0 FOR ONE (1) YEAR.

Tracking #: 21352

7.2.3 SP2025-010 - SHERRI BAILEY SCOTT

Synopsis: Renewal of a Home Occupation Special Use Permit for a Chiropractic Office at 5331 Miami Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 5 TO 0 FOR ONE (1) YEAR.

Tracking #: 21353

7.2.4 SP2025-012 - CYNTHIA NIELSEN

Synopsis: Special Use Permit for a short-term rental at 3030 North 64th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6 TO 0 FOR ONE (1) YEAR.

Tracking #: 21354

7.2.5 SP2025-013 - PREMIER RE 1801 LLC

Synopsis: Special Use Permit for a 2,300 square foot building expansion on a used automotive dealership to provide vehicle maintenance and repair services (amending SP-2016-54) at 1801 North 100th Terrace, RECOMMENDED FOR APPROVAL BY A VOTE OF 6 TO 0 FOR FIVE (5) YEARS.

Tracking #: 21356

7.2.6 SP2025-015 - BRIAN GLASSER

Synopsis: Special Use Permit for a short-term rental at 616 Elizabeth Avenue, RECOMMENDED FOR APPROVAL BY A VOTE OF 6 TO 0 FOR ONE (1) YEAR.

Tracking #: 21355

7.3 Master Plan Amendment Applications

7.3.1 MPL2025-002 - AUSTIN THOMPSON WITH ATLAS LAND CONSULTING

Synopsis: Master Plan Amendment from Public/Semi-Public to High Density Residential in the Central Area Plan for a school to apartment building conversion at 313 North 10th Street, RECOMMENDED FOR APPROVAL BY A VOTE OF 6 TO 0.

Tracking #: 21357

7.4 Miscellaneous

7.4.1 ORDINANCE: REZONING PROPERTY (COZ2024-034)

Synopsis: AN ORDINANCE rezoning property at 6909 State Avenue (COZ2024-034) from No Zoning to RP-5 Planned Apartment District, RECOMMENDED FOR APPROVAL.

Tracking #: 21361

7.4.2 ORDINANCE: REZONING PROPERTY (COZ2024-042)

Synopsis: AN ORDINANCE rezoning property at 9700 State Avenue (COZ2024-042) from A-G Agriculture District to CP-2 Planned General Business District, RECOMMENDED FOR APPROVAL.

Tracking #: 21362

7.4.3 ORDINANCE: REZONING PROPERTY (COZ2025-003)

Synopsis: AN ORDINANCE rezoning property at 2506 West 43rd Avenue (COZ2025-003) from R-1(B) Single Family District to R-2(B) Two Family District, RECOMMENDED FOR APPROVAL.

Tracking #: 21365

7.4.4 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2024-113)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2024-113) for continuation of a short-term rental at 4211 South Thompson Street, RECOMMENDED FOR APPROVAL.

Tracking #: 21363

7.4.5 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2024-114)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2024-114) for continuation of a short-term rental at 508 Ohio Avenue, RECOMMENDED FOR APPROVAL.

Tracking #: 21364

7.4.6 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2024-115)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2024-115) for continuation of an automotive body shop at 3151 Fiberglass Road, RECOMMENDED FOR APPROVAL.

Tracking #: 21366

7.4.7 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2025-005)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2025-005) for continuation of a short-term rental at 2311 North 104th Terrace, RECOMMENDED FOR APPROVAL.

Tracking #: 21367

7.4.8 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2025-007)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2025-007) for operation of a short-term rental at 2506 West 43rd Avenue, RECOMMENDED FOR APPROVAL.

Tracking #: 21368

7.4.9 ORDINANCE: AUTHORIZING A SPECIAL USE PERMIT (SP2025-016)

Synopsis: AN ORDINANCE authorizing a Special Use Permit (SP2025-016) for operation of an 18-unit hotel at 4325 Rainbow Boulevard, RECOMMENDED FOR APPROVAL.

Tracking #: 21369

7.4.10 ORDINANCE: VACATING PROPERTY (VAC2025-001)

Synopsis: AN ORDINANCE vacating property (VAC2025-001) at 4555 North 97th Street, RECOMMENDED FOR APPROVAL.

Tracking #: 21370

8. PLANNING AND ZONING NON-CONSENT AGENDA

8.1 Special Use Permit Application(s)

8.1.1 SP2024-057 - BRAD WILLITS WITH DYNASTY HOLDINGS

Synopsis: Special Use Permit (SP-2016-30, expired 07/02/2024) for continuation of a volleyball training facility at 7120 Gibbs Road, **RECOMMENDED FOR APPROVAL BY A VOTE OF 7 TO 1 FOR TWO (2) YEARS.**

Tracking #: 21346

8.2.2 SP2025-003 – HENRY CALHOUN

Synopsis: Home Occupation Special Use Permit to operate a landscaping business at 11525 Parkview Avenue, **RECOMMENDED FOR APPROVAL BY A VOTE OF 7 TO 1 FOR TWO YEARS.**

Tracking #: 21347

REGULAR COMMISSION

9. REGULAR CONSENT AGENDA

9.1 RESOLUTION: FISCAL YEAR 2026-2027 KANSAS DEPARTMENT OF CORRECTIONS JUVENILE EVIDENCE-BASED PROGRAM

Synopsis: Approval of a resolution to apply for and accept a grant award for the FY26-27 Kansas Department of Corrections Juvenile Evidence Based Programs Grant. Grant funds cover a two-year period in the total amount of \$1,689,762.40 with no matching funds required.

*On April 21, 2025, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 21277

9.2 RESOLUTION: SOLID WASTE MANAGEMENT PLAN ANNUAL REVIEW

Synopsis: Approval of a resolution in support of the Unified Government Solid Waste Management Annual Plan update in accordance with Kansas Department of Health and Environment regulation.

*On April 21, 2025, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 21260

9.3 RESOLUTION: FEMA HAZARD MITIGATION ASSISTANCE PROGRAM GRANT APPLICATION

Synopsis: A resolution authorizing the Unified Government to apply for a grant from the FEMA Hazard Mitigation Assistance Program. No matching funds required.

*On April 21, 2025, the **Public Works and Safety Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 21282

9.4 APPOINTMENT: BOARDS AND COMMISSIONS

Synopsis: **UG Park Board:** Appointment of Andrea Generaux, 5/1/25 to 12/15/27, submitted by Commissioner Bynum.

Landmarks Commission: Appointment of William Hutton, 5/1/25 to 12/15/25, submitted by Commissioner Burroughs.

Tracking #: 21379

9.5 PLAT: MT. CARMEL CIRCLE

Synopsis: Plat of MT. Carmel Circle plat, located at N. Valley Street and Troup Avenue, and being developed by MT. Carmel Redevelopment.

Tracking #: 21380

9.6 PLAT: PREMIER FARMS

Synopsis: Plat of Premier Farms plat, located at Kansas Highway 5 and 107th Street (Sam Clark Lane), and being developed by Brent A. Doane.

Tracking #: 21381

9.7 MINUTES

Synopsis: Minutes from the Regular Session meeting on November 30, 2023, and from the Special Session meeting on March 27, 2025, and April 3, 2025.

Tracking #: MINUTES

9.8 WEEKLY BUSINESS

Synopsis: Weekly business materials dated April 3, 10 and 17, 2025.

Tracking #: WEEKLY BUSINESS

10. PUBLIC HEARING AGENDA

11. STANDING COMMITTEES' AGENDA

11.1 RESOLUTION: APPROVAL OF OPTION/PURCHASE FOR QUINDARO PLANT SITE

Synopsis: Approval of a resolution approving an option purchase agreement for the Quindaro Plant Site.

This item was scheduled to appear before the Economic Development & Finance Committee, chaired by Commissioner Burroughs, on April 28, 2025. It was requested, and approved unanimously by the committee, to fast track this item to the April 24, 2025, Board of Commissioners meeting.

Tracking #: 21287

12. ADMINISTRATOR'S AGENDA

5.2 PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVE FROM ADMINISTRATOR'S AGENDA AND ADDED TO MAYOR'S AGENDA PER AGENDA UPDATE)

13. COMMISSIONERS' AGENDA

14. PUBLIC ANNOUNCEMENTS

15. 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 Office of the Clerk by emailing or calling UGclerkrequest@wycokck.org or 913-573-5260 at least 48 hours in advance of the meeting.

Persons may address the Commission during the time set aside for Public Comment on each item scheduled or at any time by suspension of the rules. All persons must address the commission and state their name and address for the record. Comments shall be limited to three (3) minutes for each participant. Disruptive comments and behavior are not permitted and may result in removal from the meeting.

Some commissioners, staff, and the public may attend remotely via Zoom or by phone. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, all speakers are asked to please announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

El Gobierno Unificado del Condado de Wyandotte y Kansas City, Kansas, proporcionará ayudas y servicios auxiliares necesarios y razonables, como traductores de ASL, copias legibles por máquina de los materiales de la reunión o interpretación de idiomas en el lugar. Las personas que requieran ayuda o servicios auxiliares deben comunicarse con la Oficina del Secretario del Gobierno Unificado enviando un correo electrónico o llamando al UGclerkrequest@wycokck.org o al 913-573-5260 al menos 48 horas antes de la reunión.

Join from PC, Mac, iPad, or Android:
<https://wycokck.zoom.us/j/82683547747>
Webinar ID: 826 8354 7747

Phone one-tap:

+13462487799,85339542904# US (Houston)

+16694449171,85339542904# US

Join via audio:

+1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 507 473 4847 US, +1 564 217 2000 US, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US 888 475 4499 US (Toll Free) 877 853 5257 US (Toll Free)

International numbers available: <https://wycokck.zoom.us/j/k8NYSQTW>

Cell phones may mute and unmute by dialing *6.

Raise and lower your hand to be acknowledged by dialing *9.

To raise your digital hand from your PC or Mac, click the button labeled “Raise Hand” at the bottom of the window on the right side of the screen.

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, MAY 1, 2025**

ADDING ITEM

5. MAYOR'S AGENDA

Item No. 5.1 – PRESENTATION: DOTTETALK

Synopsis: Synopsis: Presentation of the DotteTalks budget snapshot.

For Information Only

Tracking #:21425

Item No. 5.4 – PROCLAMATION:DRINKING WATER WEEK

Synopsis: A Proclamation proclaiming May 4th-10th, 2025 as Drinking Water Week

Tracking #: 21410

MOVE ITEM

12. ADMINISTRATOR'S AGENDA

Item No. 12.1 – PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVED FROM ADMINISTRATOR'S AGENDA AND ADDED TO MAYOR'S AGENDA)

CHANGE IN ORDER OF AGENDA ITEMS

5. MAYOR'S AGENDA

Item No. 5.1 – PRESENTATION: DOTTETALK

Synopsis: Synopsis: Presentation of the DotteTalks budget snapshot.

For Information Only

Tracking #:

Item No. 5.2 – PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVED FROM ADMINISTRATOR'S AGENDA AND ADDED PER AGENDA UPDATE)

Synopsis: Presentation by ETC Institute to present findings of the 2025 community survey **Tracking #: 21397**

Item No. 3 – PRESENTATION: DOTTE PROUD RECOGNITION

Synopsis: Mayor’s Dotte Proud Initiative to recognize acts of volunteerism by citizens or businesses within Wyandotte County. Commissioner Townsend will honor the Presidents of Active Neighborhood groups in District 1 with Dotte Proud recognition: Elnora Jefferson, Oak Grove Neighborhood Association; Vanessa Robinson, Caring Neighborhood Association; Candie Leonard-Caldwell, Organization for Community Preservation; Marlene Bouray, Neighbors Who Care; Marcia Rupp, Forty Sixers Neighborhood Watch Group; Lou Braswell, Leavenworth Road Association; John Cantwell, Leavenworth Road Association; Deniese Davis, North Welborn; Sandy Ziolo, Black Hawks; and Dorothy McField, Parkwood Colony, Inc.

For Information Only

Tracking #: 21377

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Tracking #: 21410

Item No. 5.5 – PROCLAMATION: GLOBAL LOVE DAY

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Synopsis: Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government’s span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building lobby will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk’s Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for requested participants' guaranteed inclusion to be recognized for comment and participation.

For information only

Tracking #: 21267



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Reginald Lindsey, Director rlindsey@wycokck.org x5292	Budget
AGENDA ITEM #5.1.		
PRESENTATION: DOTTETALK (ADDED PER AGENDA UPDATE)		
BACKGROUND		
Presentation of the DotteTalks budget snapshot.		
<i>For Information Only</i>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
DotteTalk Presentation_2025 pared down for Full Commission-May 1		

Approved by Administrator to add to agenda.

DotteTalks

A community-wide conversation about our budget

With your input, the Unified Government seeks to balance our budget, reduce our PILOT, and make changes to support a thriving community.

Welcome.



DotteTalks

A community-wide conversation about our budget

With your input, the Unified Government seeks to balance our budget, reduce our PILOT, and make changes to support a thriving community.

Welcome.



Commission Priorities



PRIORITY 1
**UPHOLD FISCAL
SUSTAINABILITY**



PRIORITY 2
**FOSTER ECONOMIC
DEVELOPMENT**



PRIORITY 3
**FOCUS ON SERVICE &
COMMUNICATION**

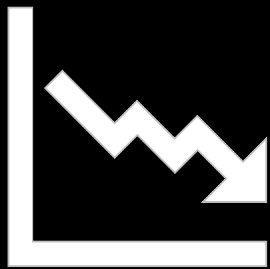


PRIORITY 4
**IMPROVE
INFRASTRUCTURE**

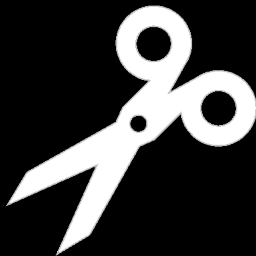
Looking back...
Recent Developments and Accomplishments



PRIORITY 1
UPHOLD FISCAL
SUSTAINABILITY



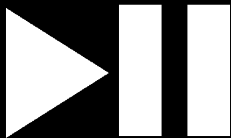
1% Decrease to
residential BPU
PILOT



9.876 UG mill
levy drop



Balanced the
Budget



Debt Reset



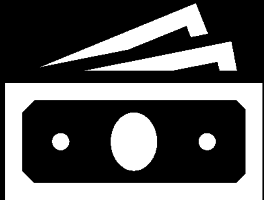
Looking back...
Recent Developments and Accomplishments



PRIORITY 2
FOSTER ECONOMIC
DEVELOPMENT



57% Increase in
Transit Ridership



24% Growth in
Median
Household
Income



4% Decrease in
Unemployment
Rate



> 1,000 Increase
in number of
jobs



Retail sales up
by > \$1B

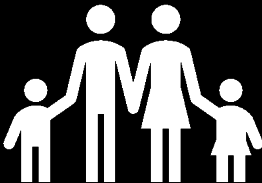
Looking back...
Recent Developments and Accomplishments



PRIORITY 3
FOCUS ON SERVICE &
COMMUNICATION



266K calls taken



7% increase in overall
satisfaction with
communication with the
public



UGTV
government
Channel



Expanded Utility &
Tax Rebate programs

Looking back...
Recent Developments and Accomplishments



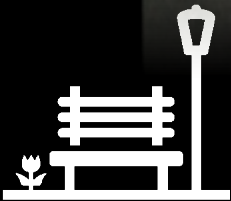
PRIORITY 4
IMPROVE
INFRASTRUCTURE



39,106 potholes
patched



443 Lane miles
resurfaced



30 bus shelters
built



\$8.9M invested
in parks



80 Major
emergency
home repairs

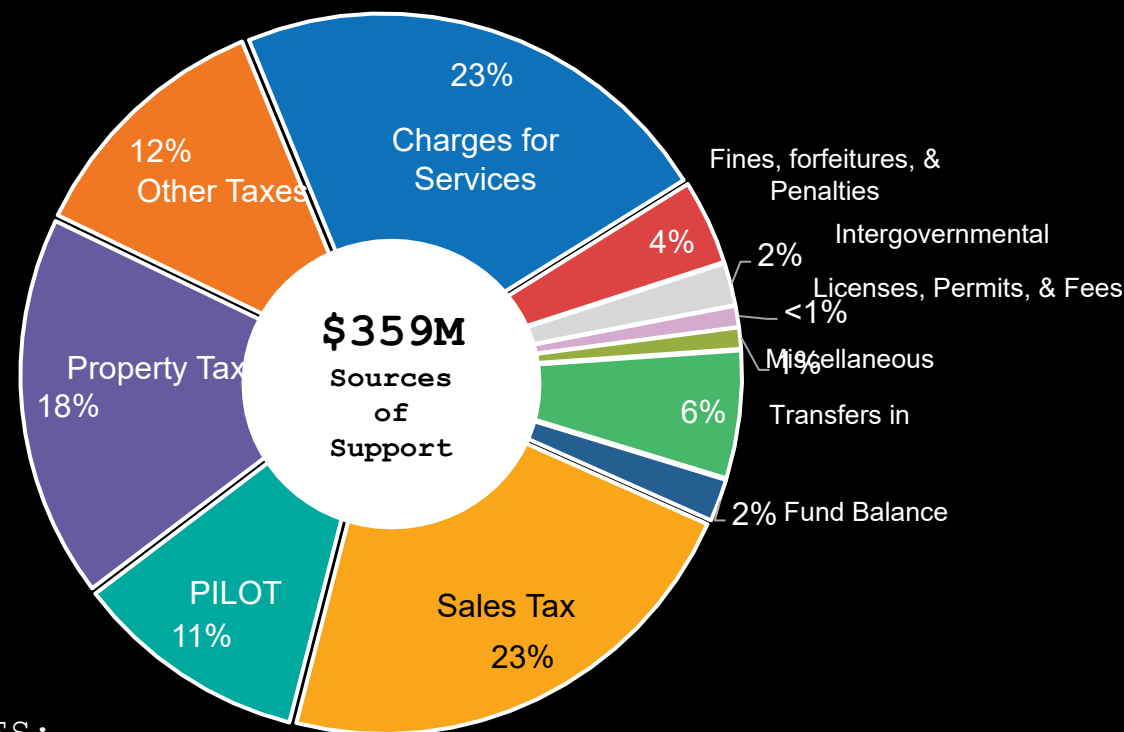
Budget Snapshot

Addressing Fiscal Sustainability and Efficiency for Our Future



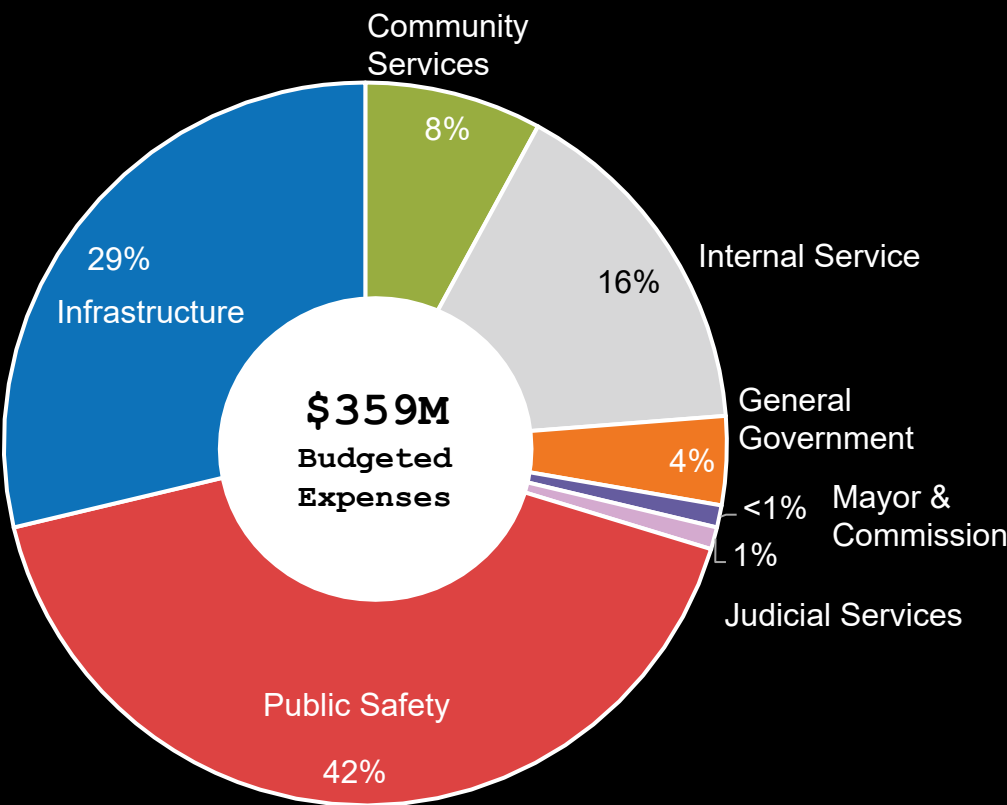
2025 Budget

Kansas City, KS



MAJOR REVENUES:

Sales & Use Tax | \$74M
Property Tax Ad Valorem | \$63M
Payments in Lieu of Taxes (PILOT) | \$37M
(Electric \$30M | Water \$7M)
Charges For Services WPC & Sanitation | \$55M

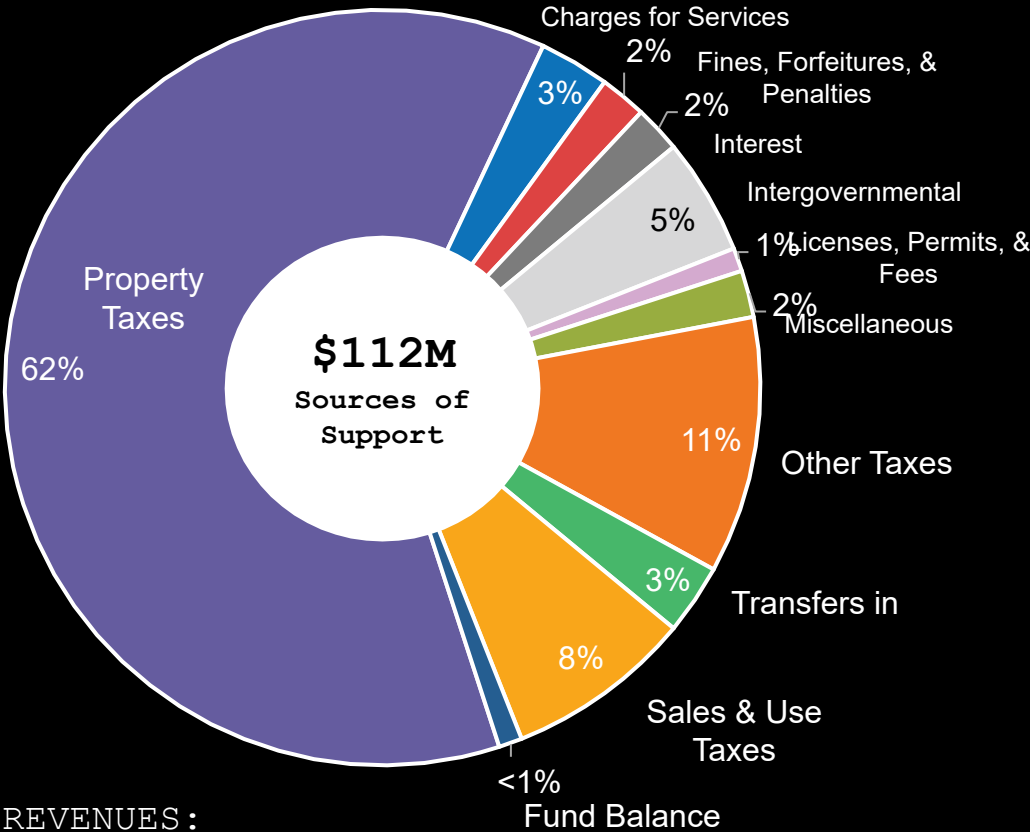


MAJOR EXPENSES:

Internal Service Debt | \$48M
Public Safety Personnel | \$125M
Infrastructure Personnel | \$27M
Infrastructure Capital | \$23M

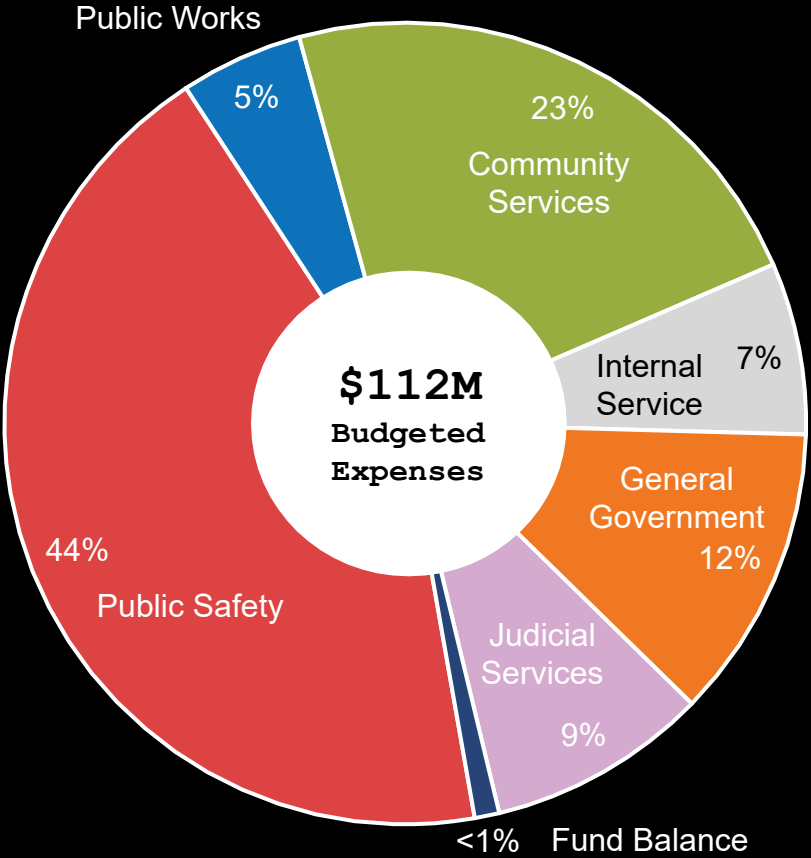
2025 Budget

Wyandotte County



MAJOR REVENUES:

- Sales Tax: County and Use Tax | \$8M
- Property Tax Ad Valorem | \$69M
- Other Tax Motor Vehicle | \$6M

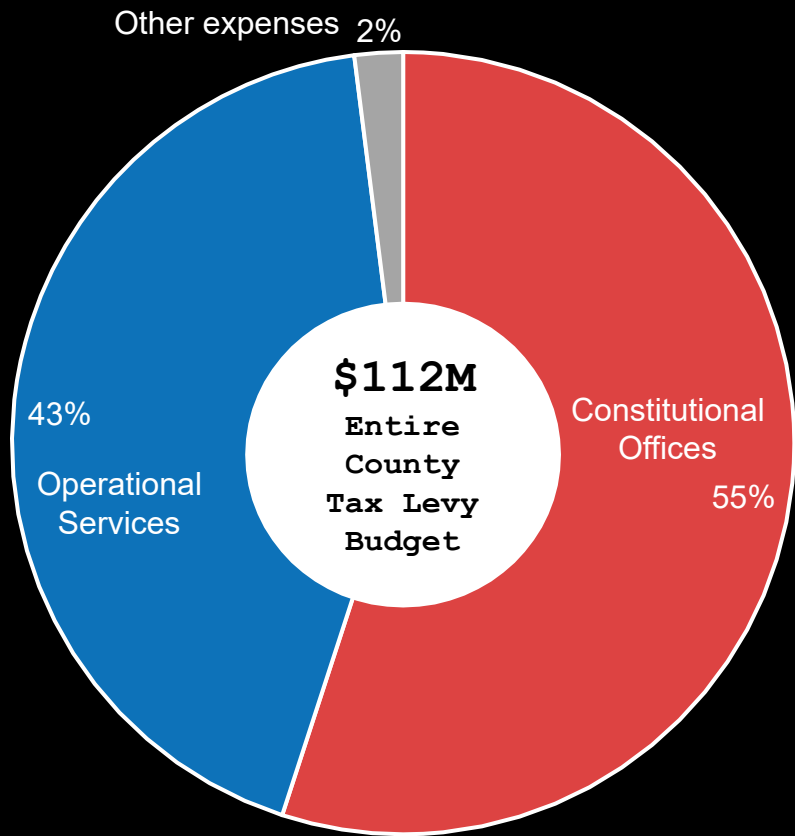


MAJOR EXPENSES:

- Public Safety Personnel | \$42M
- Community Services Personnel | \$13M
- General Government Personnel | \$11M

Constitutional Offices

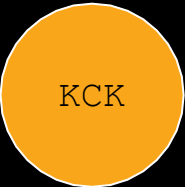
2025 County Tax Levy Budget \$61M



Constitutional	61,263,178	100%
Sheriff	44,248,790	72%
District Attorney	7,784,248	13%
Appraiser	3,177,440	5%
District Courts	2,813,151	5%
Election	1,738,945	3%
Register of Deeds	869,435	1%
Legislative Auditor	258,289	<1%
Commissioners	206,418	<1%
Office of the Mayor/CEO	166,462	<1%



KCK
Residents
Only



Varies
By
Location



All
Wyandotte
Property
Owners



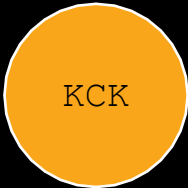
What's On Your Tax Bill?



Tax Bill
Sent
by UG to
Taxpayers



Taxpayers
Pay Tax
Bills to UG



Buildings/Facilities
Community Programs
Economic Development
Fire Department
Municipal Court
Neighborhood Resource Center

Parks & Recreation
Planning
Police Department
Solid Waste (Trash)
Street Maintenance
Traffic Engineering
Transit



9-1-1 Dispatch
Area Agency on Aging
Courts
District Attorney
Elections
Emergency Management

Jail Operations
Public Health
Parks & Recreation
Register of Deeds
Sheriff's Office
Transit

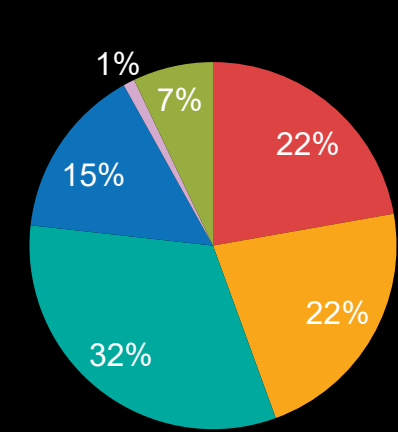


UG distributes
taxes to
schools, state,
libraries and
the community
college.

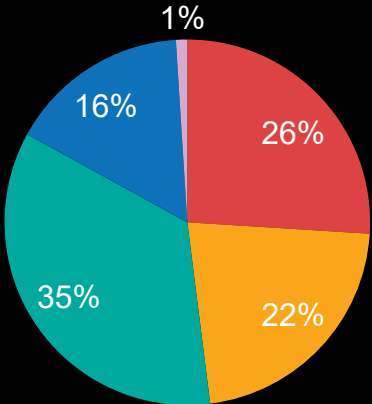


Where do my property taxes go?

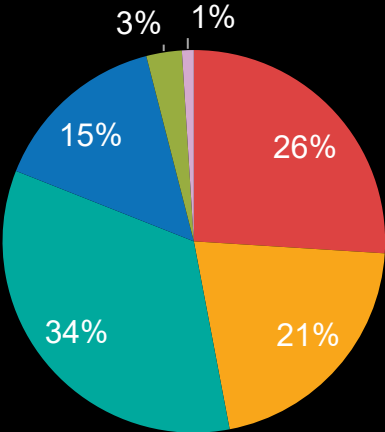
- City
- Wyandotte County
- School District
- KCKCC
- Library
- State



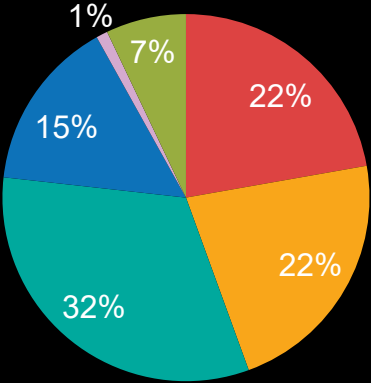
Kansas City, KS | USD 500



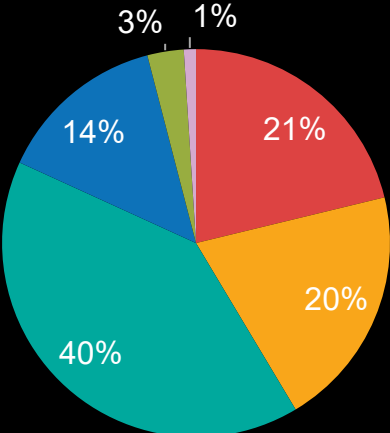
Bonner Springs | USD 204



Edwardsville | USD 204



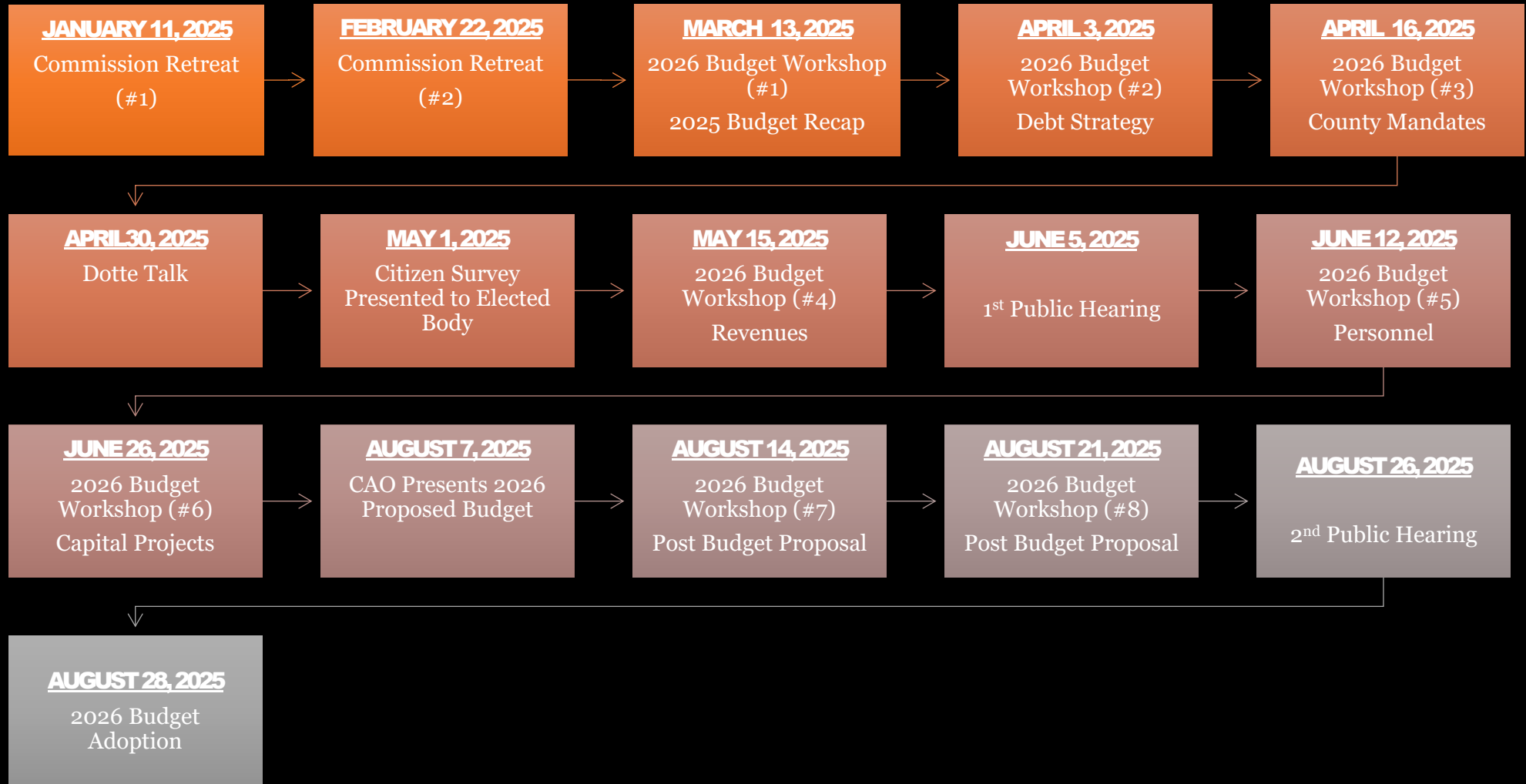
Turner | USD 202



Piper | USD 203



What's Next: 2026 Budget Calendar



Full Commission:

2026 Proposed Budget Community Input

Thursday, June 5th, 2025

7:00 PM



Commission Chambers, Municipal Building

701 N 7th St. Kansas City, KS, 66101



UGTV / Zoom



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Report to
Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Research
AGENDA ITEM #5.2.		
PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVE FROM ADMINISTRATOR'S AGENDA AND ADDED PER AGENDA UPDATE)		
BACKGROUND		
Presentation by ETC Institute to present findings of the 2025 community survey.		
<i>For information only</i>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
UG 2025 Presentation (UPDATE - 042925) FINAL 050125 Meeting		

Approved by Administrator to add to agenda.

2025 Unified Government Community Survey Findings

Presented by ETC Institute

May 2025

Who We Are

ETC Institute is the Nation's leading provider of market research for local governments

Since 2012, ETC Institute has surveyed more than 160,000 people in more than 1,200 communities around the world

Our Mission

For more than 40 years, our mission has been to help local governments gather and use survey data to make better decisions

Our Goal

To provide an objective assessment that community leaders can depend on to make data-driven decisions to improve the lives of residents





Agenda

01. Overview
02. Demographics
03. Perceptions
04. Opportunities
05. Additional Findings
06. Summary
07. Questions

2025 Survey Overview

Purpose

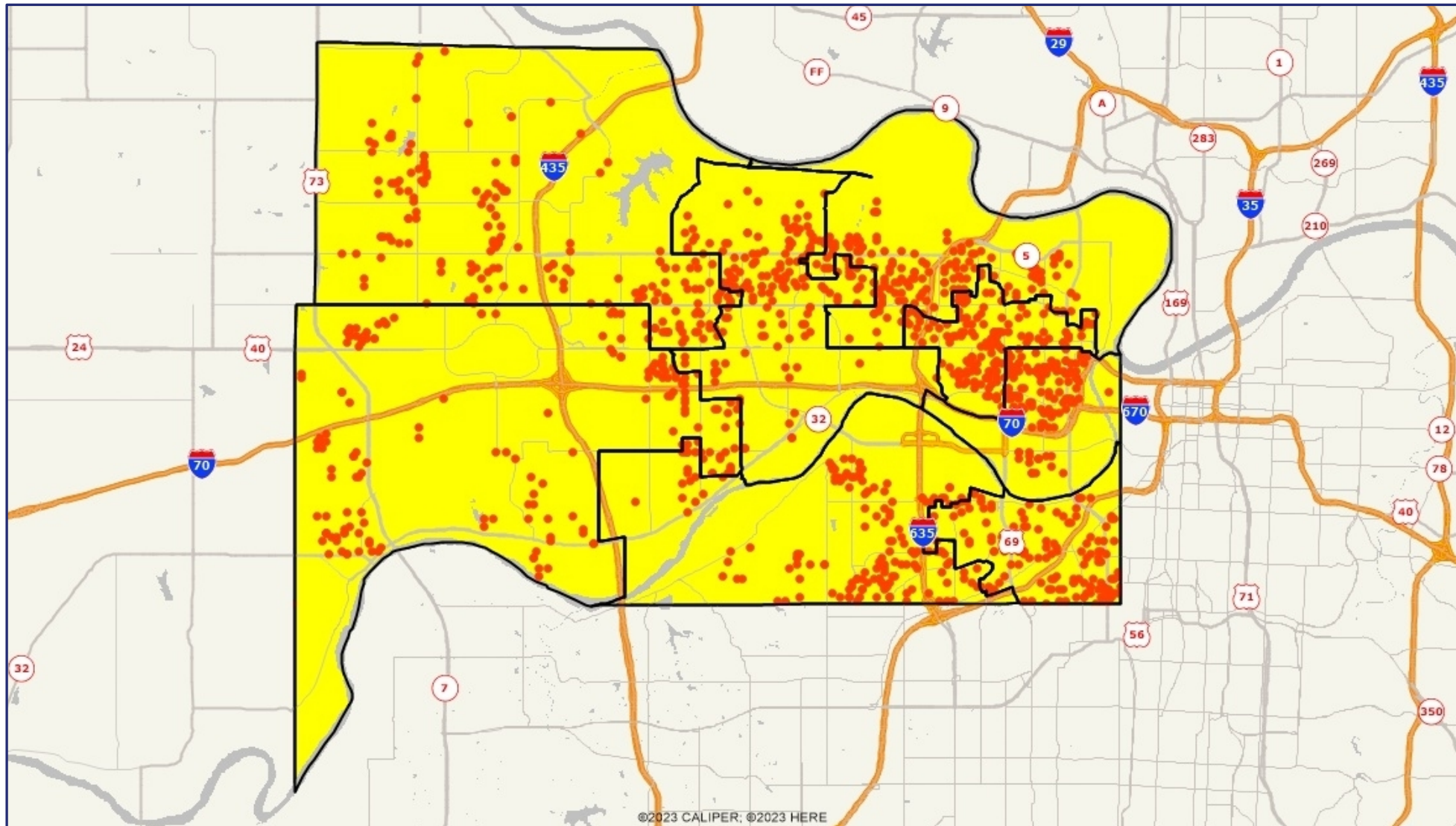
- To help the UG of Wyandotte County/Kansas City, Kansas plan for the future
- To objectively assess satisfaction with the delivery of services and programs
- To gather input from residents to help County leaders set priorities
- To track the County's performance against other communities

Methodology

- Administered by mail, phone, and online with follow-ups by text, email, and social media to the random sample of residential addresses in Wyandotte County tracked by Commission District to ensure at least 150 surveys per District
- Sample designed to ensure results are statistically valid and representative
- 1,260 completed surveys were collected, MOE: +/-2.8 at 95% level of confidence
 - City Survey: 631, MOE: +/-3.9 at 95% level of confidence
 - County Survey: 629, MOE: +/-3.9 at 95% level of confidence

Location of Survey Respondents

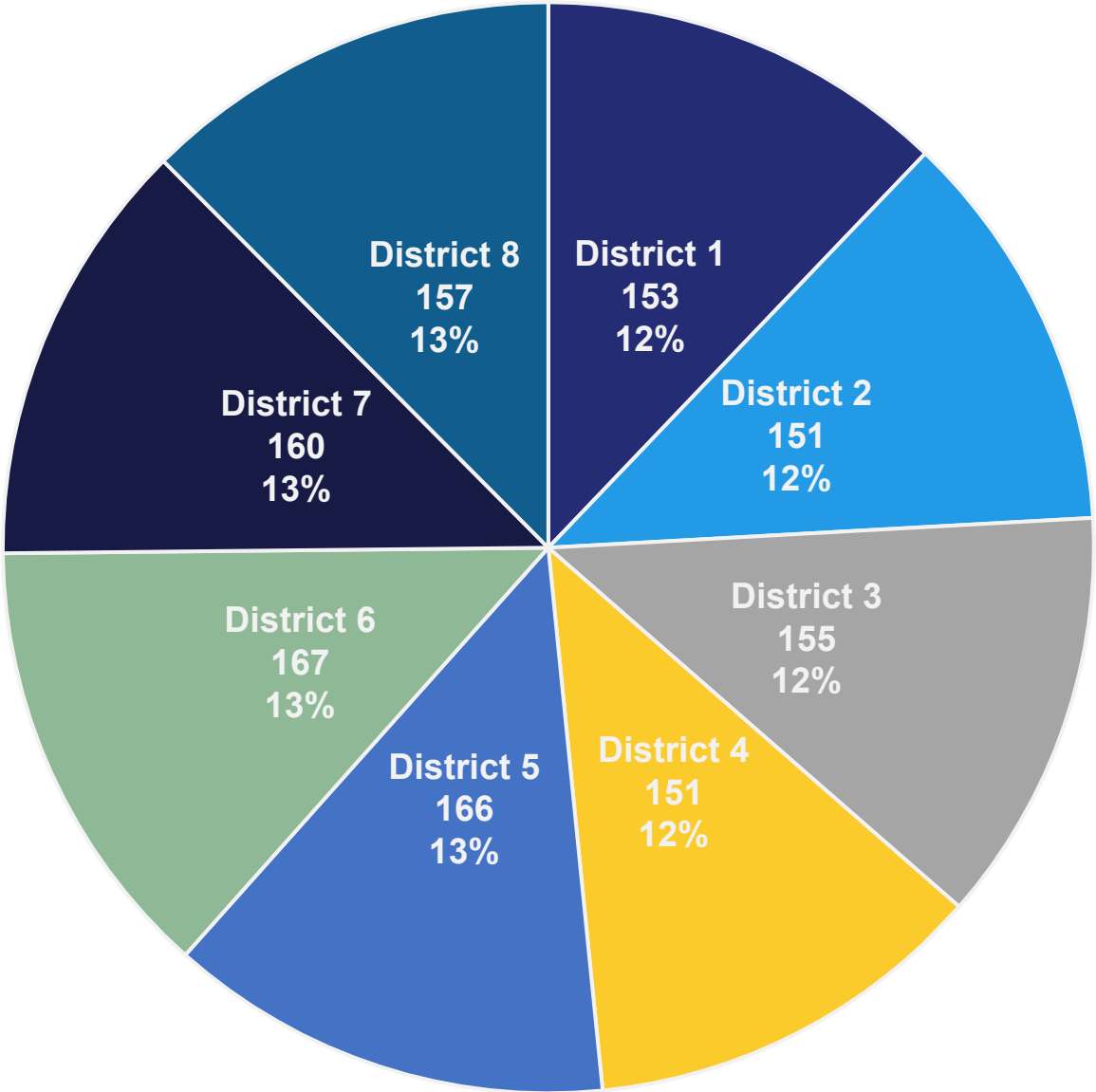
(Boundaries by Commission District)



Commission District Representation

A goal of 150 total surveys within each Commission District was set to ensure the equal distribution of responses (75 from UG-Specific Survey and 75 from KCK-Specific Survey)

Responses by District



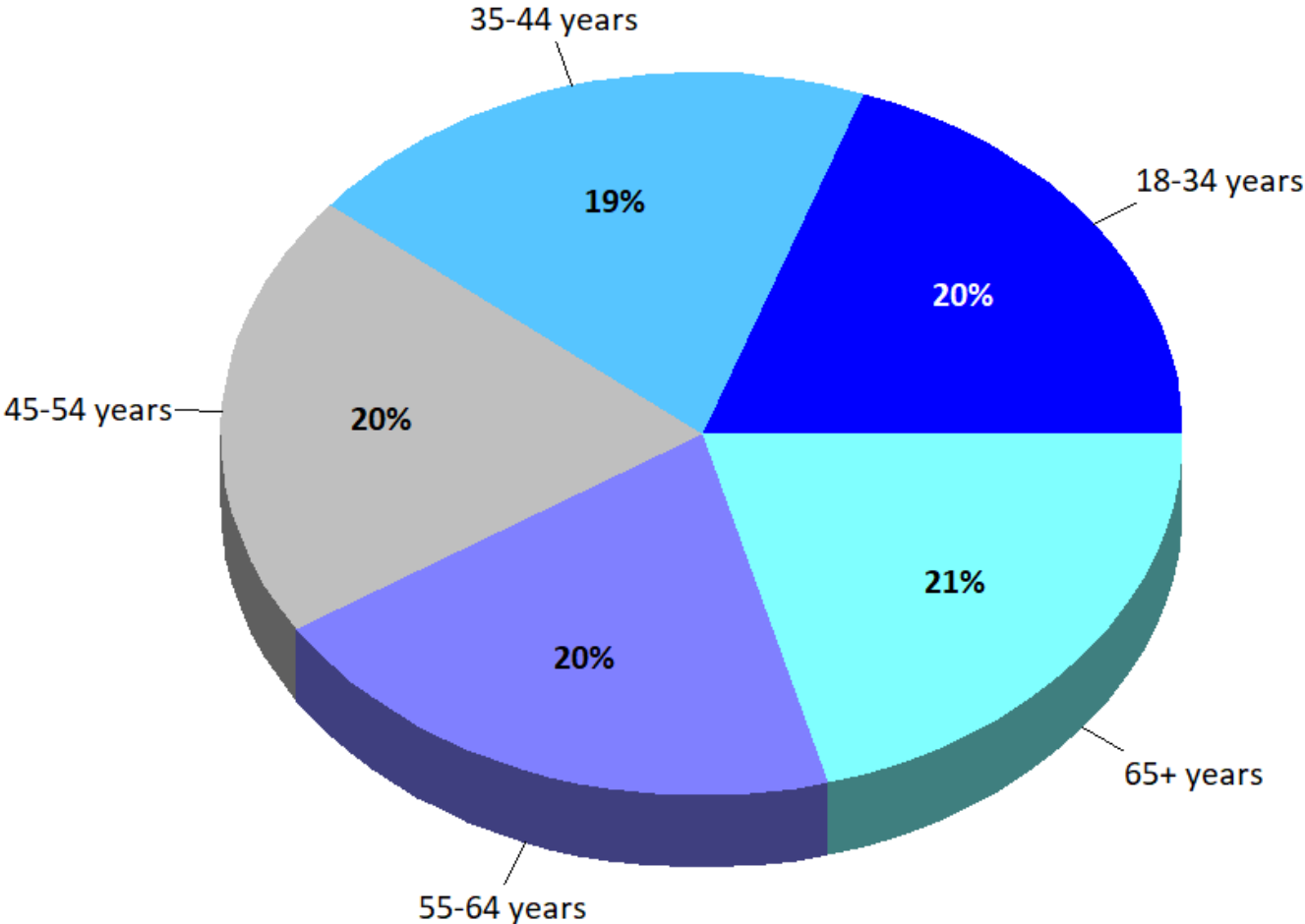
Age of Respondent

Good representation by age of the respondents

Q4. Age of Respondent

by percentage of respondents (excluding "not provided")

Combined County and City Responses



Ages of Household Members

Good representation by ages of household members compared to Census

All values are well within the margin of error for both surveys

Q5. Household Age Composition (Combined County and City Responses)			
Category	2025 Survey	US Census	Difference
Under age 5	6.2%	7.0%	0.8%
Ages 5-9	5.0%	6.9%	1.9%
Ages 10-14	6.4%	8.1%	1.7%
Ages 15-19	6.6%	7.3%	0.7%
Ages 20-24	5.6%	7.4%	1.8%
Ages 25-34	14.3%	13.6%	0.7%
Ages 35-44	14.0%	13.0%	1.0%
Ages 45-54	14.1%	11.8%	2.3%
Ages 55-64	13.5%	10.3%	3.2%
Ages 65-74	8.2%	9.2%	1.0%
Ages 75+	6.0%	5.4%	0.6%

Race and Ethnicity Factors

Good representation by race and ethnicity factors compared to US Census

All values are well within the margin of error for both surveys

Responses add up to more than 100% because respondents could make multiple selections

Q7 and Q8. Race and Ethnicity Factors			
Category	2025 Survey	US Census	Difference
White or Caucasian	66.6%	67.9%	1.3%
Hispanic or Latino Ancestry	34.5%	34.3%	0.2%
Black or African American	21.1%	21.2%	0.1%
Asian or Asian Indian	5.3%	5.5%	0.2%
American Indian or Alaska Native	1.6%	1.5%	0.1%
Native Hawaiian or other Pacific Islander	0.6%	0.4%	0.2%
Other	4.4%	-	-

What to Know

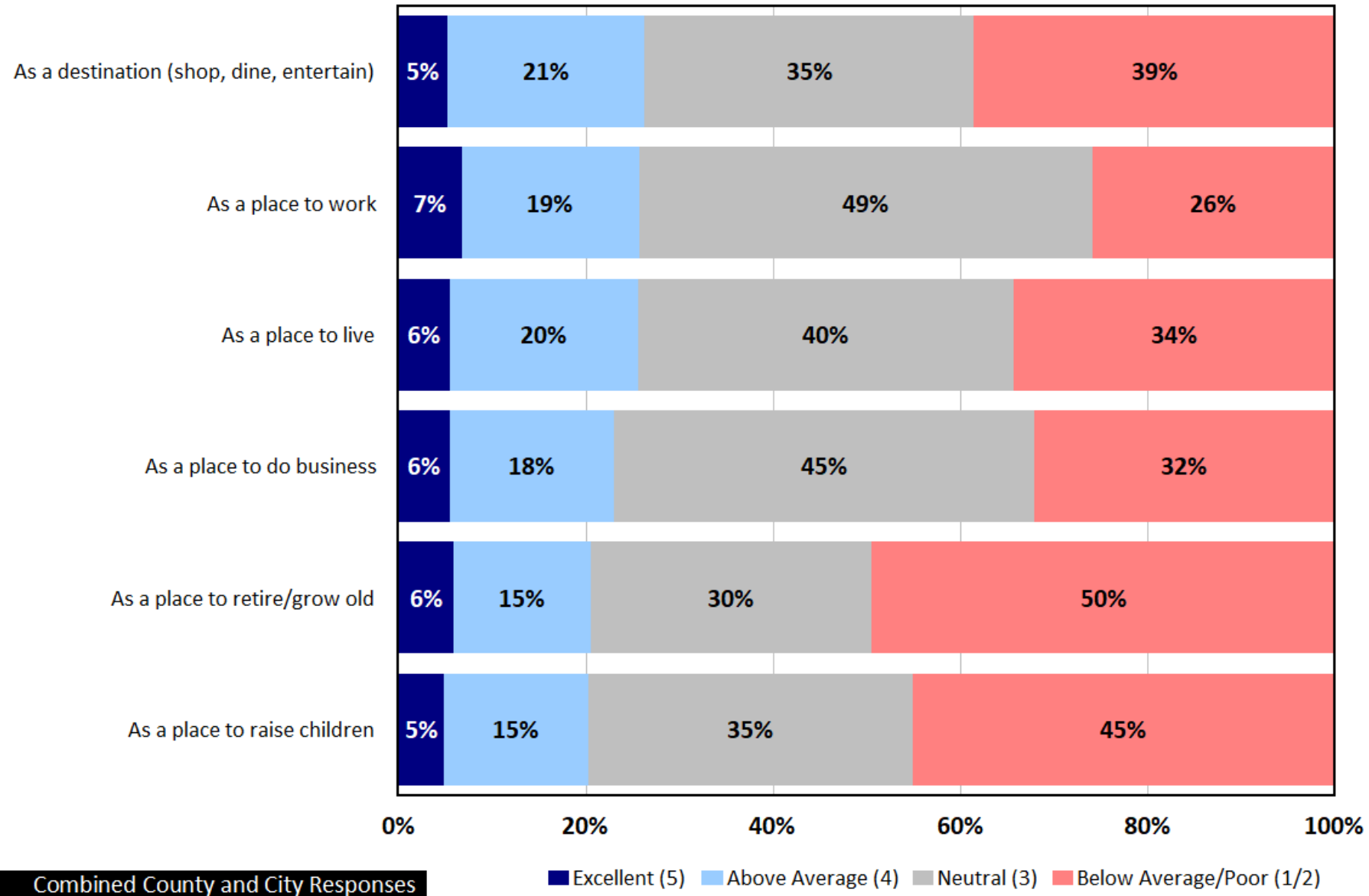
- **Overall results are consistent with past results**
 - Of the 44 areas that were directly comparable to the 2022 survey, 20 saw either an increase in satisfaction or no significant decrease
- **Top priorities in 2025 remain the same**
 - Maintenance of City streets
 - Economic development – new priority not asked previously
 - Property maintenance
 - Police Services
- **Public Safety results remain strong**
 - Responses show positive satisfaction and a desire to continue emphasis

Overall Perceptions

*Overall perceptions of the UG and
the delivery of services*

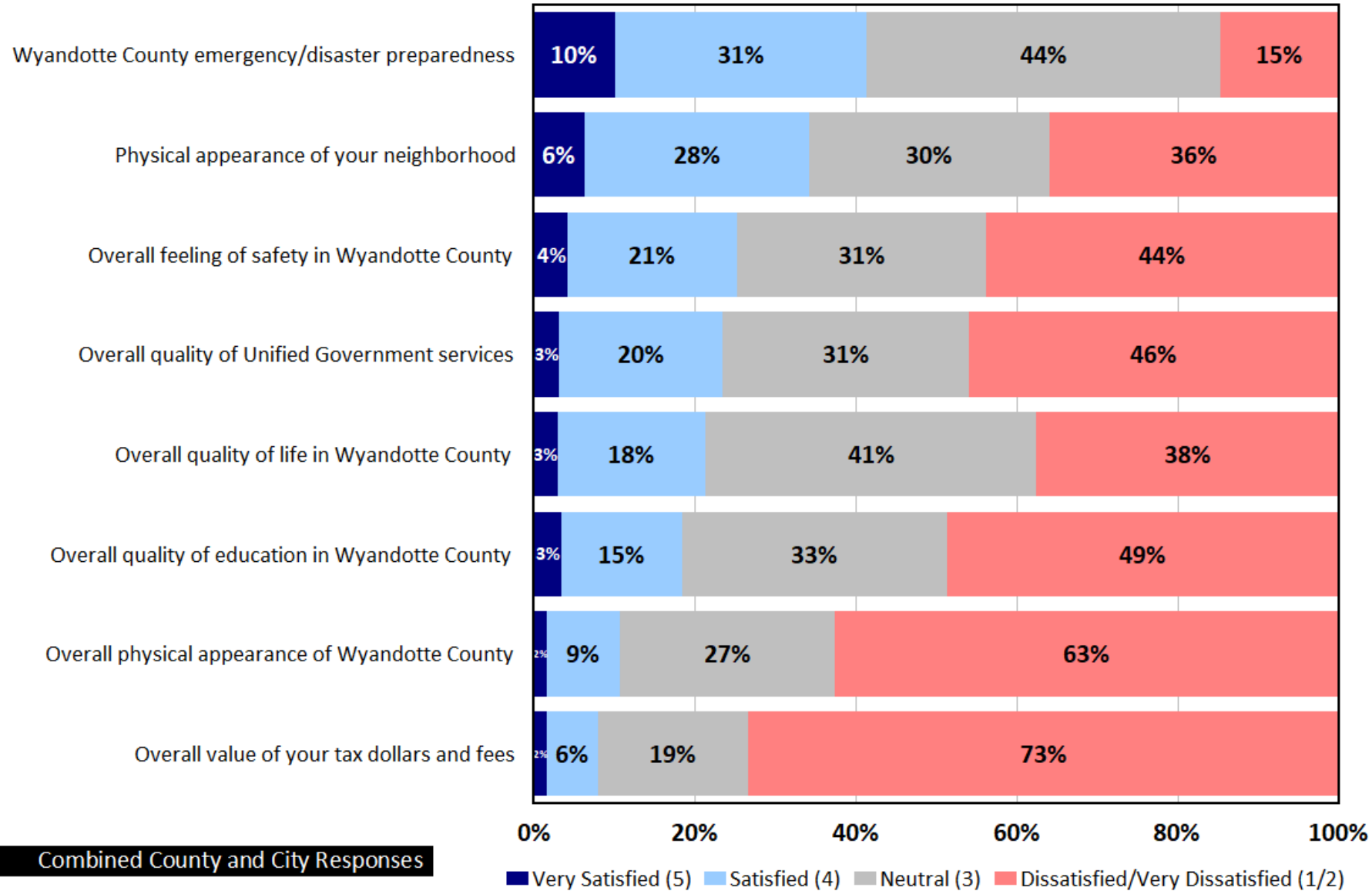
Q13. Please rate Wyandotte County regarding each of the following...

by percentage of respondents (excluding "don't know")



Q14. Community Image. Please rate your satisfaction with each of the following items that may influence your perception of Wyandotte County.

by percentage of respondents (excluding "don't know")



Opportunities

Importance-Satisfaction Analysis was used to determine top priorities based on respondent perceptions

Q17. City Services. Please rate your satisfaction with city services

by percentage of respondents (excluding "don't know")

Importance-Satisfaction Analysis

Accounts for the satisfaction respondents have with various City services and the emphasis they would like to see placed on the service

Areas with higher Importance-Satisfaction Ratings are highlighted with arrows



Property maintenance/code violation enforcement

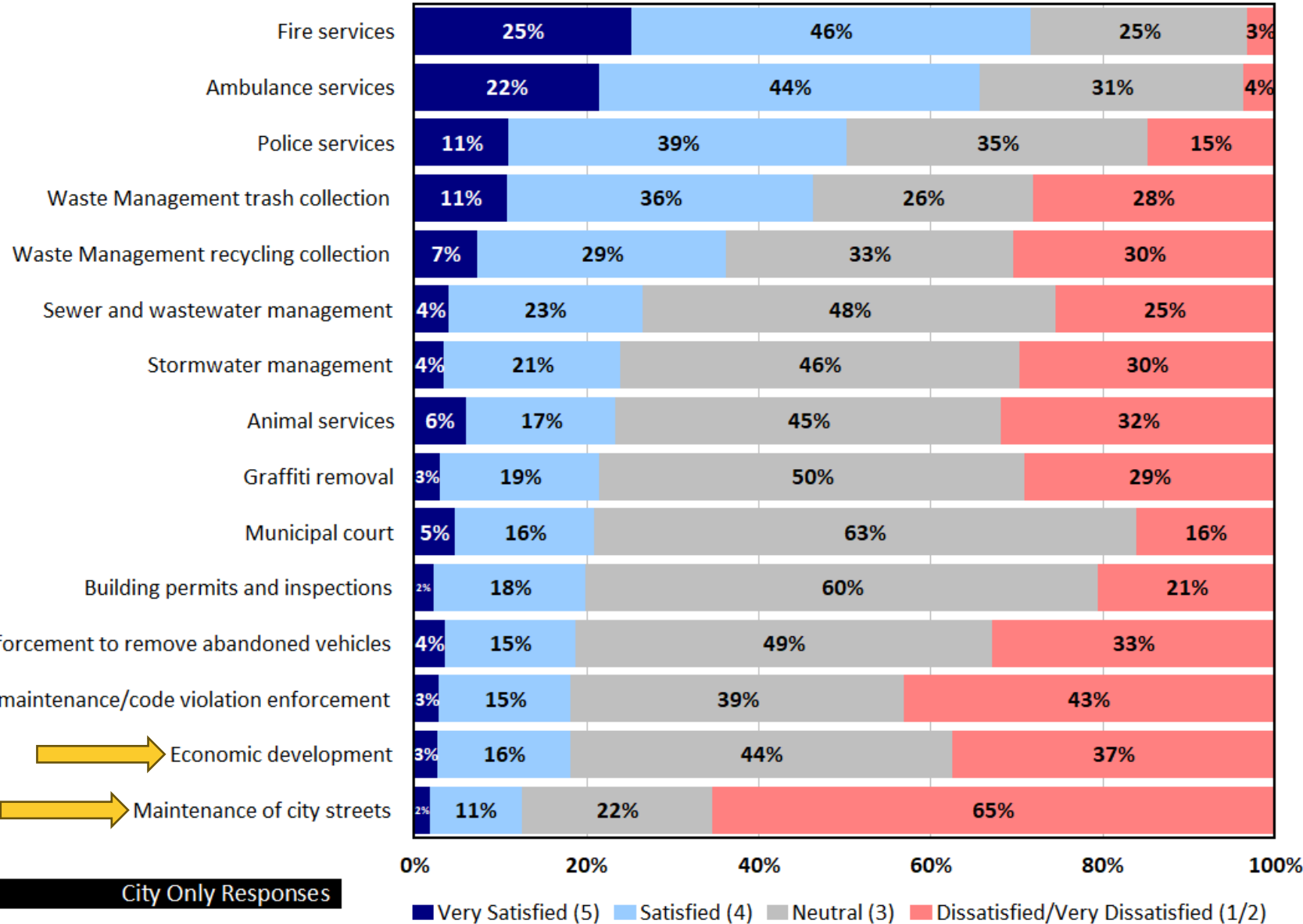


Economic development



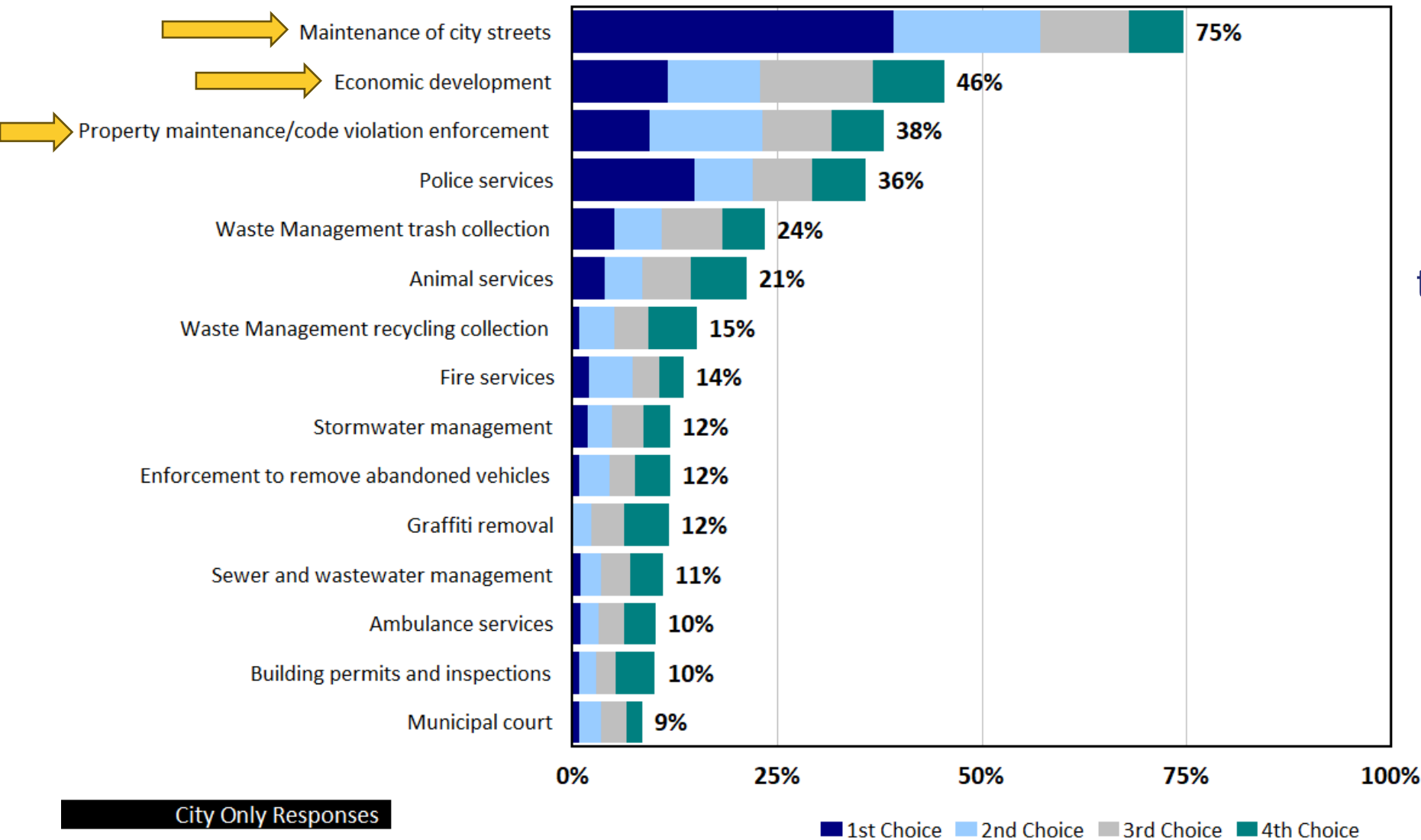
Maintenance of city streets

City Only Responses



Q18. City Services Priorities. Which FOUR of the services should receive the MOST EMPHASIS for improvement over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



Importance-Satisfaction Analysis

The analysis suggests that the UG can maximize overall customer satisfaction by emphasizing improvements in areas where satisfaction was relatively low, and the emphasis ratings are relatively high

2025 Importance-Satisfaction Rating

Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Maintenance of city streets	74.60%	1	12.50%	15	0.6528	1
Economic development	45.50%	2	18.20%	13	0.3722	2
Property maintenance/code violation enforcement	38.00%	3	18.20%	14	0.3108	3
Police services	35.80%	4	50.30%	3	0.1779	4
Animal services	21.20%	6	23.40%	8	0.1624	5
Waste Management trash collection	23.50%	5	46.40%	4	0.1260	6
Waste Management recycling collection	15.20%	7	36.30%	5	0.0968	7
Enforcement to remove abandoned vehicles	11.90%	9	18.70%	12	0.0967	8
Graffiti removal	11.70%	11	21.50%	9	0.0918	9
Stormwater management	11.90%	10	24.00%	7	0.0904	10
Sewer and wastewater management	11.10%	12	26.50%	6	0.0816	11
Building permits and inspections	10.00%	14	19.90%	11	0.0801	12
Municipal court	8.60%	15	20.90%	10	0.0680	13
Fire services	13.60%	8	71.70%	1	0.0385	14
Ambulance services	10.10%	13	65.70%	2	0.0346	15

Q19. Public Safety. Please rate your satisfaction with each public safety service

by percentage of respondents (excluding "don't know")

Public Safety

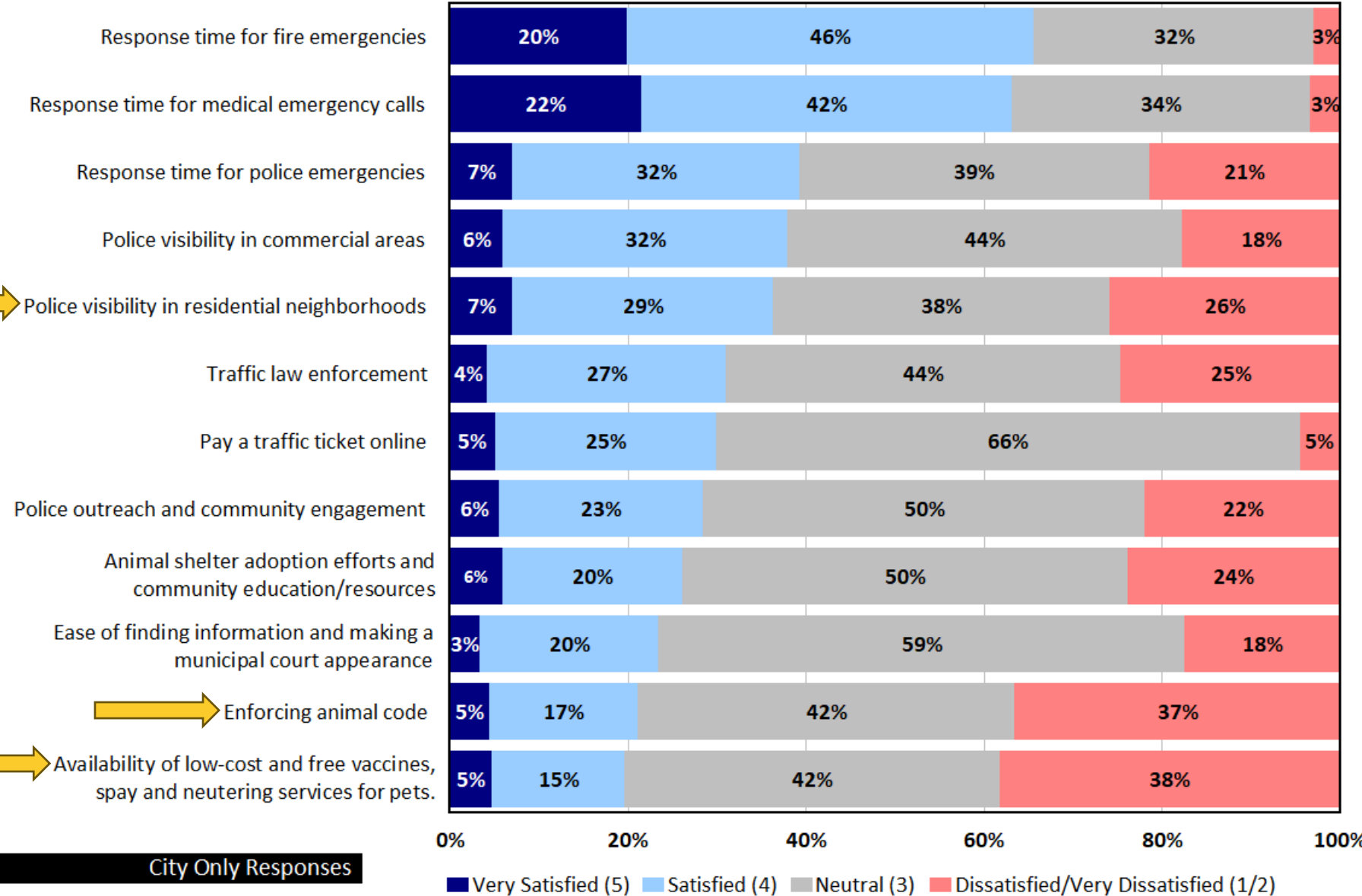
While visibility is a top priority based on the Importance-Satisfaction Analysis



Responses are showing that they are pleased with the service and would like to see a continued effort to maintain that level of service

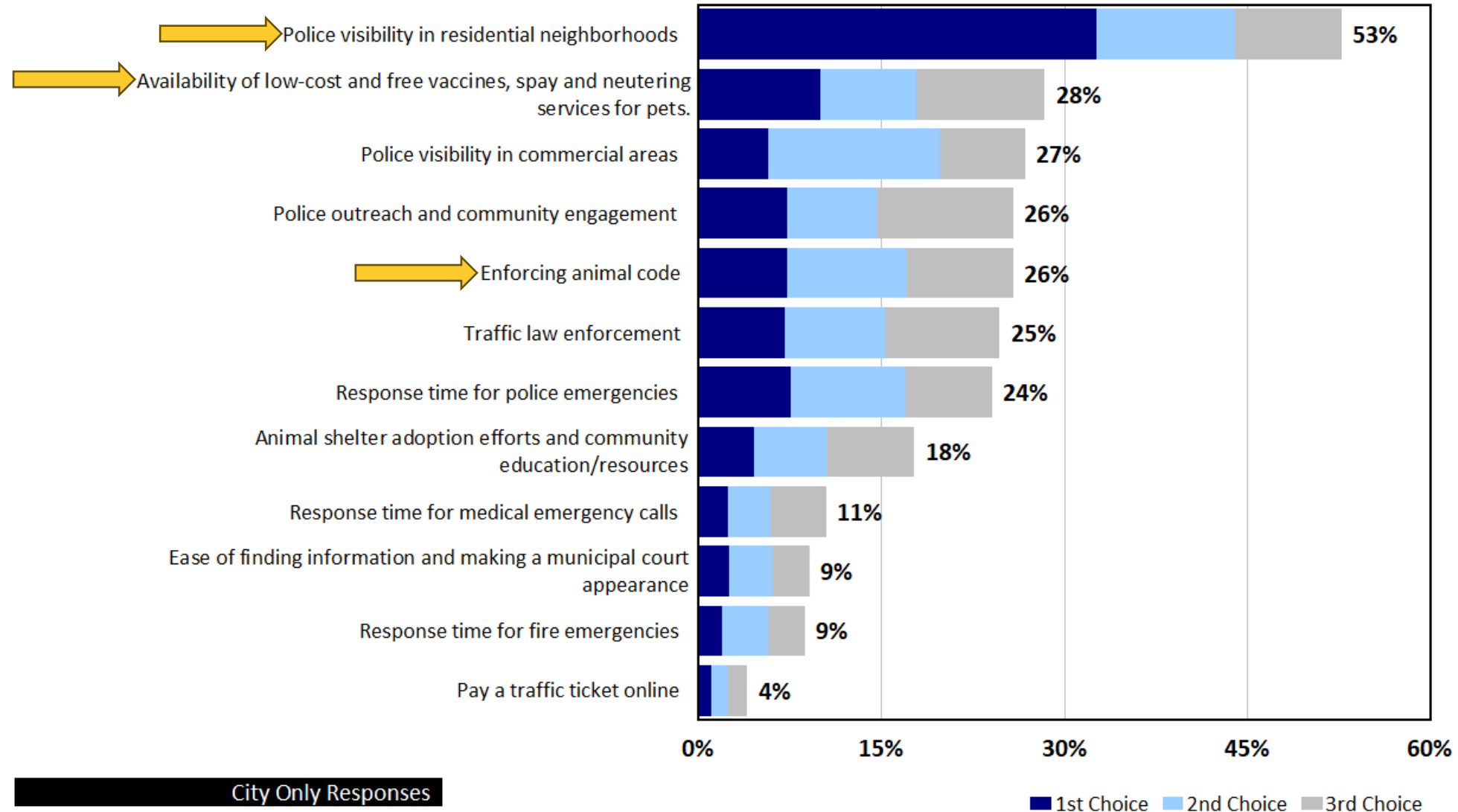


City Only Responses



Q20. Which THREE of the public safety services listed in Question 19 do you think should receive the MOST EMPHASIS over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



2025 Importance-Satisfaction Rating

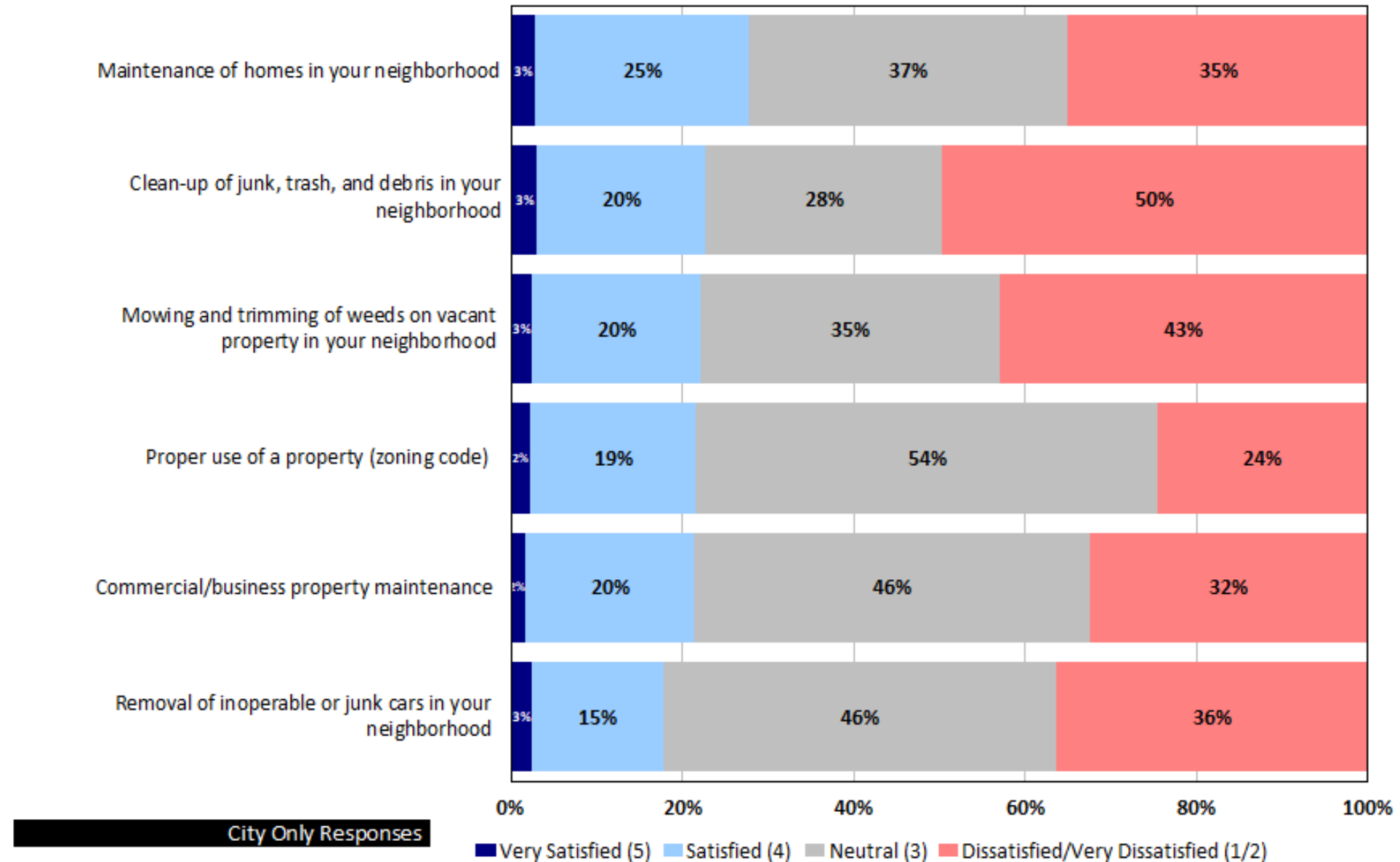
Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Police visibility in residential neighborhoods	52.70%	1	36.30%	5	0.3357	1
Availability of low-cost and free vaccines, spay and neutering services for pets.	28.40%	2	19.70%	12	0.2281	2
Enforcing animal code	25.80%	5	21.10%	11	0.2036	3
Police outreach and community engagement	25.80%	4	28.50%	8	0.1845	4
Traffic law enforcement	24.70%	6	31.10%	6	0.1702	5
Police visibility in commercial areas	26.80%	3	38.00%	4	0.1662	6
Response time for police emergencies	24.10%	7	39.30%	3	0.1463	7
Animal shelter adoption efforts and community education/resources	17.70%	8	26.20%	9	0.1306	8
Ease of finding information and making a municipal court appearance	9.10%	10	23.50%	10	0.0696	9
Response time for medical emergency calls	10.50%	9	63.20%	2	0.0386	10
Response time for fire emergencies	8.70%	11	65.60%	1	0.0299	11
Pay a traffic ticket online	4.00%	12	29.90%	7	0.0280	12

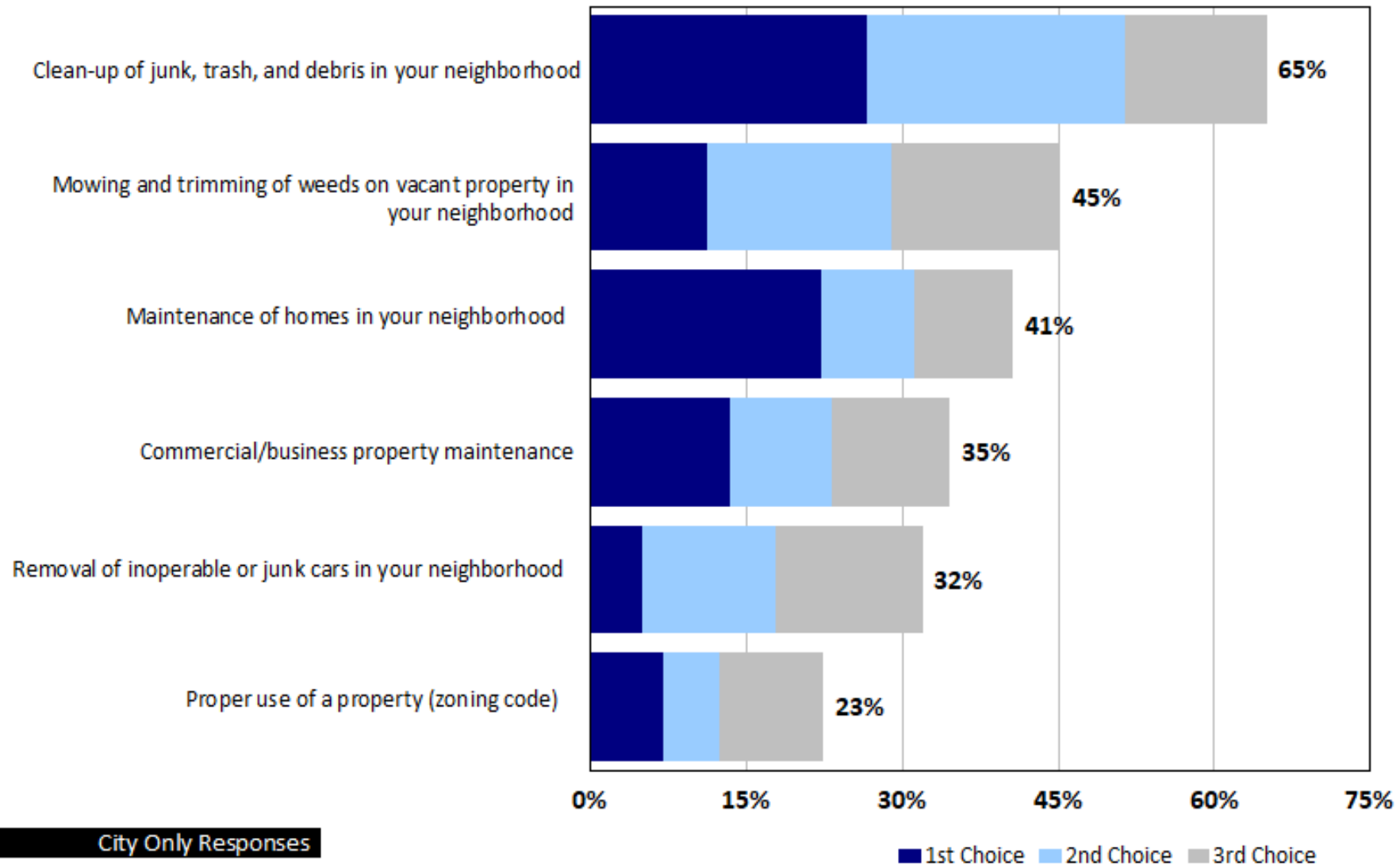
Q22. Property Maintenance. Please rate your satisfaction with enforcement

by percentage of respondents (excluding "don't know")



Q23. Which THREE of the items listed in Question 22 do you think should receive the MOST EMPHASIS over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



2025 Importance-Satisfaction Rating

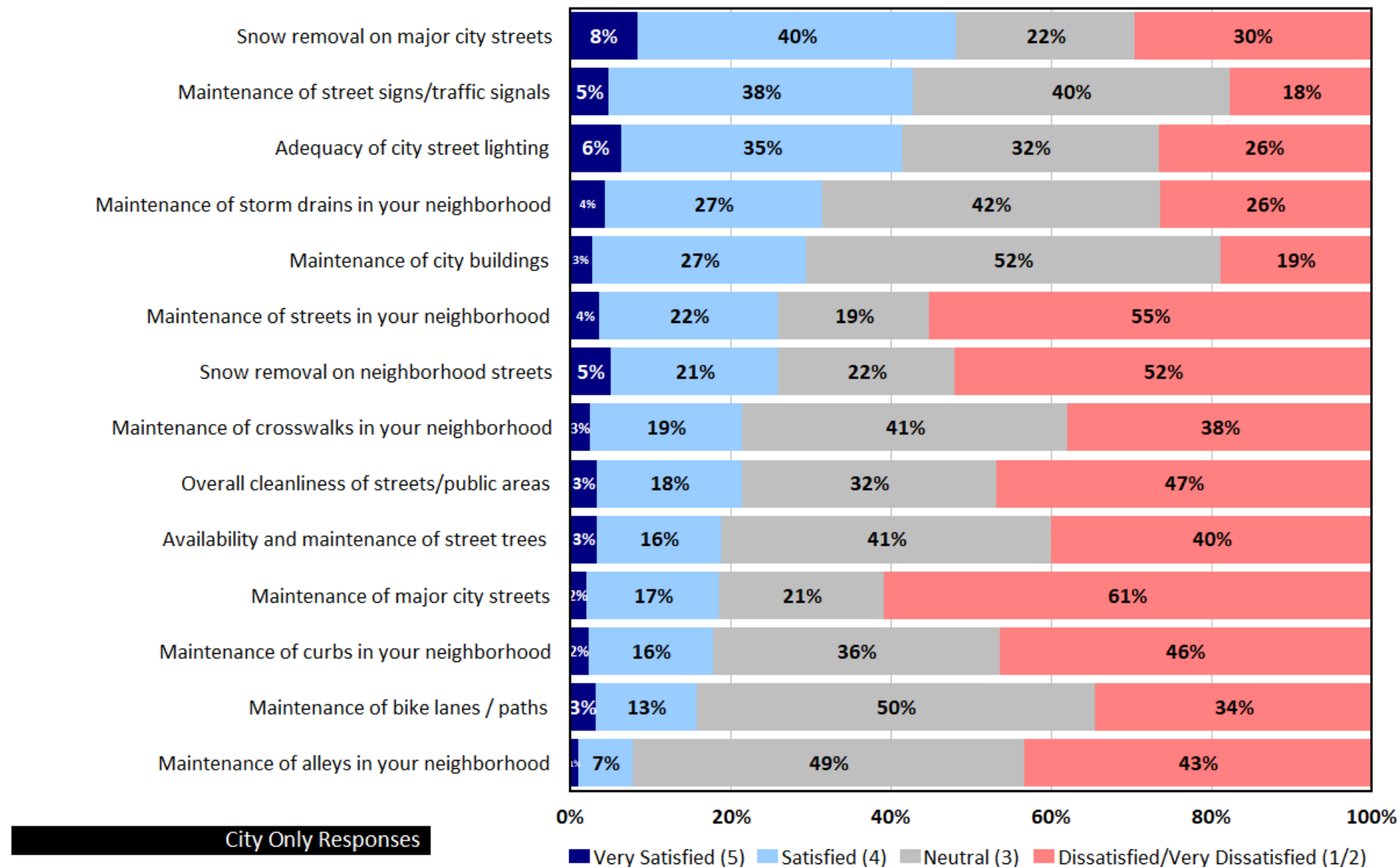
Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

Property Maintenance

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Clean-up of junk, trash, and debris in your neighborhood	65.10%	1	22.80%	2	0.5026	1
Mowing and trimming of weeds on vacant property in your neighborhood	45.30%	2	22.20%	3	0.3524	2
Maintenance of homes in your neighborhood	40.70%	3	27.80%	1	0.2939	3
Commercial/business property maintenance	34.60%	4	21.40%	5	0.2720	4
Removal of inoperable or junk cars in your neighborhood	32.00%	5	17.80%	6	0.2630	5
Proper use of a property (zoning code)	22.50%	6	21.70%	4	0.1762	6

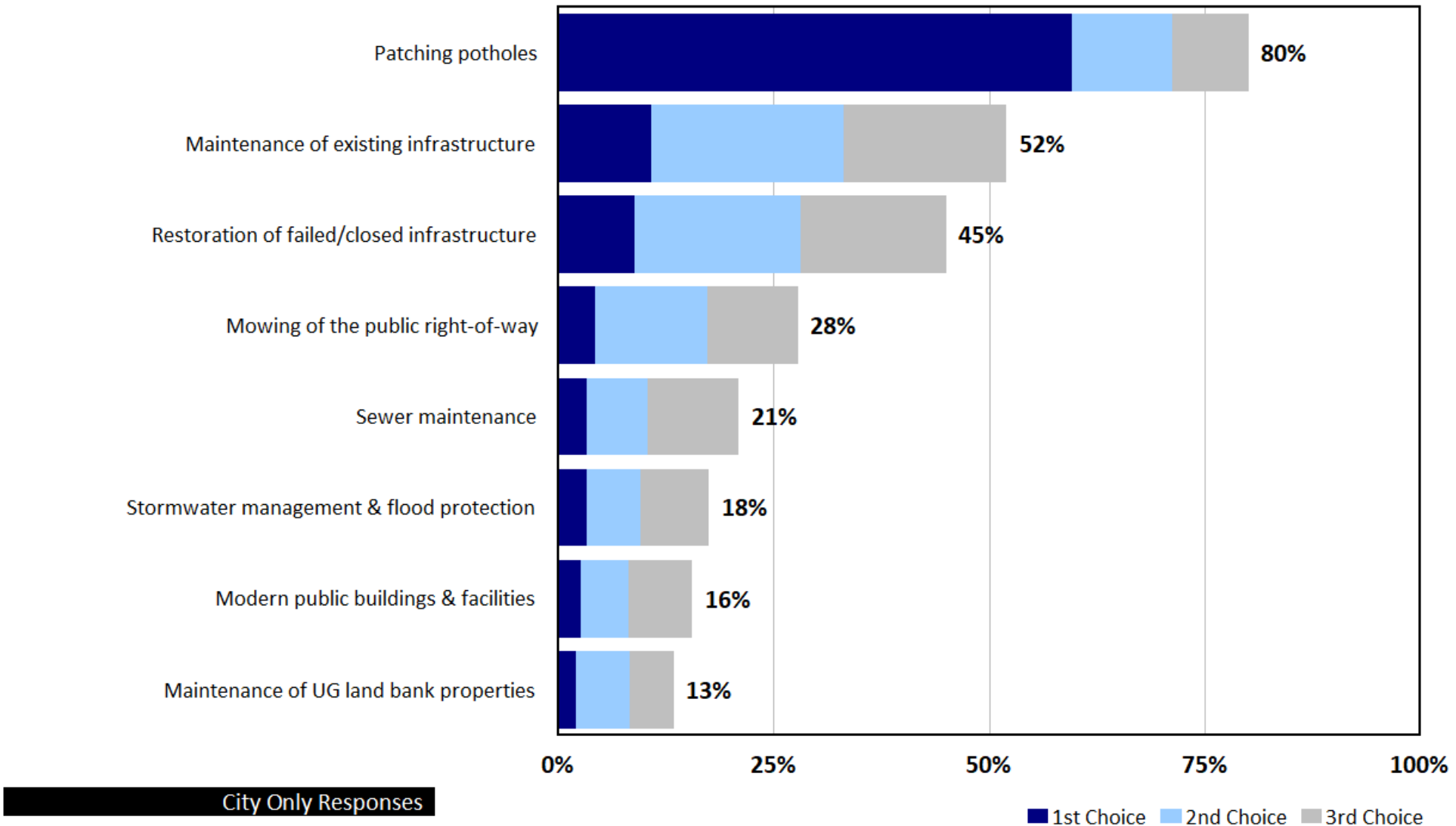
Q25. Streets and Infrastructure. Please rate your satisfaction

by percentage of respondents (excluding "don't know")



Q26. Infrastructure Priorities. Which THREE of the following do you think should be the UG's top priorities over the next year?

by percentage of respondents who selected the item as one of their top three choices



Additional Findings

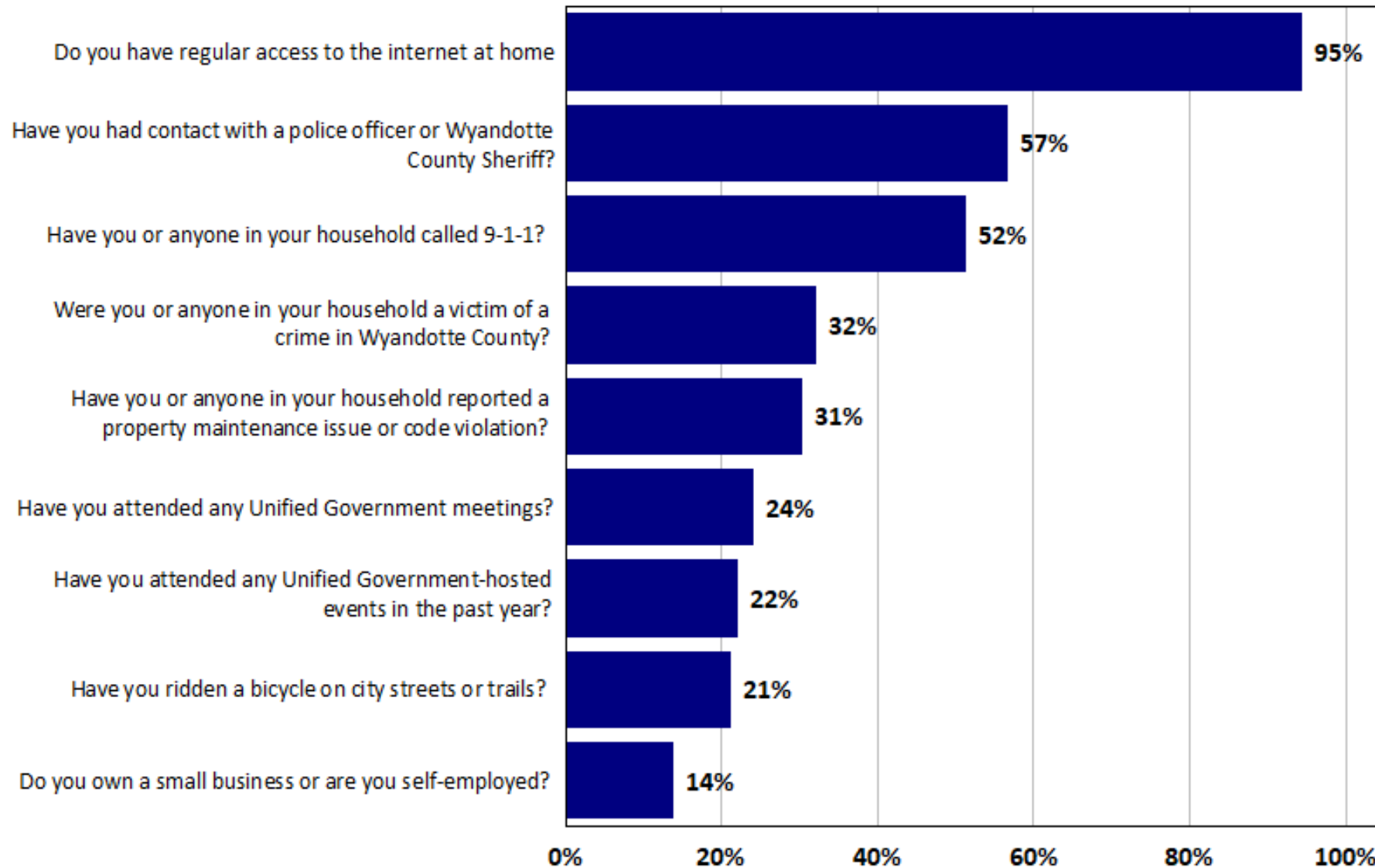
Communication, Customer Service, County-specific Services, and the World Cup

2026

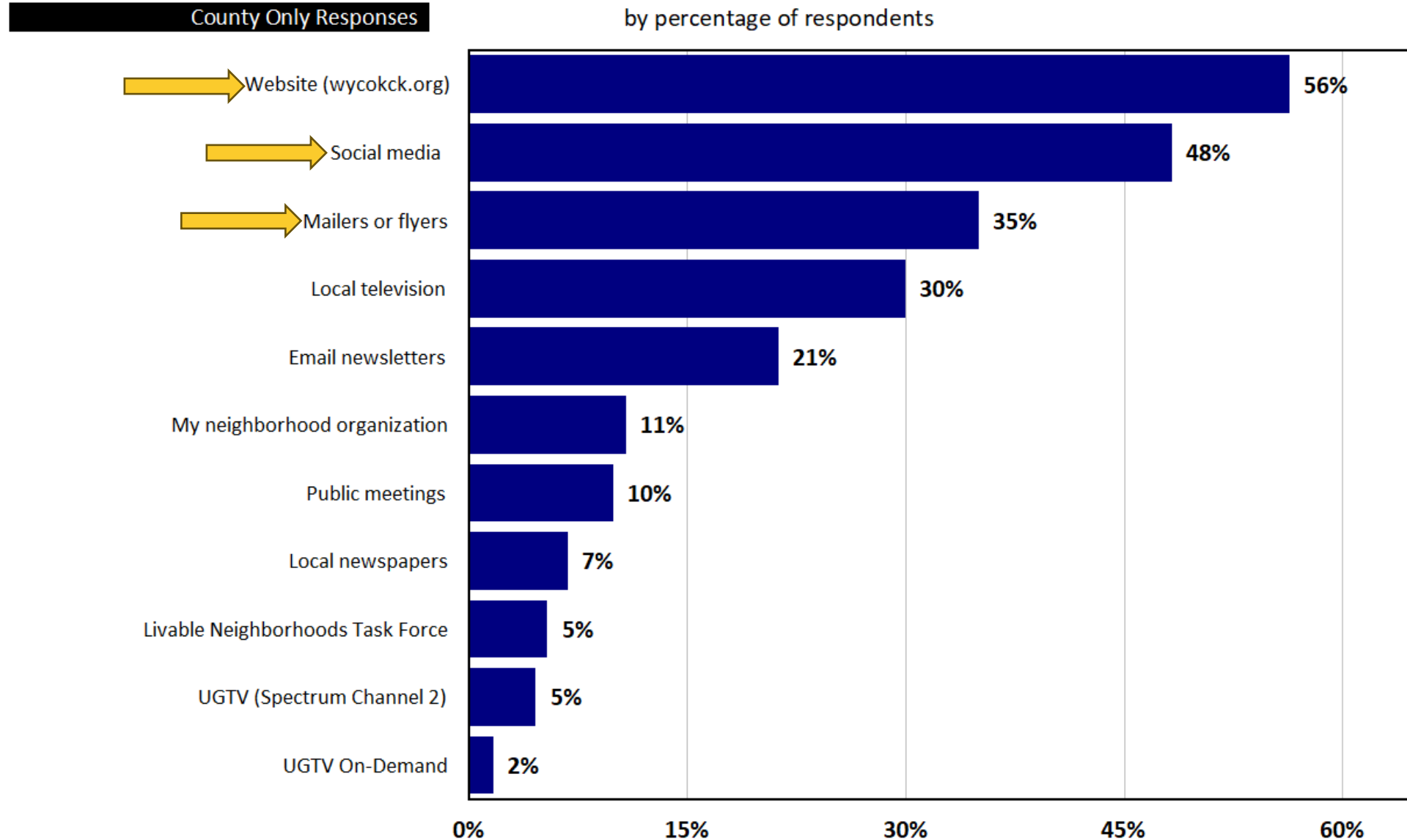
Q16/Q21. Experience in Wyandotte County in the Last Year

by percentage of respondents who answered "Yes" to Q16/Q21 (excluding "not provided")

Combined County and City Responses

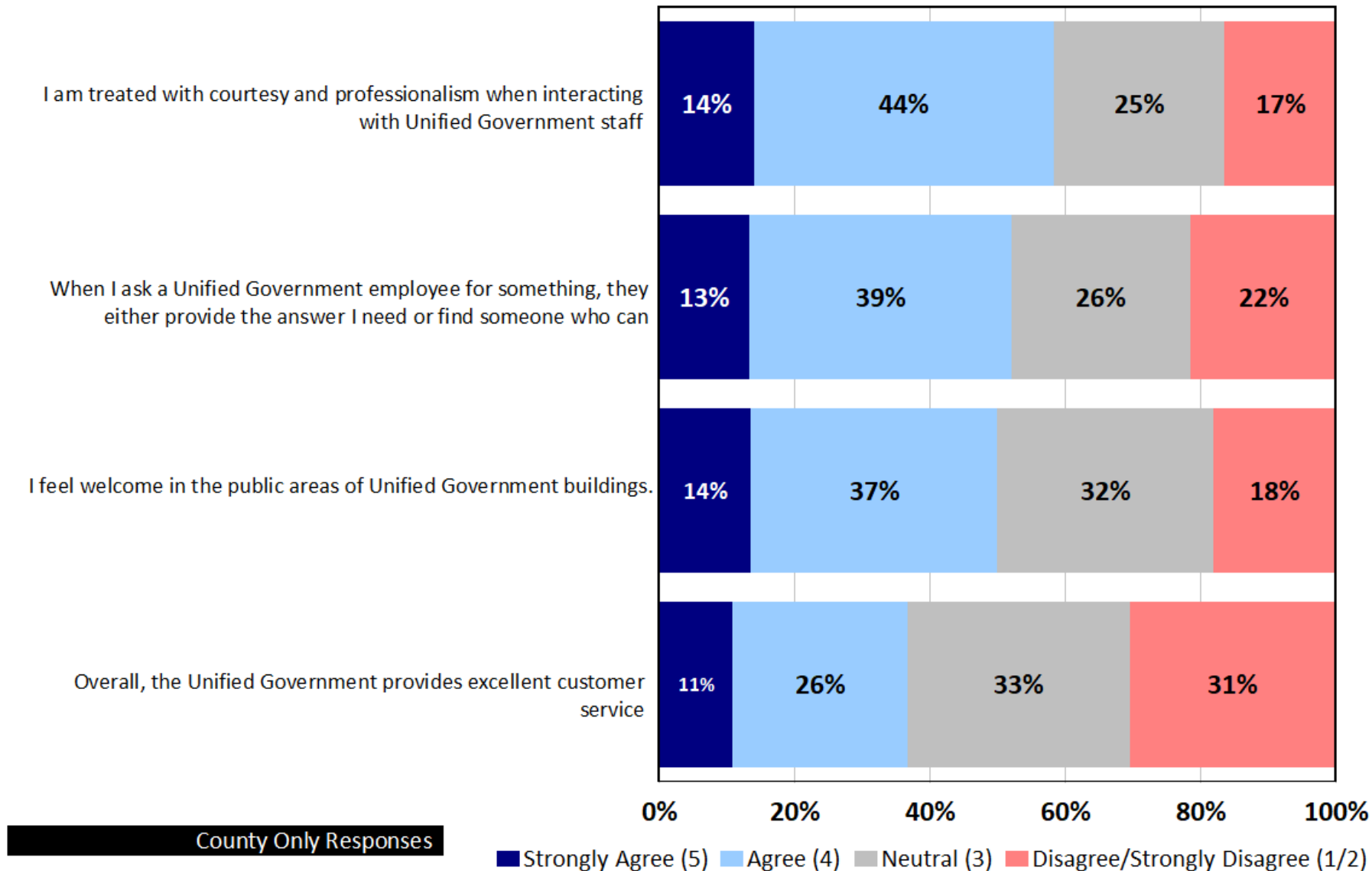


Q16. Where do you find information about Unified Government programs and services?



Q19. Customer Service. Please rate the following statements about UG customer service.

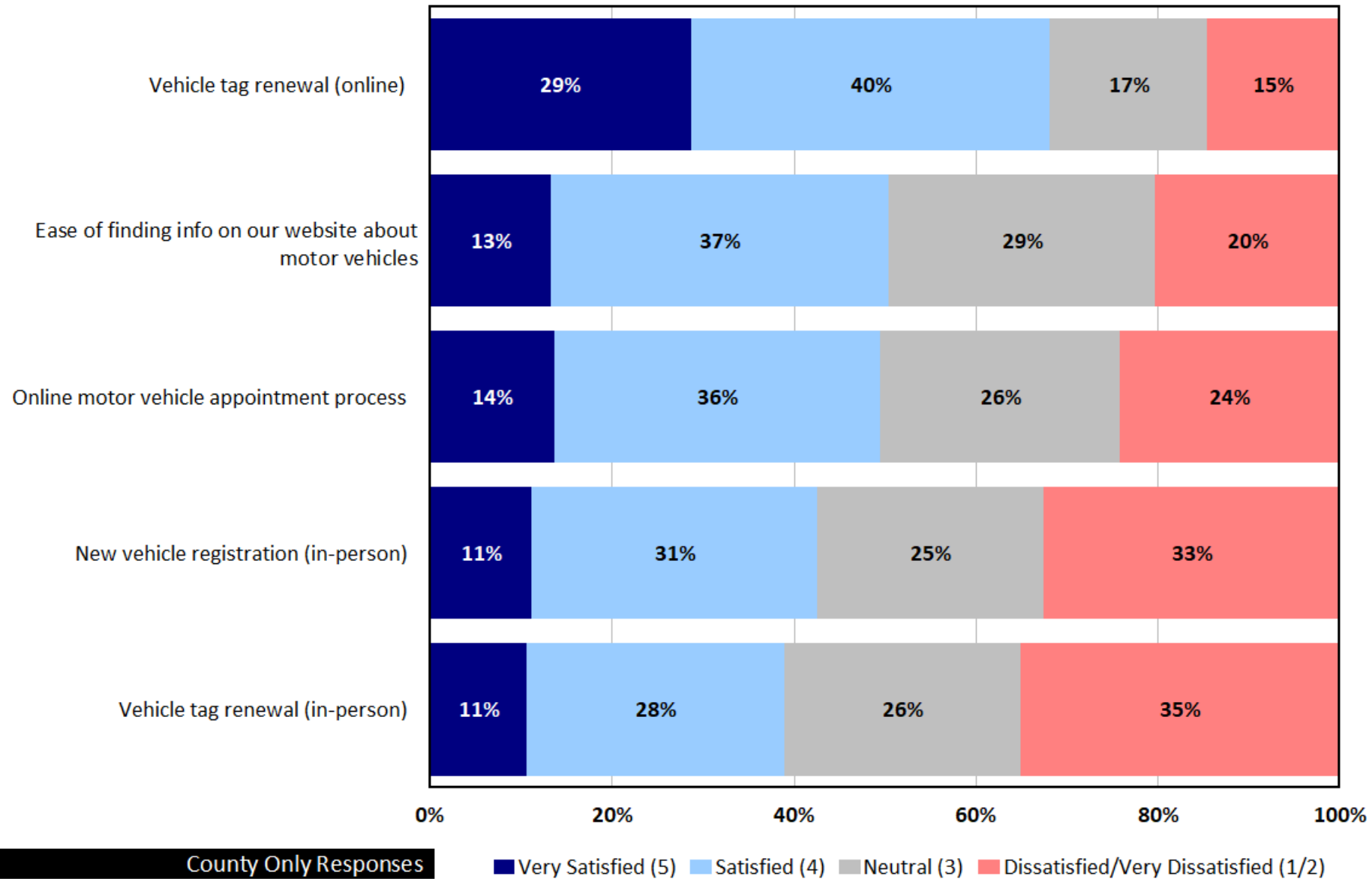
by percentage of respondents who contacted the UG in the past two years (excluding "don't know")



Based on the 63% of respondents who indicated they have contacted the UG in the past two years

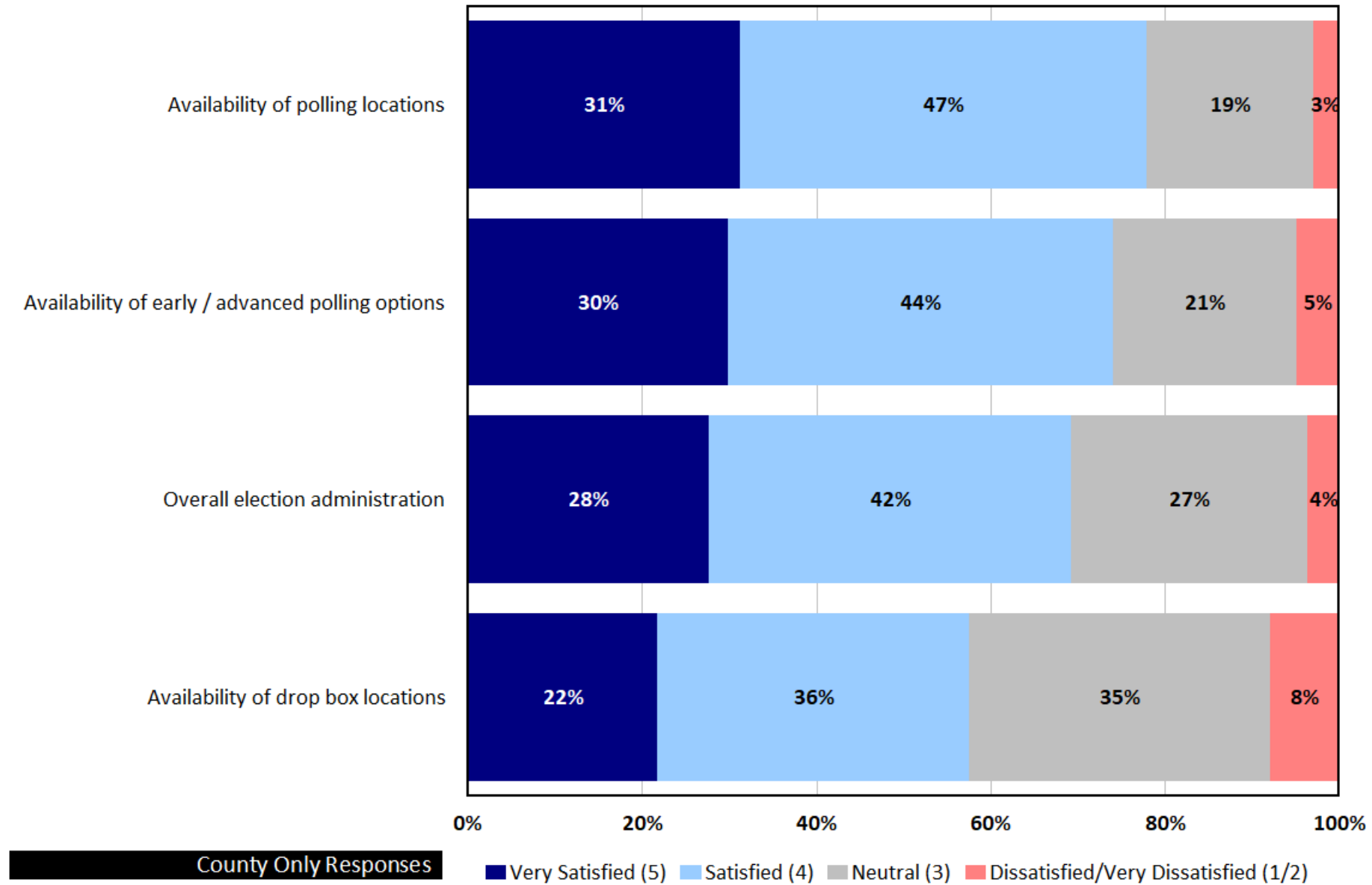
Q23. Motor Vehicles. Please rate your satisfaction with motor vehicle services

by percentage of respondents (excluding "don't know")



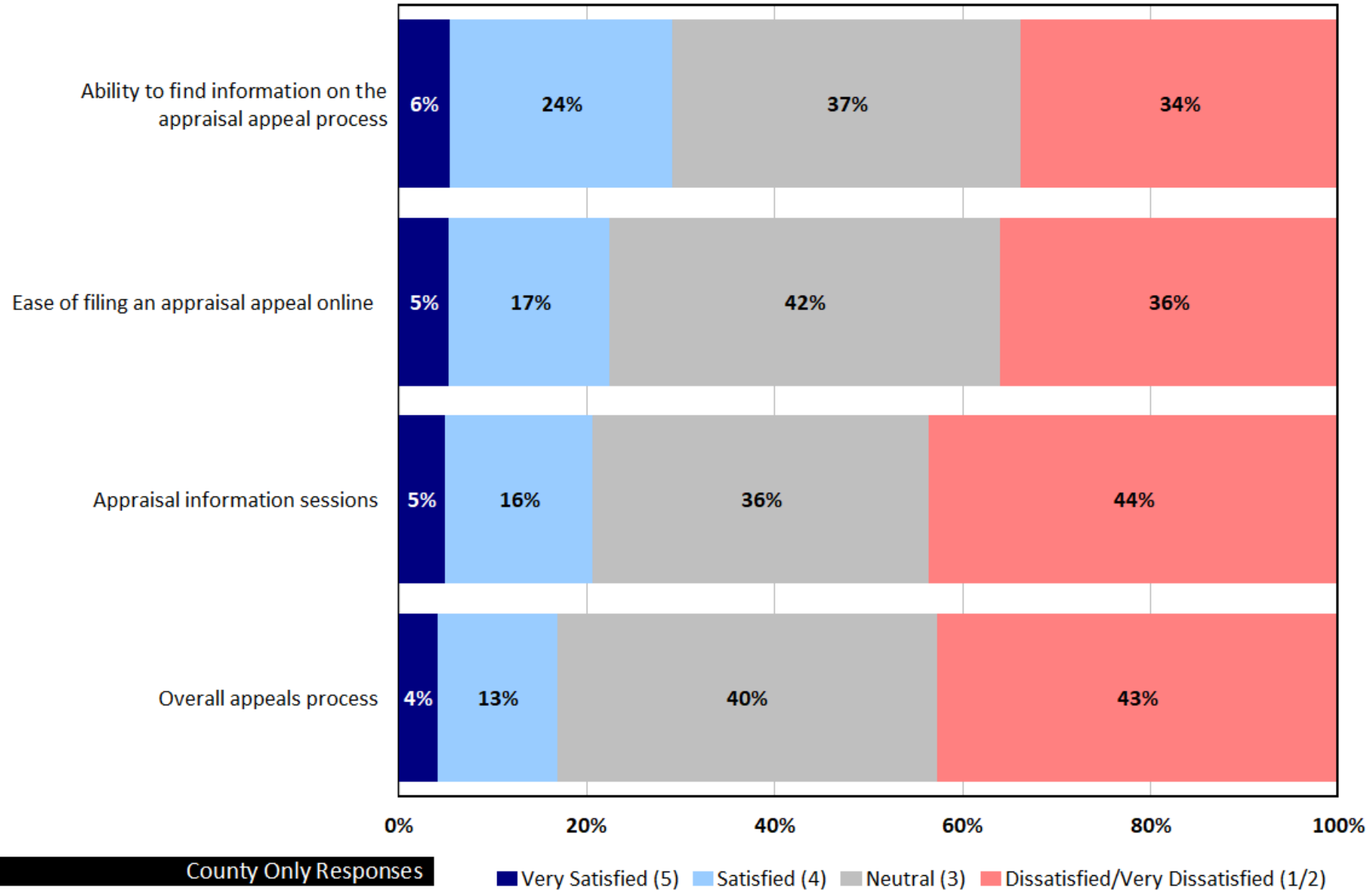
Q24. Elections. Please rate your satisfaction with elections

by percentage of respondents (excluding "don't know")



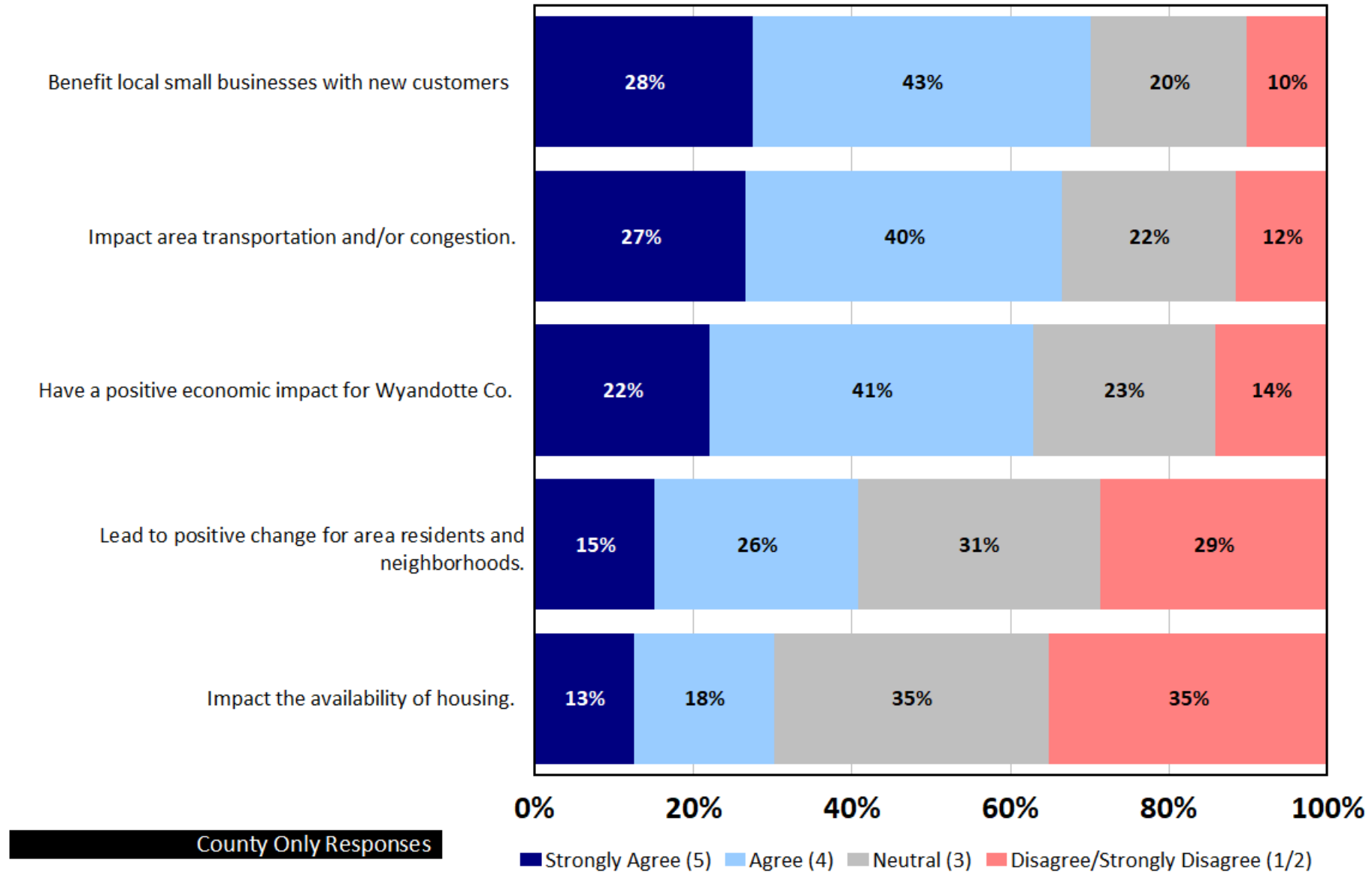
Q25. Property Appraisals. Please rate your satisfaction with property appraisals

by percentage of respondents (excluding "don't know")



Q26. World Cup 2026. The World Cup 2026 games will...

by percentage of respondents (excluding "don't know")



Summary

- The 2025 results remain consistent with past years
- Results for public safety and parks and recreation remain high
- Respondents showed positive ratings for major County services such as elections, motor vehicles, and appraisals
- Top priorities in 2025 remain the same except for economic development which was new for 2025

Questions?

Thank you!

Get In Touch



725 W Frontier Lane, Olathe, KS



913-829-1215



ETCinstitute.com



Ryan.Murray@etcinstitute.com



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff icaudillo@wycokck.org x5010	Mayor's Office
AGENDA ITEM #5.3.		
PRESENTATION: DOTTE PROUD RECOGNITION		
BACKGROUND		
Mayor's Dotte Proud Initiative to recognize acts of volunteerism by citizens or businesses within Wyandotte County. Commissioner Townsend will honor the Presidents of Active Neighborhood groups in District 1 with Dotte Proud recognition: Elnora Jefferson, Oak Grove Neighborhood Association; Vanessa Robinson, Caring Neighborhood Association; Candie Leonard-Caldwell, Organization for Community Preservation; Marlene Bouray, Neighbors Who Care; Marcia Rupp, Forty Sixers Neighborhood Watch Group; Lou Braswell, Leavenworth Road Association; John Cantwell, Leavenworth Road Association; Deniese Davis, North Welborn; Sandy Ziolo, Black Hawks; and Dorthy McField, Parkwood Colony, Inc. <i>For Information Only</i>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Commissioner's Dotte Proud Recognition slide show Townsend 5-1-25		

Approved by Administrator to add to agenda.

Commissioner's Dotte Proud Recognition



May 1, 2025

Oak Grove Neighborhood Association

Elnora Jefferson, President



**Caring
Neighborhood
Association**

**Vanessa
Robinson,
P**



**Organization
for
Community
Preservation
(OCP)**

**Candie Leonard-
Caldwell, President**



**Neighbors
Who
Care
Neighborhood
Group**

**Marlene
Bouray,**



Forty Sixers Neighborhood d Watch Group

Marcia Rupp, President



**Leavenworth
Road
Association**

Louetta (Lou) Braswell, Executive Director



**Leavenworth
Road
Association**

John Cantwell, President



North Welborn

Deniese Davis, President



Sandy Ziolo, President

The Block
Hawks



Dorthy McField, President

Parkwood
Colony, Inc.





PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy, and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, including designing capital projects, operators ensuring the safety and quality of drinking water, or a member of a pipe crew maintaining the infrastructure communities rely on to transport high-quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration, and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim May 4th-10th, 2025, as:

“Drinking Water Week”

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO



PROCLAMATION

WHEREAS, the Love Foundation, Inc., a non-profit organization, has announced GLOBAL LOVE DAY to facilitate establishing LOVE & PEACE on our planet; and

WHEREAS, GLOBAL LOVE DAY will establish a worldwide focus towards "unconditionally loving each other as we love ourselves"; and

WHEREAS, we are One Humanity on this planet; and

WHEREAS, all life is interconnected and interdependent; and

WHEREAS, all share in the Universal bond of love; and

WHEREAS, love begins with self-acceptance and forgiveness; and

WHEREAS, with respect and compassion, we embrace diversity; and

WHEREAS, together we make a difference through love; and

WHEREAS, The Love Foundation, Inc. invites mankind to declare May 1, 2025, GLOBAL LOVE DAY, a day of forgiveness and unconditional love. GLOBAL LOVE DAY will act as a model for all of us to follow daily.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim May 1st, 2025, as:

“GLOBAL LOVE DAY”

in Wyandotte County/Kansas City, Kansas. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

- WHEREAS,** our valued law enforcement professionals within the Unified Government of Wyandotte County/Kansas City, Kansas, play an essential role in safeguarding the rights, safety, and freedoms of all residents; and
- WHEREAS,** it is important that every resident understand the roles and responsibilities of the Kansas City, Kansas Police Department and the significance it plays in solidifying government of the people and for the people; and that members of our law enforcement community recognize their duty to serve and protect the people through the preservation of life and property, with a commitment of protecting the unsuspecting against deception, the weak against oppression, the innocent against intimidation, and the helpless against victimization; and
- WHEREAS,** the Police Department of Kansas City, Kansas has grown to be a modern, innovative, and data-driven law enforcement agency that provides a vital public service in partnership with residents; and
- WHEREAS,** we commemorate today the valiant who died in the line of duty, acknowledging the pain of loss experienced by the families, friends, and colleagues of all our fallen officers; and
- WHEREAS,** we ask all citizens to remember those members of law enforcement, past and present, who, by their faithful and loyal dedication to their communities, have established for themselves the honorable enduring reputation for preserving the peace by way of the granted public trust, as a means to secure the unalienable rights given to all humans beings by their Creator, of life, liberty and the pursuit of happiness; and
- WHEREAS,** Police Week is May 11-17, 2025, and will be observed and celebrated.
- NOW, THEREFORE,** I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim May 11-17, 2025, as:

“Kansas City, Kansas Police Department Week”

in Wyandotte County/Kansas City, Kansas, and urge all citizens to recognize the importance of Kansas City, Kansas Police Department Week. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Irene Caudillo, Chief of Staff icaudillo@wycokck.org x5010	Mayor's Office
AGENDA ITEM #5.7.		
COMMUNITY INPUT AND RECOMMENDATIONS		
BACKGROUND		
Public forum to allow citizens to express concerns and present solutions relating specifically and solely to the Unified Government's span of interest and control. Participants will be limited to three minutes in duration. Citizens appearing in the Municipal Office Building lobby will be given priority, followed by a limited number of participants who have registered online through the Unified Government Clerk's Office. Those who have registered online may not be given an immediate opportunity to participate due to time constraints to be determined by the Mayor/CEO. If time allows, persons listening online who wish to make comments will be recognized. All interested participants should know that Mayor/CEO Garner has also placed a maximum time limit of 45 minutes to host & conclude these discussions. In the interest of time, there should be no expectation for requested participants guaranteed inclusion to be recognized for comment and participation.		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		

Approved by Administrator to add to agenda.



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: Change of Zone Petition COZ2024-033 (Stone Cliff Hills Estates)

GENERAL INFORMATION

Applicant Information:

Lynne R. Beaver
Property Owner
6449 Verona Road
Mission Hills, Kansas 66208

Subject Property:

2951 South 34th Street
Kansas City, Kansas 66106

Requested Action and Purpose:

Approval of a Change of Zone

Commission Districts:

At-Large Commissioner District #2:
Tom Burroughs
District #3 Commissioner:
Christian Ramirez

Existing Zoning District(s):

A-G Agriculture District

Proposed Zoning District(s):

R-1 Single Family District



	Adjacent Zoning	Adjacent Uses
North	R-1 Single-Family District	Single Family Residences
South	R-1 Single-Family District	Single Family Residences
East	R-1 Single-Family District	Single Family Residences
West	R-1 Single-Family District	Single Family Residences

Total Tract Size: 0.42 Acre

Comprehensive Plan Area: PlanKCK Comprehensive Plan

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family homes.

Major Street Plan: The goDotte County-Wide Mobility Strategy designates South 34th Street as a Minor Collector.

Parking Requirement: Section 27-454(e) states “Two (2) off-street parking spaces shall be provided on the premises for each single-family dwelling, at least one (1) of which shall be in a garage or carport”. There are four (4) parking spaces provided, however, none in a garage.

Landscaping Requirement: Section 27-700(a) states “one (1) shade tree per dwelling unit is required in the front or corner side yard. Aerial photos of the subject property demonstrate sufficient landscaping on the property parcels (see “Aerial Map” within the Attachments section of this report).

Advertisement: The Wyandotte Echo – November 14, 2024
Letters to Property Owners – November 15, 2024, December 3, 2024, February 14, 2025 and February 26, 2025

Public Hearings: April 14, 2025 and May 1, 2025

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Lynne Beaver, is requesting a Change of Zone from A-G Agriculture District to R-1 Single-Family District at 2951 South 34th Street.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765, Article VII Sections 27-245 – 27-339, Article VI Section 27-210 through 212 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There have been no Noise or Disturbance complaints at the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. There have been no Notices of Violation on the subject property.

Outstanding or Related Permits and Cases:

1. BOZA2024-040 – Board of Zoning Appeals for lot width and lot area along a major street (to be heard by the Board of Zoning Appeal on April 14, 2025).

Previous Planning Actions:

1. Approval of a Special Use Permit (SP-2013-46) for two (2) years in 2014 to operate an event space.
2. Denial of a Special Use Permit (SP2022-113) to operate an event space in 2023.

FACTORS TO BE CONSIDERED

Change of Zone

1. *The Character of the Neighborhood.*

The subject property is located within the Argentine Statistical Neighborhood. The neighborhood consists of primarily single-family residences, most of which are on wide and shallow medium-sized lots with generous setbacks. The property is located along 34th Street, which runs north to Argentine and south to Turkey Creek.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them.*

The zoning and uses of property nearby are set above. The proposed use of the property is to divide the property into two (2) parcels, one (1) larger agriculturally zoned parcel, and a smaller, residentially zoned parcel.

3. ***The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions detrimentally affect nearby property?***

The removal of restrictions will not detrimentally affect nearby property. Currently, the use of the subject property is not expected to change, rather, just the property lines.

4. ***The length of time the property has remained vacant as zoned and/or the length of time the property has been actively marketed.***

The property is not vacant and has been utilized as a residence for the property owner and their family since 2001.

5. ***The extent to which the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property.***

The proposed use is not reasonably necessary for the convenience and welfare of the public as it solely serves the convenience of the property owner. The proposed use, however, is not expected to impact the use, quality, or marketability of nearby property.

6. ***The extent to which the proposed use would increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.***

The proposed use is not expected to increase traffic along South 34th Street, a Minor Collector. Any potential increase in traffic is not expected to impact the capacity of South 34th Street.

7. ***The degree of conformance of the proposed use to the Master Plan.***

The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family homes. The proposed use conforms to the area plan.

8. ***The extent to which the proposed use could cause environmental harm or enhance the environment.***

The proposed use is not expected to cause environmental harm or enhance the environment, as currently the use of the property is not expected to change.

9. ***The extent to which utilities and public services are available and adequate to serve the proposed use.***

a. Electric and Water Service

Electric and Water Service is provided by BPU.

b. Sanitary Sewer Service

Sanitary Sewer service is provided by the UG.

c. Storm Water Control

There is no storm water control provided on the subject property.

d. Police

Police service is provided by South Patrol, District #331.

e. Fire

Fire service is provided by Station #7, which is three (3) miles away from the subject property.

f. Transit

No public transit service is provided.

g. Schools

Public Education is provided by Junction Elementary School, Turner Middle School, and Turner High School, provided by Turner USD 202.

10. The economic impact of the proposed use on the community.

There is no expected economic impact of the proposed use, as the use is not changing, aside from movement and addition of property lines.

11. The capability of the proposed use to meet applicable ordinance requirements.

The proposed plat will need to be altered, and variances granted, due to setbacks and frontage along a major street. Otherwise, the use is expected to meet ordinance requirements.

12. The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the individual landowner or landowners.

There is no tangible gain to public health, safety, and welfare, as the use is merely splitting the residence on the property up from the remainder of the property. There is no additional use of the property proposed currently.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting on November 21, 2024 and January 28, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Future Development
Revisions to the Plat
Required Frontage

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Change of Zone application **COZ2024-033** subject to:

1. This City Planning Commission case is being heard in conjunction with **BOZA2024-040**. Any approval by the City Planning Commission or Board of Commissioners of this case, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of **BOZA2024-040** by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;
2. No containers or other construction material shall be kept on either lot;
3. A cross-access easement shall be added to allow the shared driveway for the lots;
4. Additional easements shall be added to the plat to address any existing utilities;
5. When the mylars are submitted to Staff to be recorded, submit the following fees:
 - a. \$32.00 per page payable to the Register of Deeds; and,
 - b. \$7.00 per lot payable to the Unified Treasurer;
6. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
8. All existing and future driveways must feature curb cuts that are constructed to UG standards;
9. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;

10. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
11. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
12. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **COZ2024-033** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Neighborhood Meeting Materials
Preliminary Plat
Final Plat
Site Photos, Taken by Staff, Dated November 15, 2024

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Change of Zone	April 14, 2025	May 1, 2025
Preliminary and Final Plat	April 14, 2025	Not Applicable

STAFF CONTACT:

Byron Toy, AICP
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **COZ2024-033** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **COZ2024-033**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 59:49:

CHANGE OF ZONE APPLICATION COZ2024-033 – LYNNE BEAVER – SYNOPSIS:

Change of Zone from A-G Agriculture District to R-1 Single Family District for a one (1) lot subdivision at 2951 South 34th Street (in conjunction with PLAT2024-035). Detailed Outline of Requested Action: The applicant, Lynne Beaver, is requesting a Change of Zone from A-G Agriculture District to R-1 Single-Family District and a Preliminary/Final Plat (Stone Cliff Hills Estates) for one (1) residential lot at 2951 South 34th Street.

PLAT APPLICATION PLAT2024-035 – LYNNE BEAVER – SYNOPSIS: Preliminary and Final Plat to create one (1) residential lot at 2951 South 34th Street. Detailed Outline of Requested Action: The applicant, Lynne Beaver, is requesting a Change of Zone from

A-G Agriculture District to R-1 Single-Family District and a Preliminary/Final Plat (Stone Cliff Hills Estates) for one (1) residential lot at 2951 South 34th Street.

Present in Support:

- Thomas Stibal, representing the Applicant, 509 Armstrong Avenue, Kansas City, Kansas 66101.

Present in Opposition:

- No one appeared

Staff Recommendation starts at 1:01:23: Planning Director Hand stated that this case is heard in conjunction with BOZA2024-040 for lot width and anchorage variances, which was approved by the Board of Zoning Appeals earlier in the evening. PLAT2024-035 will split the parcel, creating a new lot to be zoned R-1 with the larger, remainder parcel remaining as A-G. The property is located in the PlanKCK Area. Staff received no letters in support or in opposition. There are no Notices of Violation. Staff recommends approval with conditions.

Motion starts at 1:03:36:

On motion by Mrs. Jones, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of COZ2024-033:**

Carson	Chairman
Straws	Not Present
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL Passed: 5 to 0

Subject to:

- 1. This City Planning Commission case is being heard in conjunction with BOZA2024-040. Any approval by the City Planning Commission or Board of Commissioners of this case, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2024-040 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;**
- 2. No containers or other construction material shall be kept on either lot;**
- 3. A cross-access easement shall be added to allow the shared driveway for the lots;**
- 4. Additional easements shall be added to the plat to address any existing**

utilities;

5. When the mylars are submitted to Staff to be recorded, submit the following fees:
 - a. \$32.00 per page payable to the Register of Deeds; and,
 - b. \$7.00 per lot payable to the Unified Treasurer;
6. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
8. All existing and future driveways must feature curb cuts that are constructed to UG standards;
9. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
10. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
11. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
12. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Motion starts at 1:03:44:

On motion by Mrs. Jones, seconded by Mr. Miller, the Planning Commission voted as follows to **APPROVE of PLAT2024-035:**

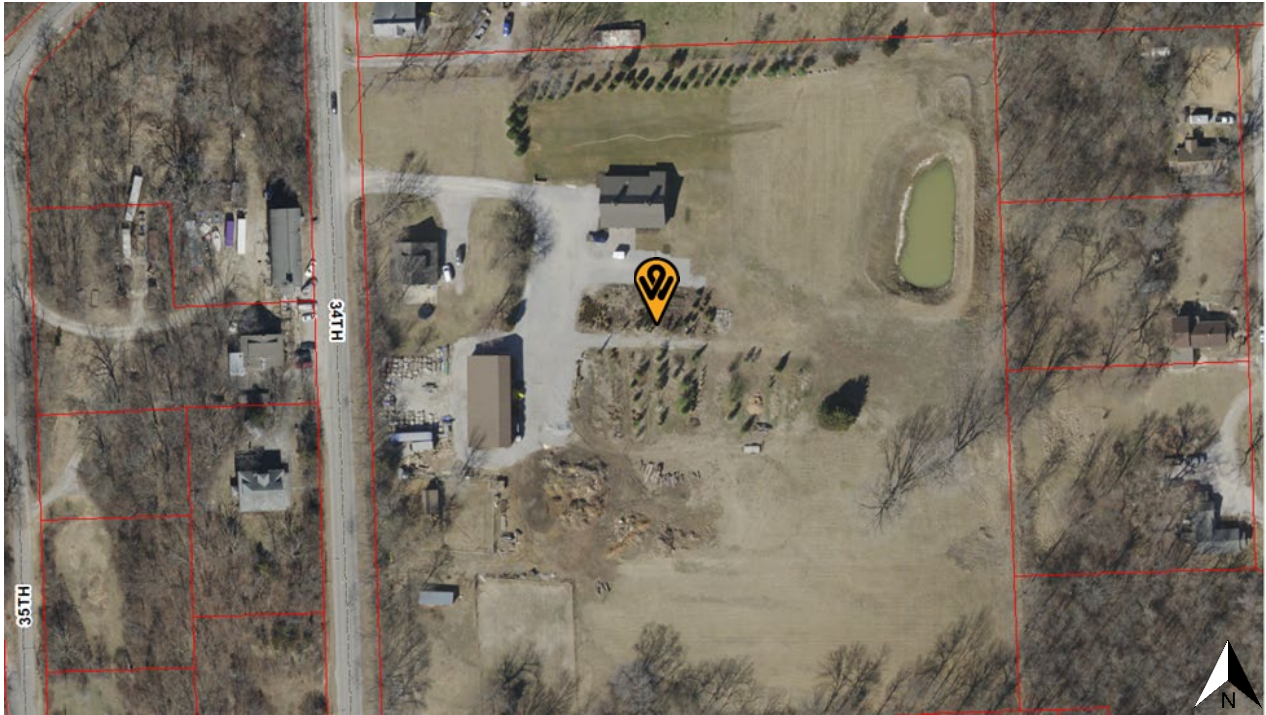
Carson	Chairman
Straws	Not Present
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to APPROVE passed: 5 to 0

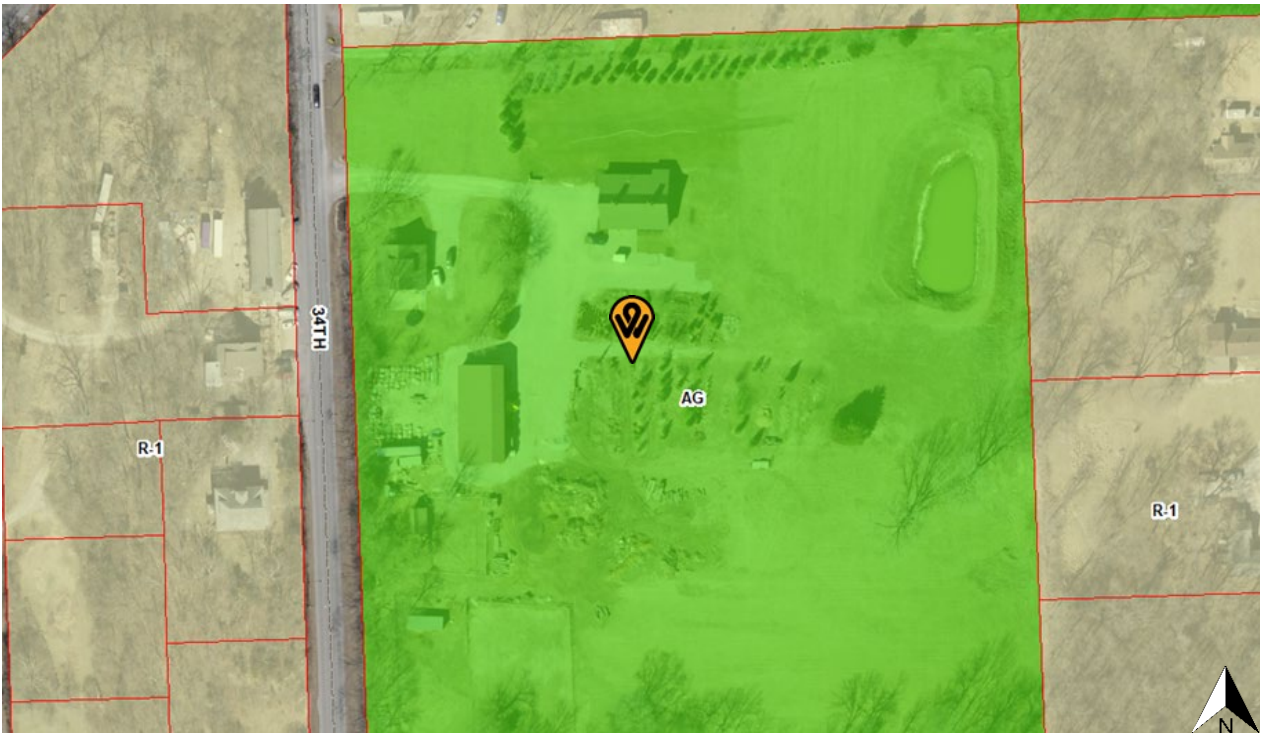
Subject to the above conditions.

ATTACHMENTS

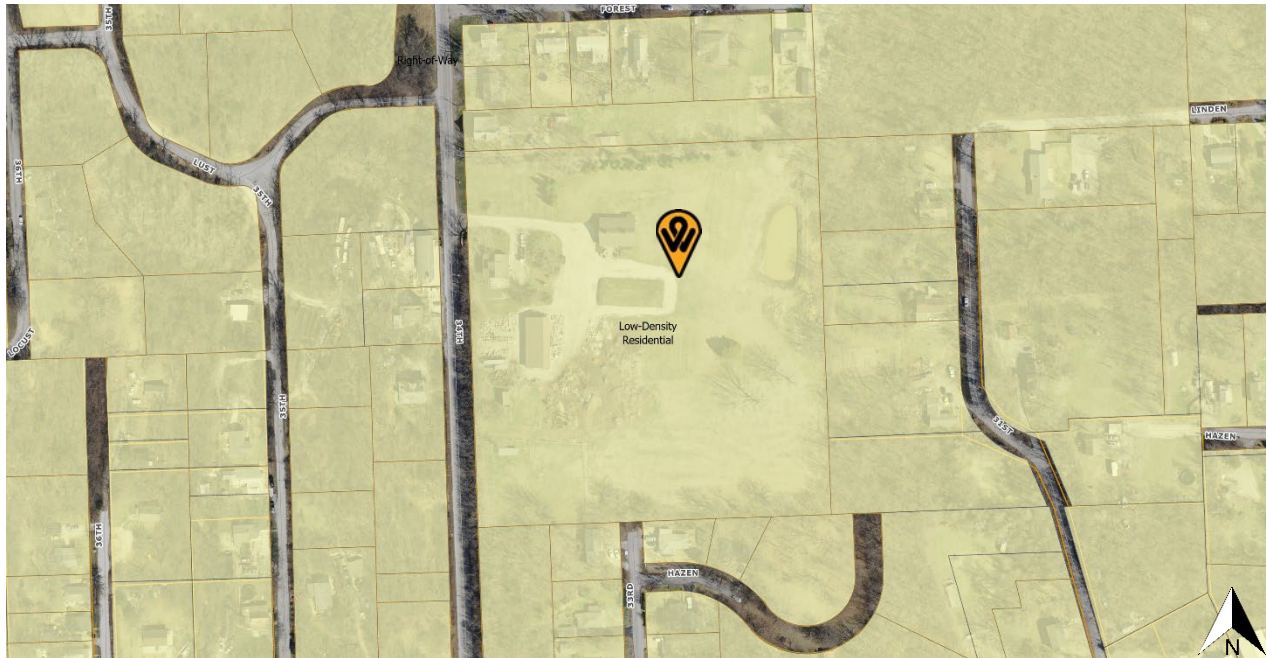
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



NEIGHBORHOOD MEETING MATERIALS

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)

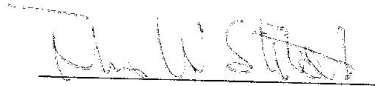
) SS:

COUNTY OF WYANDOTTE)

Comes now Thomas W. Stibal, of lawful age, sound mind and upon his oath states as follows:

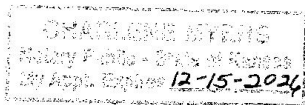
1. That I am the attorney for the applicant for Application COZ2024-033.
2. That I conducted a neighborhood meeting on November 21, 2024.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed on November 7, 2024, to the property owners on the list provided by the Planning and Urban Design Department.

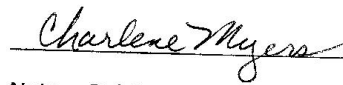
Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 25th day of November 2024

My commission expires 15th day of December, 2026.




Notary Public

COZ 2024-033

November 21, 2024 5:00 pm

2951 S. 34th St. KCK.

The meeting was scheduled to begin at 5:00pm but opened at 5:15 in order to give attendees more time to arrive. At 5:15 the meeting was opened with 3 neighbors, John Beaver, Lynne Beaver in attendance in addition to Thomas Stibal who conducted the meeting. A sign in sheet is attached to these minutes. No other invitees arrived during the course of the meeting.

The first order of business informed the attendees that COZ2024-033 would not be on the agenda for hearing at the December 9, 2024 planning commission meeting. The reason for that being that the U/G planning staff report indicated that a variance was needed in addition to the Change of Zoning request. Normal practice is that when both are required they proceed through the process together. Stibal also advised that he had already requested that the matter be continued until the Variance Application could be considered with COZ2024-033.

The attendees were provided with preliminary plat and the final plat printouts of the property as done by the surveyors. They were advised that the purpose was to create a separate residential zoned lot containing the single family home from the remaining agriculturally zoned property. The purpose in doing so was to make it possible for the owner to someday sell the single family lot or provide it to an heir, but to be able to maintain ownership of the remaining property that is zoned for agricultural use.

All the neighbors in attendance were specifically asked if they had objections to the proposed action. Those in attendance indicated that they not only had no objection, but were in support of the process.

The question was asked why it was necessary to also get a variance when the proposed action was so consistent with residential property lot sizes located between Merriam Lane and Shawnee Drive along S. 34th Street. Stibal advised them that the city had designated S. 34th Street as a minor connector and as such zoning code required 300 lineal feet of street frontage for a residential property along 34th street. The residents in attendance indicated that they thought that extending the lot all the way to the north boundary of the property, as advised by the planning staff, would not make the newly zoned residential lot fit into the neighborhood but it would be an anomaly. They indicated that they would prefer the smaller lot size, believing it would be more consistent with current neighborhood standards. It was also commented that with the additional land attached to the lot, if the house went on the market, it would increase the sales price and make it less affordable and more difficult to be purchased by an owner occupied buyer.

The meeting was adjourned at 5:40pm.



Thomas W. Stibal

NEIGHBORHOOD MEETING SIGN IN SHEET

2951 S. 34th St. COZ 2024-033 Application

November 21, 2024 Sign in

Name	Address
1. TOMAS STRAL	SOS ARMSTRONG WDR KCR
2. Lyane Beaver	2951 S 34 th St.
3. FRED HARMON	3303 FOREST AVE KCK 66106
4. Joi Mennington	3211 Forest Ave KCK 66106
5. Jon Bann	6302 S Hamond
6. Hannah Mennington	3211 Forest Ave KCK 66106
7.	
8.	
9.	
10.	

November 7, 2024

Thomas Stibal

509 Armstrong Ave.

Kansas City, Ks. 66101

SUBJECT: Neighborhood meeting for Stone Cliff Hill, LLC

2951 S. 34th St., Kansas City, Ks

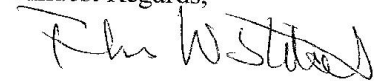
We have filed an application, number COZ2024-0033, with the Department of Urban Planning and Land Use. The purpose is to divide the property into two lots. The lot with the existing house will be rezoned to single family zoning. The remaining lot of over 9 acres will remain zoned for Agricultural uses. The current address of the property is 2951 South 34th Street, Kansas City, Kansas.

We are having a neighborhood meeting at the main barn at:
2951 S. 34th St. Kansas City, Ks. on Thursday, November 21, 2024
at 5:00 pm.

The purpose of the meeting is to explain the proposal and to address any questions or concerns that you may have. A surveyors plan will be provided for you to view.

We look forward to seeing you at the meeting. If you are unable to attend, please send written questions or comments to the address, email address, or fax number listed below by November 21, 2024, and your questions or comments will be responded to in writing. Phone calls will also be responded to verbally in that time frame.

Kindest Regards,



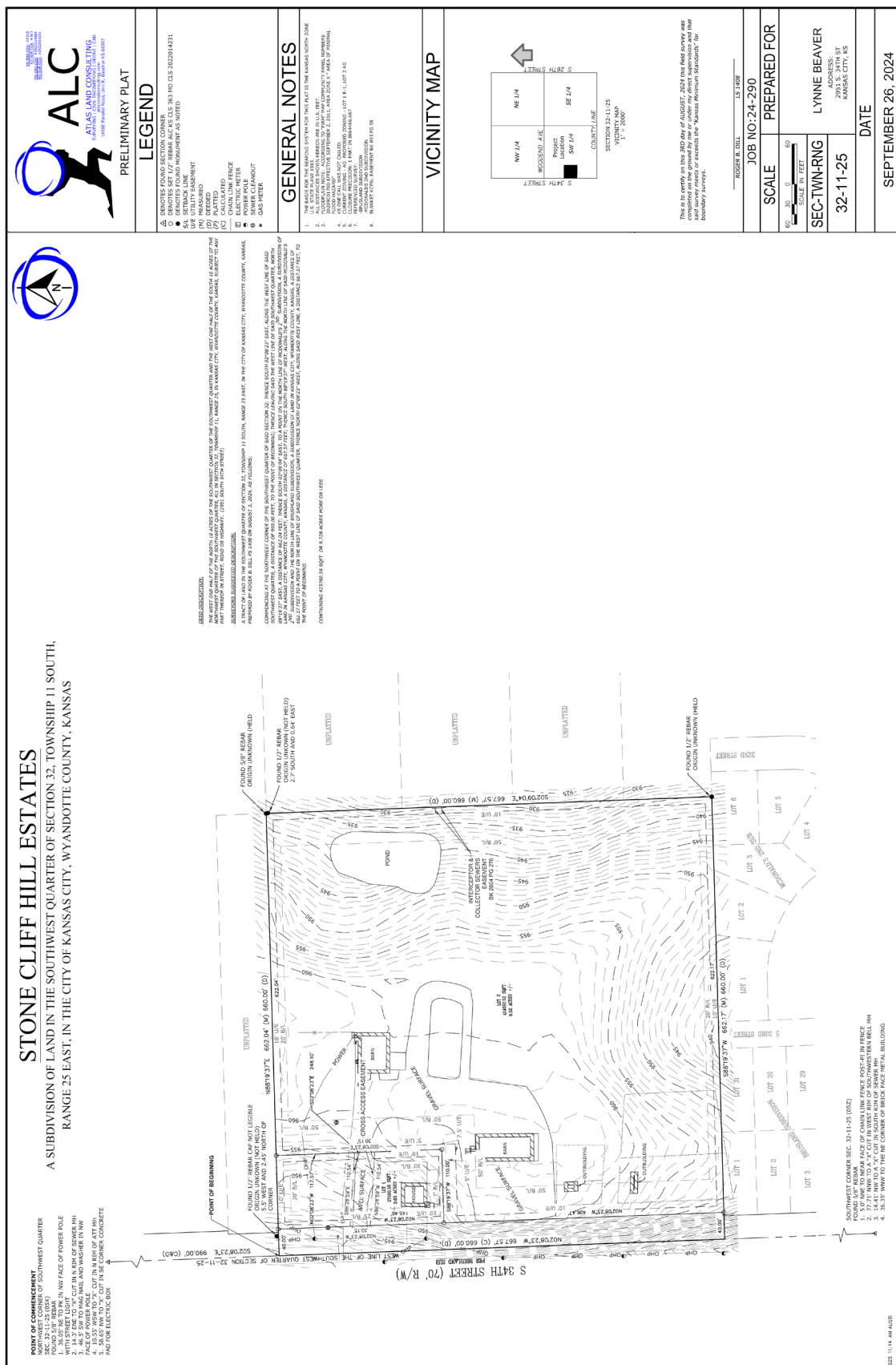
Thomas W. Stibal

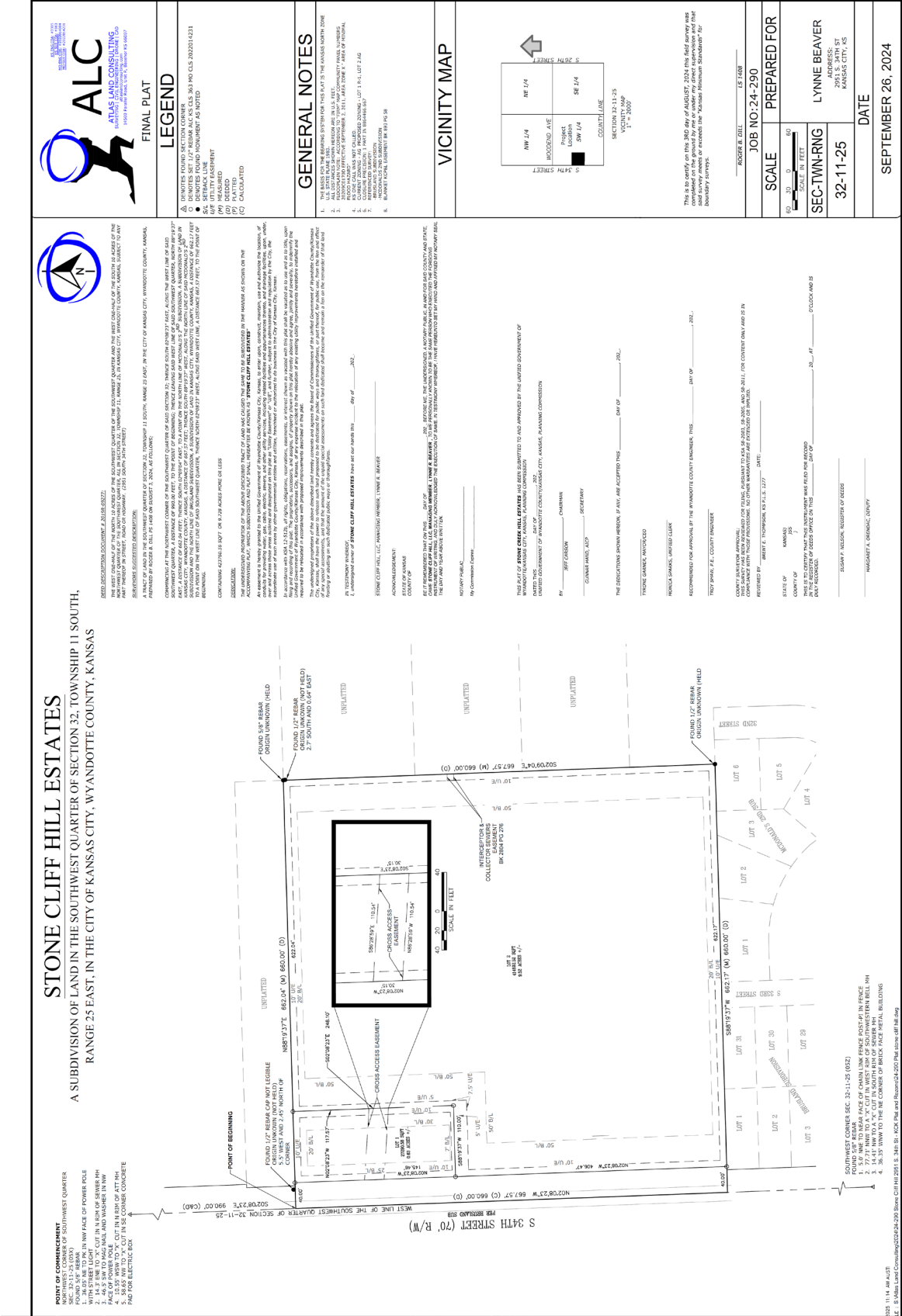
stibalthomas@gmail.com

509 Armstrong Ave.

Kansas City, Kansas 66101

COZ2024-033 Stone Cliff Hills Estates





SITE PHOTOS, TAKEN BY STAFF, DATED NOVEMBER 15, 2024





Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-004**

GENERAL INFORMATION

Applicant Information:

Adam and Laura Johnson
Property Owner
3030 South 63rd Street
Kansas City, Kansas 66106

Subject Property:

3030 South 63rd Street
Kansas City, Kansas 66106

Requested Action and Purpose:

Approval of a Renewal of a Special Use Permit to keep a maximum of 25 fowl on the property. The previous Special Use Permit expired June 2, 2024.

Commission Districts:

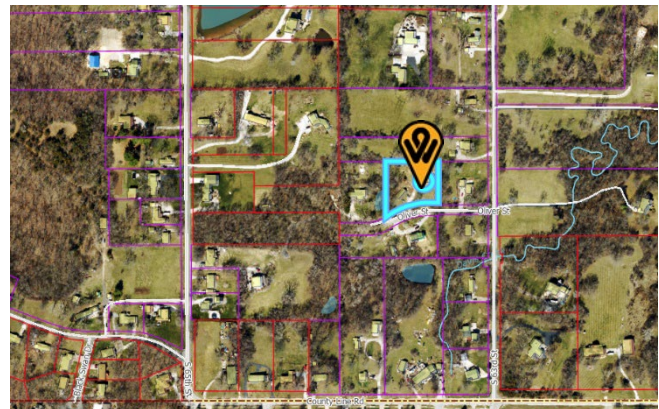
At-Large Commissioner, District #2:
Tom Burroughs
District #6 Commissioner:
Philip Lopez

Existing Zoning District(s):

R-1 Single Family District

Plan Area:

PlanKCK Comprehensive Plan





	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single-family residence
South	R-1 Single Family District	Single-family residence
East	R-1 Single Family District	Large lot single-family residence
West	R-1 Single Family and A-G Agriculture District	Large lot single-family homestead with agricultural uses

Total Tract Size: 1.00 Acre

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Rural Residential which is designed for large-lot single-family homes without agriculture uses. Residential development of these parcels should work with the natural terrain of the site to be functionally compatible with their rural setting and maximize open space and the preservation of wildlands. Density requirement is one (1) dwelling per three (3) acres.

Major Street Plan: The goDotte County-Wide Mobility Strategy designates South 63rd Street as a Local Street.

Parking Requirement: Per Section 27-454(e) two (2) off-street parking spaces are required, one (1) of which must be a garage or carport. The property is currently undergoing a renovation, which includes a two (2) car garage, meeting this requirement. There is an additional detached garage that provides two (2) covered tandem parking spaces that the applicant utilizes for equipment and material storage.

Landscaping Requirement: Per Section 27-700(a) one (1) shade tree per dwelling unit is required in the front corner or side yard and one (1) tree for each 7,000 square feet is required. The property is 43,992 square feet requiring seven (7) trees. The property has an orchard and numerous trees, meeting this requirement.

Advertisement:	<u>The Wyandotte Echo</u> – February 13, 2025 <u>Letters to Property Owners</u> – February 14 and March 21, 2025
Public Hearing(s):	April 14, 2025 and May 1, 2025
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Adam and Laura Johnson, are requesting a Special Use Permit to keep 25 fowl as part of an urban farmstead at 3030 South 63rd Street. This is the applicant's first Special Use Permit renewal. Currently, 25 fowl (chicken) are permitted and the applicants keep an orchard.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. The current property owner has received no noise or disturbance complaints.

Building, Zoning, or Code Enforcement Complaints:

1. The subject property has numerous previous violations as late as 2017, however, they all occurred prior to the applicants' purchase and renovations. The property was rebuilt from fire damage in 2011.

Outstanding or Related Permit and Cases:

1. 2024: RES24-0199: Residential Renovation (in process)
2. 2024: GRD24-0043: Grading and Excavation (in process)
3. 2024: MEC24-0088: Mechanical Permit (in process)
4. 2011: Prior building permits post fire (previous ownership)

Previous Planning Actions:

1. 2022: SP2022-026: Special Use Permit for Additional Chickens/Fowl (approved)
2. 2022: BOZA2022-010: Variance for Accessory Structure in Front Yard (approved)

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The neighborhood is rural and agricultural in character. Lots are average for rural densities and range from one (1) to twenty (20) acres, with the majority of lots being one (1) or five (5) acres. The streets are mostly asphalt and driveways are often asphalt or gravel drive with no sidewalks. Lots show minimal improvements and large mature trees and dense timber stand buffers, retaining a rural feel. Adjacent property owners enjoy similar agricultural uses. The property is one (1) block north of County Line Road.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.*

The zoning and uses are set out above. The subject property is surrounded primarily by R-1 Single Family Zoning and A-G Agricultural Zoning Districts. Neighbors have large lots and also benefit from the enjoyment of agricultural activity. The keeping of fowl and small-scale livestock is consistent with the rural and agricultural uses of other nearby properties. The proposed use is compatible if properly managed.

3. *The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?*

This property is suitable for use as a single-family home in a rural or agricultural setting. The property could be suitable for the care or keeping of large numbers of fowl if properly managed. Removal of the restrictions that require a Special Use Permit for such activities has the potential to create issues that may be detrimental to nearby property owners such as odor, noise, pests, or soil contamination if not properly managed.

4. *The length of time the property has remained vacant as zoned.*

The property is not vacant. The property was damaged during a fire in 2011 and was rebuilt during 2011 and 2012, in which the property remained a rental. The applicant is the new owner of the property as of 2021.

5. *The degree of conformance of the proposed use to the Comprehensive Plan.*

Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates this property as Rural Residential which allows for large-lot single-family residential uses, but without agriculture. The proposed use conforms to the Comprehensive Plan with a Special Use Permit.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use has no potential to increase vehicular traffic on South 63rd Street, as there are no proposed retail sales or increases in expected building occupancy outside of family members currently living at the property.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use is not considered a convenience to the public as the farm goods are generally for private consumption. There is some welfare use, as the applicants donate excess food to those in need through their local church. If managed properly, the continued care and keeping of fowl or small-scale livestock on the property will not substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property as the proposed activity is similar in nature to neighboring properties in an already built-out rural neighborhood.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for nearby property.*

Noise is an issue that is related to the care or keeping of fowl if roosters are present. There have not been any noise complaints to date with the current applicant, as they have adhered to their advised permit requirements which includes no roosters to be kept on site. Vibration, dust, or illumination are not typically related to the care and keeping of fowl or small-livestock and are ostensibly not considered to be a problem for nearby property owners. The current gravel driveway could contribute to dust, however it is required to be upgraded to asphalt or concrete once the renovation is completed.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use will not pollute the air, land, or water if properly managed. The applicants have adhered to a 3-step composting system to incorporate proper waste management and soil preservation techniques as part of their conservation plan as developed with staff.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use will not damage or destroy an irreplaceable natural resource if properly managed.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain or loss to public health, safety, and welfare is likely to be negligible as the fowl and farm goods are for private consumption. There is some gain to public health as the applicants donate excess production to the food insecure through their church. If denied, the landowner could not maintain the expanded number of fowl allowed on the property, requiring additional grocery purchasing and the loss of the ability to expand homestead activity. The applicant utilizes agricultural for not only a majority of the groceries, but also as an engagement activity for an elderly family member.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant has maintained the proposed use as originally proposed and according to previous conditions of approval. The applicant has had frequent check-in calls with staff to verify soil conditions are maintained, obtained permits for proposed building renovations, and there have been no known complaints from neighbors.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use will not create issues of overcrowding or cause undue concentrations of population as it operates on private property without retail use or any increase in occupancy within the residence other than immediate family.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in person on March 31, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Conservation Plan
Neighborhood Character
Zoning
Noise, Odor, Dust
Waste Disposal
Screening and Buffering
Agricultural Activity
Building Permits
Right-of-Way Permit

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-004**, for five (5) years, subject to:

1. All animals must be registered with Animal Control;
2. The number of fowl is limited to 25, with no roosters permitted;
3. Composting efforts for waste shall be continued;
4. The missing plumbing and electrical permits shall be obtained for the contractor if required by building inspections;
5. Should any eggs, meat, or produce be sold, it must be sold directly to the consumer and follow the guidelines of MF3138 as updated February 2025 or latest revision thereto;
6. Should any processing beyond initial harvest occur for food stuffs and these items be desired to be sold direct to consumer, an expansion of this Special Use Permit for food processing shall be required, unless otherwise an expanded permitted use under Home Occupation Accessory Use Ordinances;
7. Per Section 27-593(a)(10)a, fowl must be kept no closer than 25 feet to the nearest portion of any building occupied by or in any way used by human beings, other than the dwelling occupied by the owner or keeper of the animals or fowl, or closer than 10 feet to the property line of the lot.
8. When the building renovation is completed, the driveway must be restored to asphalt or concrete in accordance with UG Standards;
9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
10. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
11. All existing and future driveways must feature curb cuts that are constructed to UG standards;
12. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
13. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The

property may also be subject to enforcement actions and administrative citations;

14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
15. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and
17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-004** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes

Aerial Imagery
 Zoning Map
 Land Use Map
 Applicant Provided Photo
 Applicant Provided Site Plan – 2022
 Applicant Provided Site Plan – 2025
 Building Permit Elevation
 Site Staff Site Visit Photos Dated January 29, 2025
 Neighborhood Meeting Information

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT: Kallie McLaughlin, Planner, Floodplain Administrator
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-004** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-004**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 2:50:43:

SPECIAL USE PERMIT APPLICATION SP2025-004 –ADAM AND LAURA JOHNSON
– SYNOPSIS: Special Use Permit to keep animals at 3030 South 63rd Street. Detailed Outline of Requested Action: The applicants, Adam and Laura Johnson, are requesting a

Special Use Permit to keep 25 fowl as part of an urban farmstead at 3030 South 63rd Street. This is the applicant's first Special Use Permit renewal. Currently, 25 fowl (chicken) are permitted and the applicants keep an orchard.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners;

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Adam Johnson, Applicant, 3030 South 63rd Street, Kansas City, Kansas 66106
- Laura Johnson, Applicant, 3030 South 63rd Street, Kansas City, Kansas 66106

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:52:49: Planning Director Hand stated that this application is for a Special Use Permit for up to 25 fowl. The previous Special Use Permit on the property has lapsed. The property is located in the PlanKCK Comprehensive Area in the Turner neighborhood. Staff received no letters in support or in opposition. There are some older Notices of Violation on the property, which have all been rectified. Staff recommends approval with conditions for five (5) years.

Motion starts at 2:53:35:

On motion by Mrs. Jones, seconded by Mr. Straws, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-004 for five (5) years:**

Carson	Chairman
Straws	Aye
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL passed: 6 to 0

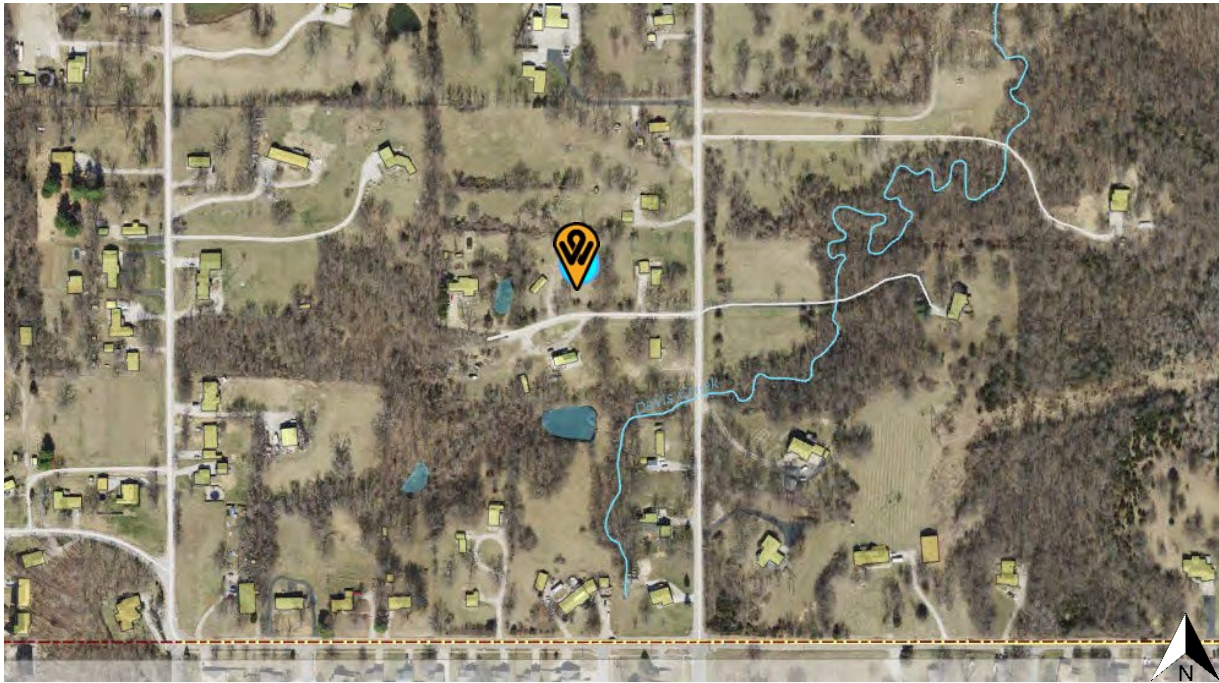
Subject to:

- 1. All animals must be registered with Animal Control;**
- 2. The number of fowl is limited to 25, with no roosters permitted;**
- 3. Composting efforts for waste shall be continued;**
- 4. The missing plumbing and electrical permits shall be obtained for the contractor if required by building inspections;**
- 5. Should any eggs, meat, or produce be sold, it must be sold directly to the consumer and follow the guidelines of MF3138 as updated February 2025 or latest revision thereto;**
- 6. Should any processing beyond initial harvest occur for food stuffs and these items be desired to be sold direct to consumer, an expansion of this Special Use Permit for food processing shall be required, unless otherwise an expanded permitted use under Home Occupation Accessory Use Ordinances;**
- 7. Per Section 27-593(a)(10)a, fowl must be kept no closer than 25 feet to the nearest portion of any building occupied by or in any way used by human beings, other than the dwelling occupied by the owner or keeper of the animals or fowl, or closer than 10 feet to the property line of the lot.**
- 8. When the building renovation is completed, the driveway must be restored to asphalt or concrete in accordance with UG Standards;**
- 9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
- 10. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
- 11. All existing and future driveways must feature curb cuts that are constructed to UG standards;**
- 12. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
- 13. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**

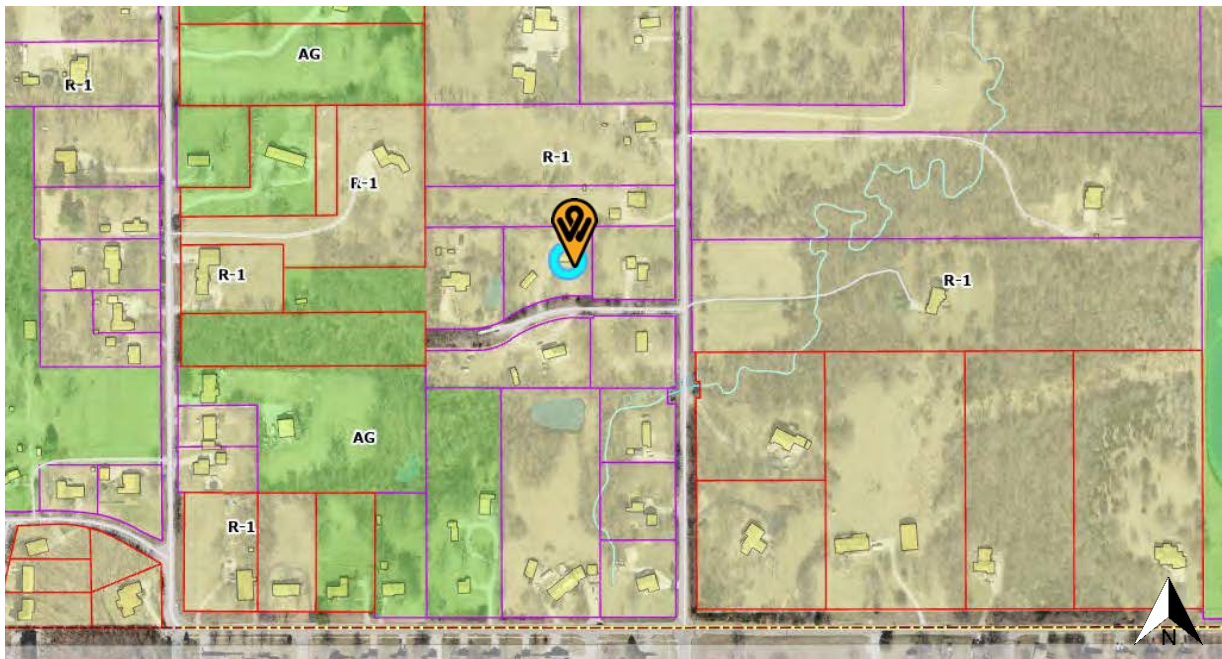
- 14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;**
- 15. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;**
- 16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and**
- 17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

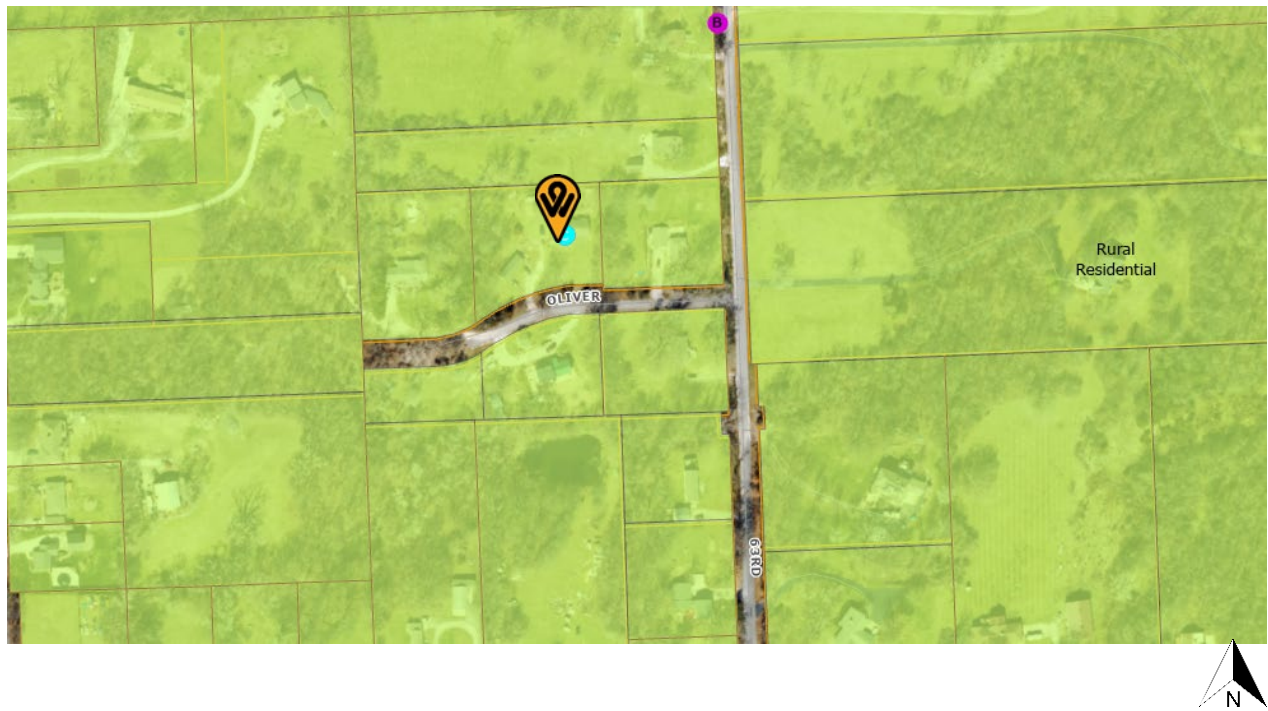
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



APPLICANT PROVIDED PHOTO



3030 S 63rd St - Johnson Site Map - Coop and Compost Plan

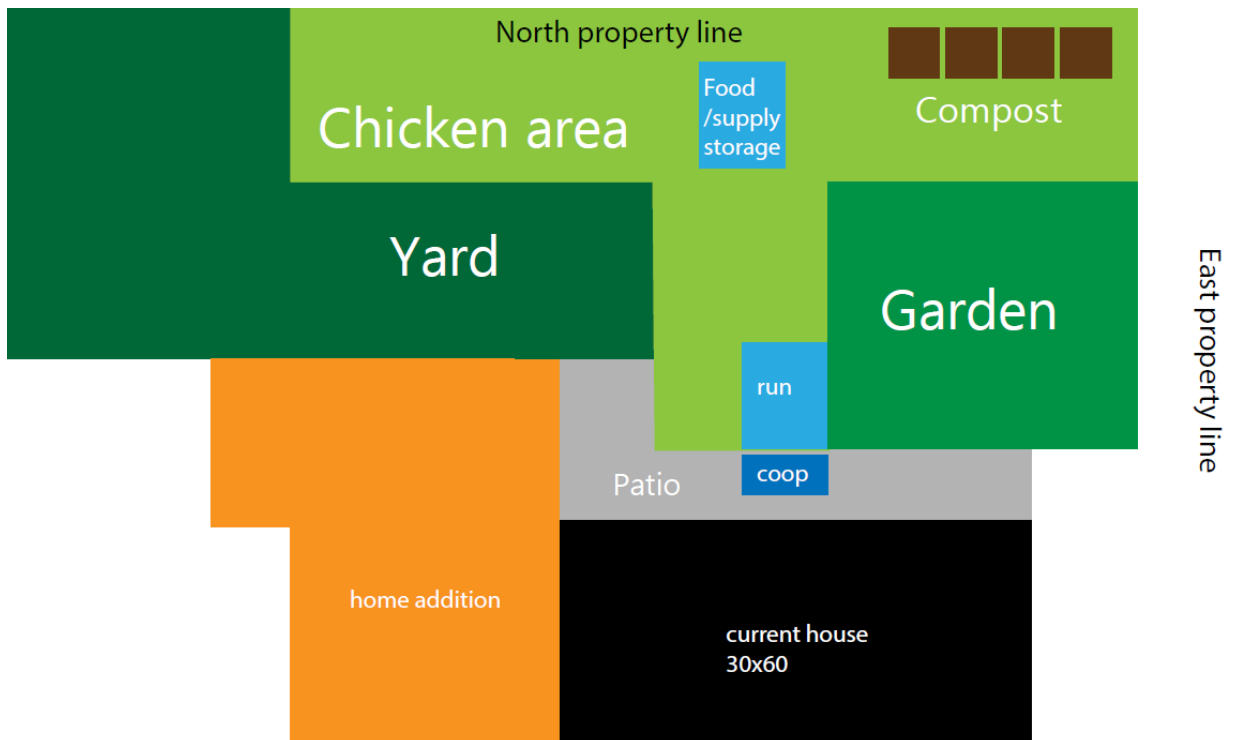
CURRENT set up will support 10-15 fowl:
32 sq ft coop : 4' wide x 8' long x 5' high
8x12 ft run
roughly 50x60 ft garden area for them to free range



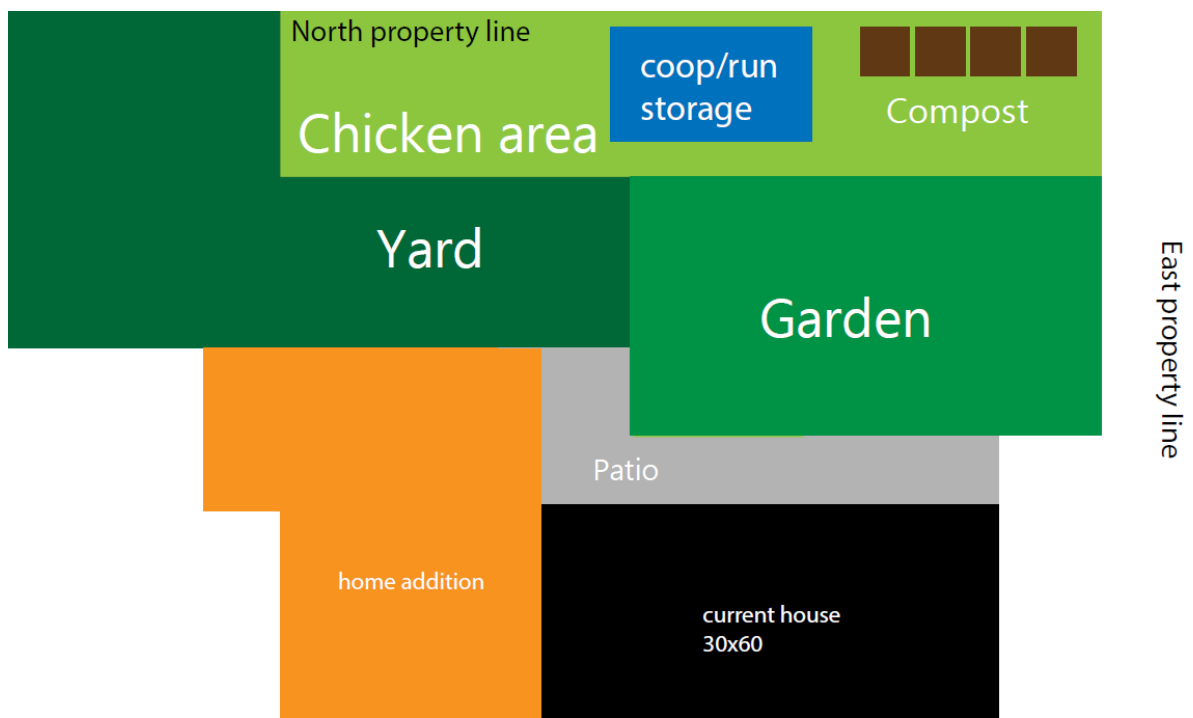
FUTURE set up will support up to 25 fowl:
2 32 sq ft coops : 4' wide x 8' long x 5' high
10x20 ft run
roughly 40x50 ft food forest for them to free range, having shelter under the fruit trees and berry bushes we will begin planting this year



APPLICANT PROVIDED SITE PLAN - 2025



Present Setup



Future Setup

BUILDING PERMIT ELEVATION









NEIGHBORHOOD MEETING INFORMATION

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

Comes now Laura Johnson, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-004.
2. That I conducted a neighborhood meeting on March 31, 2025.
3. The notice to nearby property owners was sent on March 16, 2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Laura Johnson
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 3rd day of April, 2025.

My commission expires 10th of March, 2025.

[Signature]
Notary Public



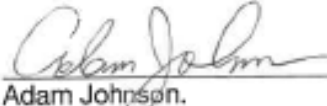
NEIGHBORHOOD MEETING INFORMATION

Adam & Laura Johnson
3030 S 63rd St
Kansas City, KS 66106

Neighborhood Meeting Affidavit

We conducted the meeting on March 31, 2025 from 6:00pm - 6:30pm. We had no attendees and no questions or contact from anyone we sent letters to.

We were prepared to share photos, talk about our plans and answer any questions they would have.

 4/2/25
Adam Johnson. Date

 4/2/25
Laura Johnson. Date

Notary:



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: Special Use Permit Petition SP2025-008

GENERAL INFORMATION

Applicant Information:

Tom Giefer
Owner
Kansas Heavy Construction DBA
G & G Holdings
19501 State Avenue
Tonganoxie, Kansas 66086

Subject Property:

7241 Kaw Drive
Kansas City, Kansas 66111

Requested Action and Purpose:

Approval of the renewal of a Special Use Permit for Stockpiling, Processing, and Crushing of Concrete Materials (expired March 9, 2025).

Commission Districts:

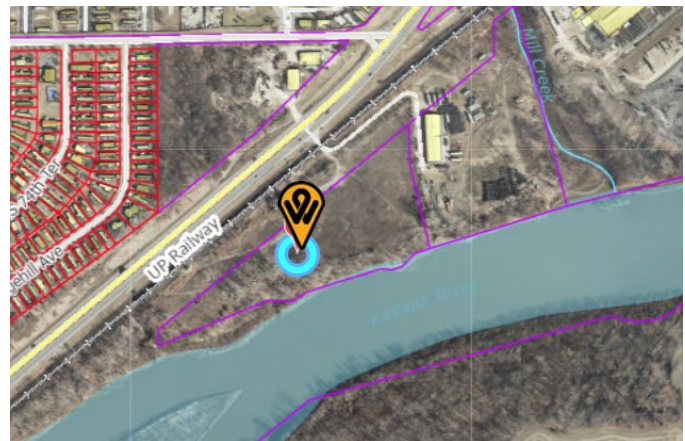
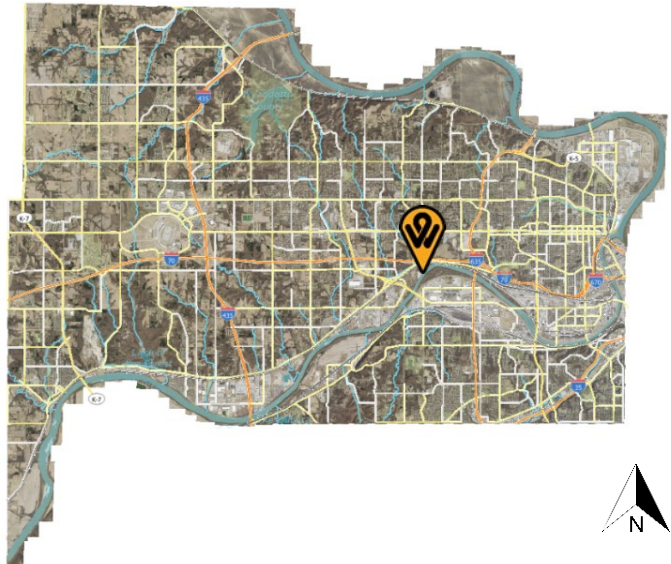
At-Large Commissioner, District #2:
Tom Burroughs
District #6 Commissioner:
Philip Lopez

Existing Zoning District(s):

M-3 Heavy Industrial District

Plan Area:

PlanKCK Comprehensive Plan



	Adjacent Zoning	Adjacent Uses
North	M-2 General Industrial and R-1 Single Family Districts	Fleet Trailer Rental Company with Undeveloped Open Space
South	None	Kansas River
East	M-3 Heavy Industrial and R-1 Single Family Districts	Industrial Sandblasting Company, Open Space
West	RP-M Planned Mobile Home Park District	Riverview Estates Mobile Home Park

Total Tract Size: 9.32 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Industrial, which allows for small, medium and large-scale industrial processing, manufacturing and outdoor storage. These uses are often the most intensive uses characteristic of heavy truck traffic, excessive noise, and potentially noxious impacts.

Major Street Plan: The goDotte Countywide Strategic Mobility designates Kaw Drive as a Major Arterial Street, a Class A Thoroughfare.

Landscaping Requirement: Per Section 27-470, all land area that is not covered by buildings or otherwise surfaced shall be brought to a finished grade and landscaped. Six (6) foot high architectural screening in combination with a buffer area is to be provided along side and rear property lines across from residentially zoned property. A timber stand buffers the property from the river and adjacent property, although it does not meet the standard for the mix-zoned property to the east.

Advertisement: The Wyandotte Echo – March 20, 2025
Letters to Property Owners – March 21, 2025

Public Hearing(s): April 14, 2025 and May 1, 2025

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Tom Giefer with G & G Holdings DBA Kansas Heavy Construction, is requesting the renewal of a Special Use Permit to continue to operate a material stockpile and processing operation. This is the second renewal of their Special Use Permit, which expired March 9, 2025.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. 2022 – Traffic Accident – fatality.
2. 2022 – Accident with minor injuries.
3. 2021 – 110521 – accident with minor injuries.
4. 2019 – Traffic Accident – fatality.

Building, Zoning, or Code Enforcement Complaints:

1. 2019: 19215-00028 – Operating of Gravel Recycling Site with violations (Closed).
2. 2016: 16395-00107 – Stop Work Order – Dirt Work with No Erosion Control.
3. 2008 – KDHE Complaint C410572641– Abandoned Trailer Leaking Oil/contaminates – Remediation Effort Withdrawn by Owner (prior owner).

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. 2022: SP-2022-061: Special Use Permit for Material Stockpiling, Crushing, and Processing (Approved).
2. 2019: SP-2019-111: Special Use Permit for Material Stockpiling, Crushing, and Processing (approved).
3. 2019: 2337 - Administrative Appeal of conditions of a Special Use Permit (Withdrawn).

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Muncie-Stony Point Statistical Neighborhood and is situated along the Kansas River. A frequently utilized Union Pacific Railway Line runs between the subject property and Kaw Drive. The neighborhood is a mix of industrial, agricultural, heavy commercial, and residential uses and an industrial use related to construction is not out of the ordinary for the area.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.*

The zoning and uses are set out above. The subject property is directly surrounded by industrial uses. Residential uses across Kaw Drive are buffered by the highway and agriculture uses are buffered by the Kansas River to the south. These features provide substantial buffers from less intense uses. The adjacent property at 7259 Kaw Drive has been listed as a Superfund Site although not in active remediation, and has known leaking storage tanks, possibly contaminating the soil beneath the surface at the subject property. Therefore, it is expected that these uses are compatible with the uses of adjacent properties.

3. *The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?*

The proposed use is only somewhat suitable for the subject property. The contamination from nearby uses and shape of the property, as limited by its natural and man-made boundaries, makes formal development difficult. The proposed use at this property is limited due to the frequency of traffic trips to and from the property, which require drivers to cross the Union Pacific Railroad line and merge onto Kaw Drive, proving dangerous for motorists at the intersection. A use at the property that required less frequent traffic or trips to the property would reduce the interaction with traffic and frequency of crashes. The property has some additional limitations as it borders the Kansas River and includes area that is within the Special Flood Hazard Area (SFHA). The boundaries of the SFHA limit the uses at the property, including material storage and processing, and aeriels demonstrate that the applicant has encroached into the SFHA, possibly affecting nearby owners in the case of a flood or high water event. If properly managed, it should not detrimentally affect nearby property owners, however it is likely that it will affect the operation of the subject property.

4. *The length of time the property has remained vacant as zoned.*

The subject property is not vacant and has been utilized for this use since it was licensed in 2017.

5. *The degree of conformance of the proposed use to the Comprehensive Plan.*

Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Industrial, which allows for small, medium and large-scale industrial processing, manufacturing and outdoor storage. These uses are often the most intensive uses characteristic of heavy truck traffic, excessive noise, and potentially noxious impacts. The characteristics of this operation align with the PlanKCK

Comprehensive Plan's description of allowed uses and activities with a Special Use Permit.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use does not increase vehicular traffic beyond the capacity of Kaw Drive, a Major Arterial Street, however the access road from Kaw Drive to the subject property does not appear to give substantial distance between Kaw Drive and the train tracks in a way that supports traffic safety. During the staff-conducted site visit to the property, staff spoke with UP Railway contractors who were upgrading signal relay and railroad tracks at the property to assist with mitigating safety concerns after the prior accident in 2022, although it was unclear if these signal relays will provide site control directly in front of the subject property. This also does not alleviate the short distance between Kaw Drive and the tracks, in which traffic congestion may occur in a way not experienced by smaller, non-construction vehicles. Previous conditions of approval include steps to mitigate traffic impacts to the subject property, but it is unclear that they have been adequately implemented.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use is not reasonably necessary for the convenience or welfare of the public, as it is for the use of a private construction company's activities. It is not determined to substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property, as adjacent properties along Kaw Drive utilize similar activity.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Noise, vibration, and illumination are not foreseen to be issues created for nearby property, as adjacent industrial uses in this district utilize similar activities. Although residences lie to the north, it is expected that the construction activities occur in the daytime during typical work hours, and there is substantial noise from Kaw Drive traffic that may supersede any noise from the construction activity across from it. The primary concern at this property is the dust that does occur from the crushing activity which may impact the visibility of drivers and employees as well as impact localized air quality for adjacent residents and businesses. Dust can be mitigated by a watering plan and maintaining adequate landscaping. The applicant has provided evidence of third-party testing that certifies the air quality remains at an opacity meeting the Environmental Protection Agency's Visible Emissions performance requirements to maintain their state construction permits and licensure.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use may pollute the air as dust is an operationally-based externality of the proposed use. Additionally, the southeast edge of the property borders the Kansas River, which places the property in the SFHA. A Letter of Map Amendment and Revision has been provided, although some parts of the property remain in the SFHA. The applicant has not been shown to provide adequate control measures to prevent operating within the SFHA, and as the equipment and materials are not anchored nor readily removable, they may attribute damage in the case of a water event.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use has the propensity to damage or destroy an irreplaceable natural resource. The former timber stand has been reduced and cleared to provide for additional site development, and the reduction of mature trees may contribute to erosion along the bank of the Kansas River. When combined with ineffective methods of boundary material retention, it is likely that the Kansas River will be affected. Staff has provided additional methods for repairing these boundaries in the staff comments.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain to public health, safety and welfare is negligible, as this is a private development. There is some propensity for a loss of public safety as demonstrated by traffic incidents. If denied, the property owner may not use the property for material processing and stockpiling, however, they can still utilize the property for other construction related purposes or sell the property.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant has somewhat maintained the proposed use as originally proposed and previous conditions of approval. The proposed activity hasn't changed, however the applicant has not maintained a substantial buffer around the SFHA, resulting in erosion to the bank of the river. It appears that the water truck has remained on site to assist with dust mitigation. Other conditions of approval have been initiated to various degrees. It was unclear to staff if the applicant had made any street signage improvements due to the work of the Union Pacific Railroad on-site.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use is not expected to result in overcrowding or land or undue concentrations of population because it is largely open space use with a minimal number of employees on-site.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at the West Wyandotte Library at 1737 North 82nd Street on March 25th at 6:00 P.M. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Dust Mitigation
Traffic
Floodway
Erosion
Accessibility
Railway Crossing

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-008**, for one (1) year, subject to:

1. Pertaining to development in this section, “development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials;
2. Per Section 27-552 (a)(5)(a-b) The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;
3. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
4. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site

- waste disposal systems be located so as to avoid impairment or contamination from them during flooding;
5. The applicant shall place “Texas Barriers” or “Jersey Barriers” to form a retaining wall to block the SFHA from encroachment, with boundary marking to be completed by a Kansas Licensed Survey or Engineer;
 6. Any dead, dying, or otherwise unhealthy landscaping shall be planted along the Kansas River edge to mitigate erosion;
 7. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
 8. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
 9. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure

- to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 15. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
 16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and
 17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-008** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes

Aerial Imagery
Zoning Map
Land Use Map
SFHA Map – 2024 Aerial
Aerial Erosion Indicators
Emission Test Summary
Staff Report Responses
Neighborhood Meeting Information
LOMA Map Revision
Staff Site Visit Photos Dated March 18, 2025

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT: Kallie McLaughlin, Planner, Floodplain Administrator
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-008** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-008**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

I will now read the items on the **Consent Agenda**:

CONSIDERATION OF THE MARCH 10, 2025, PLANNING COMMISSION MINUTES.

SPECIAL USE PERMIT APPLICATION SP2025-008 –TIM GIEFER WITH KANSAS HEAVY CONSTRUCTION – SYNOPSIS: Renewal of a Special Use Permit for stockpiling and movement of materials for a rock crushing and gravel operation at 7241 Kaw Drive. Detailed Outline of Requested Action: The applicant, Tom Giefer with G & G Holdings DBA Kansas Heavy Construction, is requesting the renewal of a Special Use Permit to continue to operate a material stockpile and processing operation. This is the second renewal of their Special Use Permit, which expired March 9, 2025.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items? No one responded in the affirmative.

Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo for the Special Use Permits; and,
7. The Notices to property owners;

The Commission will vote to approve in one vote these items unless someone requests that an item be removed from the Consent Agenda.”

Chairman Carson asked if anyone wanted to remove an item from the Consent Agenda.

Mark Rowe, 11255 Leavenworth Road, Kansas City, Kansas 66109, requested PR2025-005 be removed from the Consent Agenda.

On motion by Mrs. Jones, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL** of the remaining Items on the Consent Agenda:

Carson	Chairman
Straws	Not Present
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL passed: 5 to 0

Subject to:

SP2025-008:

- 1. Pertaining to development in this section, “development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials;**
- 2. Per Section 27-552 (a)(5)(a-b) The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;**
- 3. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:**
 - e. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;**
 - f. Construction with materials resistant to flood damage;**
 - g. Utilization of methods and practices that minimize flood damages;**
 - h. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;**
- 4. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding;**
- 5. The applicant shall place “Texas Barriers” or “Jersey Barriers” to form a retaining wall to block the SFHA from encroachment, with boundary marking to be completed by a Kansas Licensed Survey or Engineer;**
- 6. Any dead, dying, or otherwise unhealthy landscaping shall be planted along the Kansas River edge to mitigate erosion;**
- 7. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
- 8. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780**

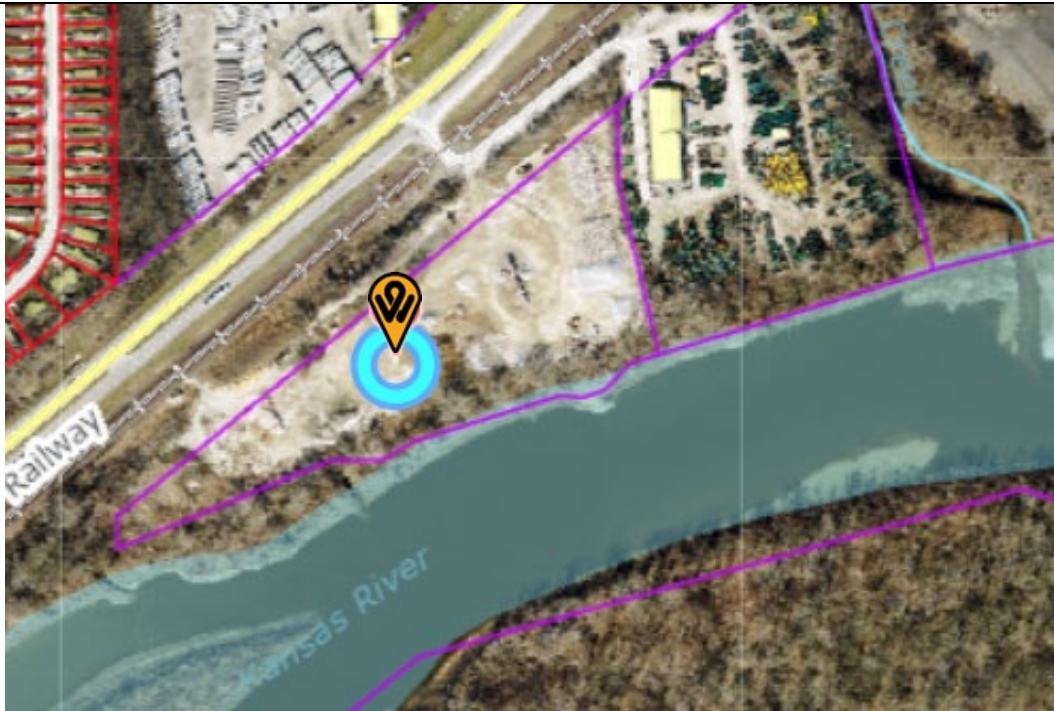
- or businesslicense@wycokck.org;
9. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
 14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 15. The Special Use Permit shall be valid for one (1) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the

renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

- 16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and**
- 17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



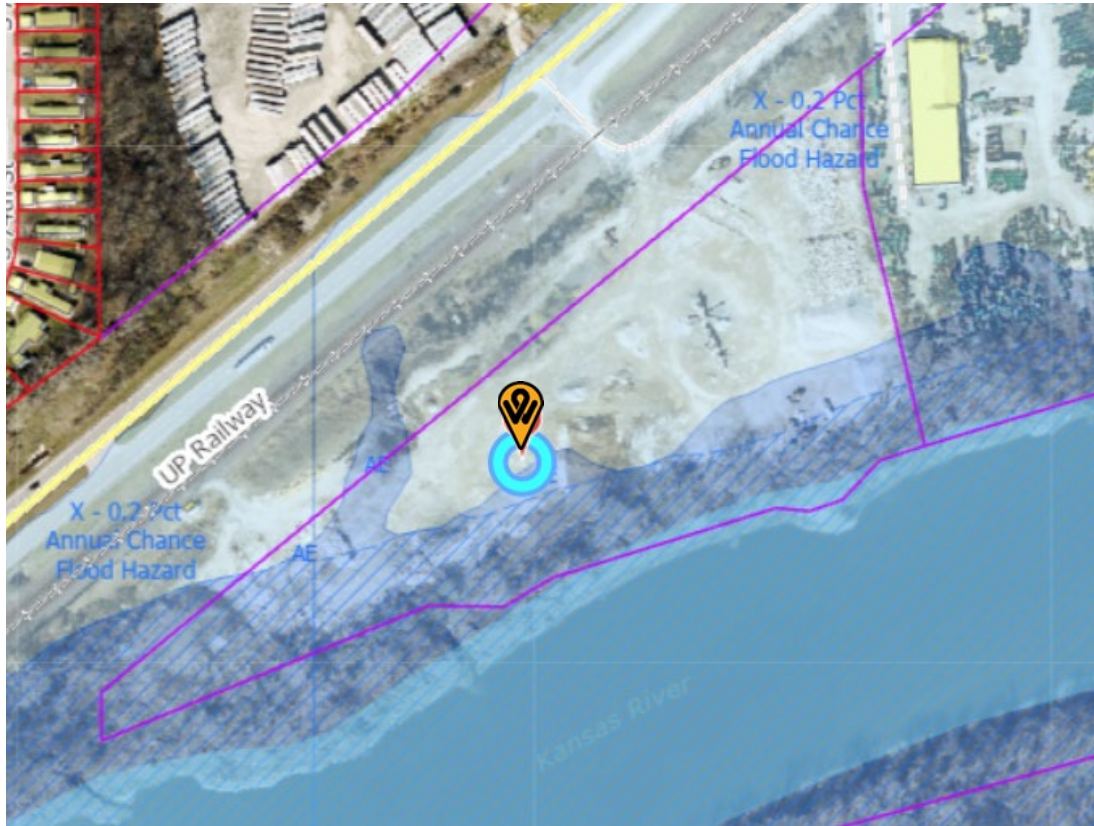
ZONING MAP



LAND USE MAP



SFHA MAP – 2024 AERIAL



AERIAL EROSION INDICATORS



EMISSION TEST SUMMARY

2. SUMMARY OF RESULTS

The performance tests listed in this report indicate that the VE's from the process equipment at KHC are in compliance with the opacity limits specified in KHC's construction permit. Included with this report are copies of the field sheets, a summary table of the results, a map of the emission source locations, and a copy of the observer certification.

Each piece of process equipment tested was operating during the performance testing. The field sheets are located in Appendix A of this report. A summary of each performance test is located in the Summary Table below. A diagram of the emission source locations is located in Appendix B of this report.

The observer for the performance tests was Mr. Joshua Garlock of Trinity Consultants. A copy of the official certification for the VE observer is located in Appendix C of this report.

Table 2-1 Visible Emission Performance Test Summary

Plant	Process Equipment Description	Operating (Y/N)	Opacity Standard (%)	Single Highest Opacity Reading (%)	Highest 6-Minute Average Opacity
Crush	Crusher*	Yes	15	10	2.29
Crush	Grizzly Feeder (vibrating, not associated with truck dumping)*	Yes	10	10	2.29
Crush	Discharge Belt Conveyor	Yes	10	0	0
Crush	Grizzly Feeder Discharge Belt Conveyor to Crusher*	Yes	10	10	2.29
Crush	Screen (Double Deck)	Yes	10	0	0
Screening	Screen	Yes	7	0	0
Screening	Feed Belt Conveyor	Yes	7	0	0
Screening	Main Belt Conveyor	Yes	7	0	0
Screening	Front Discharge Belt Conveyor (for stockpiling)	Yes	7	0	0
Screening	Side Belt Conveyor #1 (for stockpiling)	Yes	7	0	0
Screening	Side Belt Conveyor #2 (for stockpiling)	Yes	7	0	0

STAFF REPORT RESPONSES

G & G Holdings, LLC

19501 State Ave., Tonganoxie, KS 66086

March 26, 2025

Department of Planning + Urban Design
701 N. 7th Street – Suite 423
Kansas City, KS 66101

RE: SP2025-008
RESPONSE – Staff Comments and Suggestions

Kallie,

Per your request, G & G Holdings, LLC has the following response to comments and suggestions by Dept. of Planning and Urban Design associated with SP2025-008 (7241 Kaw Drive).

1. The Dust Mitigation Plan has not change and is currently being exercised as stated.
2. The Kansas River Embankment has not been touched since G & G Holdings acquired the property. Trees have been left in place from the top of the slop to the bottom of slope of the embankment along the Kansas river.
3. Very little traffic associated with wheel loaders and stockpiles occurs directly along the slope of the river bank. There should be no need for concrete barriers. Existing and newly installed silt fence will be sufficient for a barrier.
4. There is no construction activity on the site. Erosion control measures to handle surface runoff should be suffice to mitigate any additional erosion. The site has been covered with gravel surfacing for 50 plus years and has had a significant amount of surface drainage running into the river during that time.
5. Portable restrooms are provided. No permanent structures exist on site.
6. Trucks / vehicles are instructed to wait in the turn lane or on the shoulder until train traffic clears.
7. It is our intent to satisfy staff enough to extend the renewal timeframe to 5 years.
8. We will continue to obtain hauling permits.
9. We will continue to renew annual business license.

Sincerely,

Tom Glefer
G & G Holdings, LLC

NEIGHBORHOOD MEETING INFORMATION

G & G Holdings, LLC

19501 State Ave., Tonganoxie, KS 66086

March 10, 2025

Barb Kill / Turner Community Connection
5548 Pawnee Drive
Kansas City, KS 66106

RE: Neighborhood Meeting

G & G Holdings, LLC has filed an application with the Department of Urban Planning and Land Use #SP2025-008. The purpose of this:

SPECIAL USE PERMIT

Is for the Stockpiling and Processing of Concrete Materials at the address of 7241 Kaw Drive.

We are having a neighborhood meeting on March 25nd at 6:00 PM at the West Wyandotte Library located at 1737 N. 82nd St.

The purpose of the meeting is to explain the proposal and to answer any questions/concerns you may have.

I look forward to seeing you at the neighborhood meeting. If you are unable to attend, please contact me at the following (email: tjgiefer@yahoo.com or phone 913-207-6638).

Sincerely,

Tom Giefer
Managing Member
G & G Holdings, LLC

NEIGHBORHOOD MEETING INFORMATION

Neighborhood Meeting Minutes

Application Number: SP2025-008

Date: March 25, 2025

Location: West Wyandotte Library – Conference Room A

Meeting Called to Order at: 6:00 PM 3/25/2025

Names of Attendees:

Tom Giefer

Chris Gratton

The Meeting was called to order by Tom Giefer and all attendees were introduced.

Tom Giefer and Chris Gratton conveyed to everyone that G & G Holdings, LLC was to hold this meeting as a requirement of the renewal of the Special Use Permit at 7241 Kaw Drive. It was stated that there will be no changes to the property and current daily operations will remain the same. All attendees acknowledged that they had no issues with current operations and property use.

No questions were asked.

Meeting adjourned at: 7:00 PM

Minutes taken by Tom Giefer

NEIGHBORHOOD MEETING INFORMATION

G & G Holdings, LLC

19501 State Ave., Tonganoxie, KS 66086

March 25, 2025

RE: Neighborhood Meeting
West Wyandotte Co. Library – Meeting Room A
6:00 PM March 25th

G & G Holdings, LLC has filed an application with the Department of Urban Planning and Land Use #SP2025-008. The purpose of this:

SPECIAL USE PERMIT

All in attendance of the neighborhood meeting sign below:

NAME

SIGNATURE

Ton GIEFFER

Ton Gieffer

Chris Grotton

Chris Grotton

NEIGHBORHOOD MEETING INFORMATION

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Leavenworth) SS:

Comes now TOM GIEFER, of lawful age, sound mind and upon his/her oath states as follows:

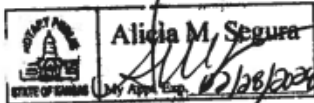
1. That I am the petitioner for Petition # SP2025-008.
2. That I conducted a neighborhood meeting on 3/25/25.
3. The notice to nearby property owners was sent on 3/10/25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

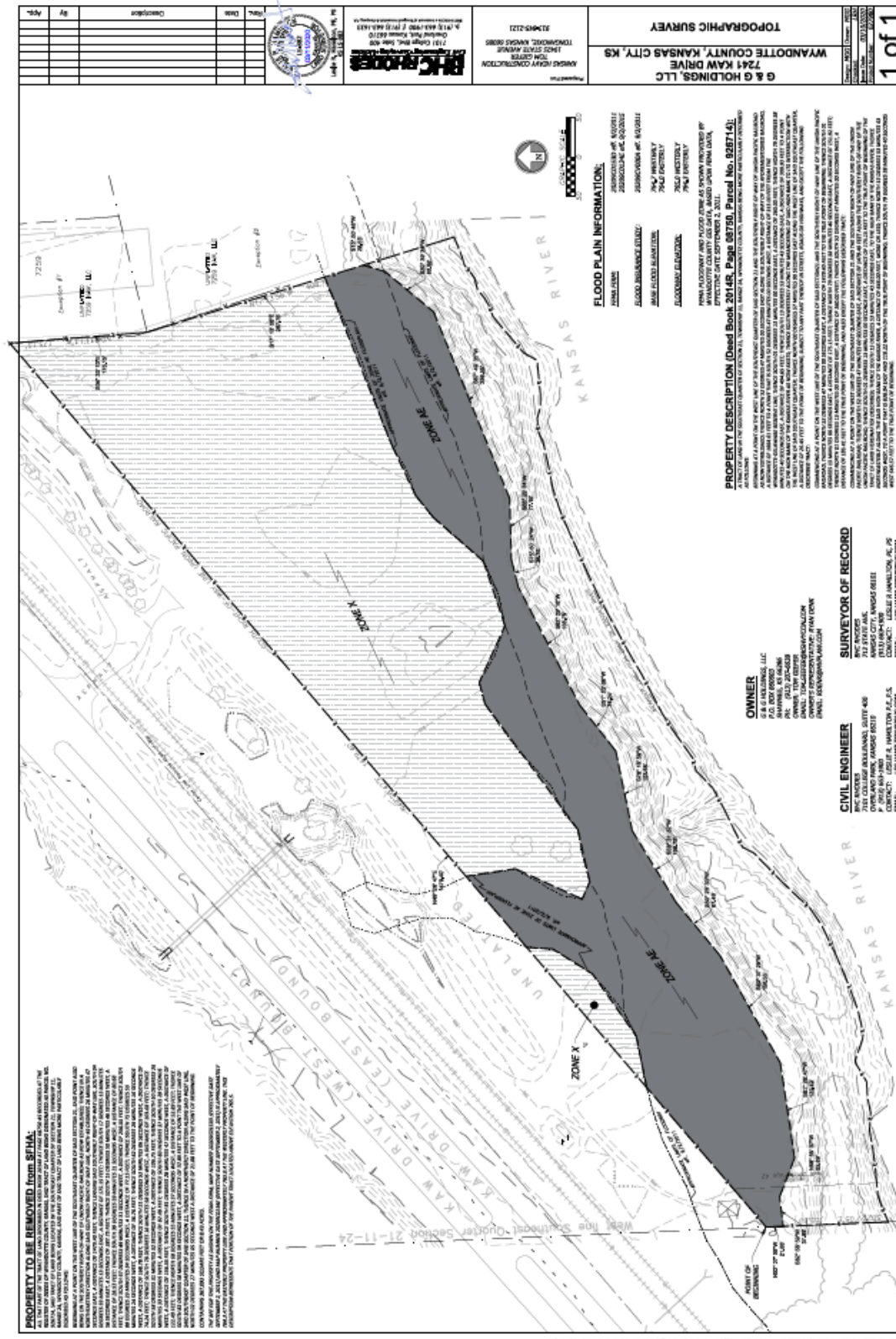
Tom Giefer
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 26th day of March, 2025.

My commission expires 28th of February, 2028.



Alicia M. Segura
Notary Public



STAFF SITE VISIT PHOTOS DATED MARCH 18, 2025



STAFF SITE VISIT PHOTOS DATED MARCH 18, 2025



STAFF SITE VISIT PHOTOS DATED MARCH 18, 2025





Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-010**

GENERAL INFORMATION

Applicant Information:

Sherri Scott
Property Owner
Sherri Scott Chiropractic
5331 Miami Avenue
Kansas City, Kansas 66106

Subject Property:

5331 Miami Avenue
Kansas City, Kansas 66106

Requested Action and Purpose:

Approval of the renewal of a Home Occupation Special Use Permit for an in-home chiropractic practice which expired March 9, 2025.

Commission Districts:

At-Large Commissioner, District #2:
Tom Burroughs
District #6 Commissioner:
Phil Lopez

Existing Zoning District(s):

R-1 Single Family District

Plan Area:

PlanKCK Comprehensive Plan



	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single-family residence
South	R-1 Single Family District	Single-family residence
East	R-1 Single Family District	Single-family residence
West	R-1 Single Family District	Single-family residence

Total Tract Size: 0.15 Acre

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family detached residential development on standard lot sizes. Development in these areas should provide adequate open space to maintain the neighborhood character. These areas should be designed to support multi-modal connectivity with sidewalks and street trees.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates Miami Avenue as a Local Street.

Parking Requirement: Section 27-454(e) specifies that dwelling units in this district provided for two (2) off-street parking spaces, one (1) of which must be in a garage or carport. The subject property provides four (4) uncovered parking spaces and one (1) covered garage space, meeting this requirement.

Landscaping Requirement: Section 27-700(a) requires one (1) shade tree per dwelling unit required in the front or corner side yard. The subject property has a number of trees and landscaping, meeting this requirement.

Advertisement: The Wyandotte Echo – March 20, 2025
Letters to Property Owners – March 21, 2025

Public Hearings: April 14, 2025 and May 1, 2025

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Sherri Scott, is requesting a renewal of a Home Occupation Special Use Permit to operate a Chiropractic Practice at 5331 Miami Avenue. The applicant was previously a tenant and has since purchased the property. SP2022-109 expired on March 9, 2025.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There is a history of Noise and Disturbance complaints from a previous tenant for various domestic disturbances from 2019 through 2021.

Building, Zoning, or Code Enforcement Complaints:

1. There was one (1) Notice of Violation in March 2022 for junk and debris in the driveway:
 - a. 2022 – ENV22-0757 – Environment – Trash and Debris (closed)

Outstanding or Related Permit and Cases:

1. 2025: RES25-0174 – Residential Renovation – Convert Garage to Office (new/incomplete)
2. 2021: MEC21-0433 – Install new furnace (issued – not inspected/completed)

Previous Planning Actions:

1. 2022: SP2022-109: Special Use Permit for a Home Occupation for the operation of a Chiropractic Practice (approved for two (2) years)
-

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Turner Statistical Neighborhood and the SAFE Neighborhood Group. The neighborhood is a well-established single-family neighborhood comprised of ranch style and split-level single-family homes, with light commercial uses along nearby 55th Street and Swartz.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and adjacent uses are set out above. The scale of the home occupation does not lend itself to be incompatible with nearby properties, however, if the applicant's client base grew, then there could be

compatibility issues, particularly with traffic and parking.

3. *The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?*

The removal of these restrictions will not determinately affect nearby property unless the business grew substantially where it created parking and traffic issues. If properly managed with one client at a time, this is not foreseen to be an issue.

4. *The length of time the property has remained vacant as zoned.*

The property is not vacant and was occupied by various tenants as a rental property prior to the applicant purchasing the property.

5. *The degree of conformance of the proposed use to the Comprehensive Plan.*

Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family detached residential development on standard lot sizes. Development in these areas should provide adequate open space to maintain the neighborhood character. These areas should be designed to support multi-modal connectivity with sidewalks and street trees. The proposed use has not demonstrated that it significantly impacts neighborhood development to the point where it causes a conflict with the land use designation.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use has the potential to increase vehicular traffic, but has not exceeded the capacity of Miami Avenue, a Local Street, to accommodate it if it is continued to be properly managed. Impacts to traffic will be limited, as parking will be required to occur off-street only, and customers are only allowed during specific hours.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use is reasonably necessary for the convenience and welfare of the general public, as it provides a health and wellness service to the community. The proposed use will not substantially or permanently injure the appropriate use or visual quality, as long as the applicant continues to follow conditions and the applicant's cliental base does not grow beyond a reasonable number.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Noise, vibration, dust, or illumination should not be a problem with this particular home occupation, as it utilizes an existing dwelling unit in a suburban area and is limited to serving one client at a time.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use should not pollute the air, land, or water as proposed use is located in an existing permitted residence.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use will not damage or destroy and irreplaceable natural resource, as it is in an existing, built-out residential neighborhood.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain to public health, safety and welfare is minimal, as this is a private practice serving a limited number of clients. If denied, the property owner may not use the property for their chiropractic practice, however, they can still occupy the property. The applicant would have a demonstrated hardship and loss of income as there would be an incurred expense in renting an additional commercial property.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant has maintained the proposed use as originally proposed and according to previous conditions of approval.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use is not expected to result in the overcrowding of land or undue concentrations of population because of the limited number of clientele served at the property and ample parking, so long as the clientele remains limited.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at the subject property on March 28, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Building Permits

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-010**, for one (1) year, subject to:

1. The gravel added next to the driveway shall be removed and replaced with landscaping that does not have the propensity to fall into the storm drain. No additional gravel, either for landscaping or for parking purposes, shall be placed in this area;
2. The driveway shall be repaired to UG Standards prior to next renewal;
3. Landscaping (including turf grass) shall be repaired to correct erosion control issues on the property and any dead or damaged plantings shall be replaced prior to renewal;
4. All building permits pertaining to the garage conversion shall be completed prior to renewal;
5. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
6. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
7. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
8. All existing and future driveways must feature curb cuts that are constructed to UG standards;
9. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The

property may also be subject to enforcement actions and administrative citations;

11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
13. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and
15. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-010** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Staff Site Visit Photos Dated March 18, 2025
Google Streetview Image
Applicant Provided Photos
Neighborhood Meeting Information

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT: Kallie McLaughlin, Planner, Floodplain Administrator
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-010** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-010**, as it is not in compliance with the City Ordinances and as it will not promote the public

health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

I will now read the items on the **Consent Agenda**:

SPECIAL USE PERMIT APPLICATION SP2025-010 – SHERRI BAILEY SCOTT –

SYNOPSIS: Renewal of a Home Occupation Special Use Permit for a Chiropractic Office at 5331 Miami Avenue. Detailed Outline of Requested Action: The applicant, Sherri Scott, is requesting a renewal of a Home Occupation Special Use Permit to operate a Chiropractic Practice at 5331 Miami Avenue. The applicant was previously a tenant and has since purchased the property. SP2022-109 expired on March 9, 2025.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items? No one responded in the affirmative.

Please include the following items as part of the record for all of the Items on the Consent Agenda:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo for the Special Use Permits; and,
7. The Notices to property owners;

The Commission will vote to approve in one vote these items unless someone requests that an item be removed from the Consent Agenda."

Chairman Carson asked if anyone wanted to remove an item from the Consent Agenda.

Mark Rowe, 11255 Leavenworth Road, Kansas City, Kansas 66109, requested PR2025-005 be removed from the Consent Agenda.

On motion by Ms. Jones, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL** of the remaining Items on the Consent Agenda:

Carson	Chairman
Straws	Not Present
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye

Schwartz Not Present
Motion to recommend APPROVAL passed: 5 to 0
Subject to:

SP2025-010:

- 1. The gravel added next to the driveway shall be removed and replaced with landscaping that does not have the propensity to fall into the storm drain. No additional gravel, either for landscaping or for parking purposes, shall be placed in this area;**
- 2. The driveway shall be repaired to UG Standards prior to next renewal;**
- 3. Landscaping (including turf grass) shall be repaired to correct erosion control issues on the property and any dead or damaged plantings shall be replaced prior to renewal;**
- 4. All building permits pertaining to the garage conversion shall be completed prior to renewal;**
- 5. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
- 6. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
- 7. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;**
- 8. All existing and future driveways must feature curb cuts that are constructed to UG standards;**
- 9. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;**
- 10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;**
- 11. Any business in Wyandotte County that is required to obtain any Special**

Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

12. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
13. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and
15. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP



STAFF SITE VISIT PHOTOS DATED MARCH 18, 2025



STAFF SITE VISIT PHOTOS DATED MARCH 18, 2025





APPLICANT PROVIDED PHOTOS



APPLICANT PROVIDED PHOTOS



NEIGHBORHOOD MEETING INFORMATION



Application Number: SP2025-010

Neighborhood Meeting

March 28th, 2025, 5:00 pm start

One person in attendance: Ken Dillion of 5312 Miami Avenue- came by to say "hi" and say he has no issues or concerns.

We chatted until 5:29 pm and concluded when no one else showed up.

Maria and Alfred Rangle of 911 South 53rd Terrace- Maria texted that they have no problems with my business.

Christina Rangle of 5330 Miami Ave- saw her outside- she mentioned my letter and said they wouldn't be able to attend the meeting, but they have no issues.

Karen Henderson of 5327 Miami Ave. told me that she "has no concerns and loves having her chiropractor right next door."

Sincerely,

Sherri Scott

Sherri Scott, D.C.

5331 Miami Ave., Kansas City, KS 66106, (913) 432-3000

NEIGHBORHOOD MEETING INFORMATION



03/10/20256

Sherri Scott Chiropractic

Subject: Neighborhood Meeting

Dear Neighbor,

I have filed an application to renew the permit that allows me to work from my home office. I am required to submit it to the Planning & Urban Design Department every two years. It's for my chiropractic office at 5331 Miami Avenue.

I'm having a meeting at the office on March 28th at 5:00 pm for anyone who wants to stop by. The purpose of the meeting is to address any questions/concerns you may have. You may also call, text or email: (913) 432-3000 or drsherriscott@gmail.com.

Sincerely,

Sherri Scott

Sherri Scott, D.C.

5331 Miami Ave., Kansas City, KS 66106, (913) 432-3000

NEIGHBORHOOD MEETING INFORMATION

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Johnson) SS:

Comes now Sherri Scott, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-010.
2. That I conducted a neighborhood meeting on 3/28/25.
3. The notice to nearby property owners was sent on 3/14/25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

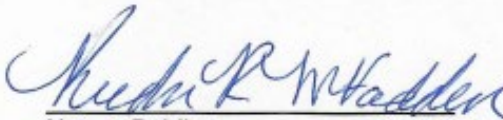


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 31st day of March, 2025.

My commission expires 16th of December 2027.

KENDRA R. MCFADDEN
Notary Public-State of Kansas
My Appt. Expires 12-16-2027



Notary Public



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-012**

GENERAL INFORMATION

Applicant Information:

Cynthia (Cindy) Nielsen and
Jon Dannels
Property Owners
14512 Grandview Street
Overland Park, Kansas 66221

Subject Property:

3030 North 64th Street
Kansas City, Kansas 66104

Requested Action and Purpose:

Approval of a Special Use Permit for
a Short-Term Rental.

Commission Districts:

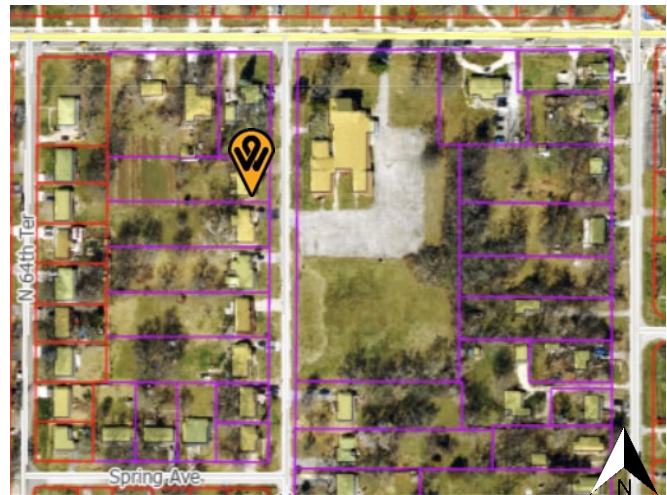
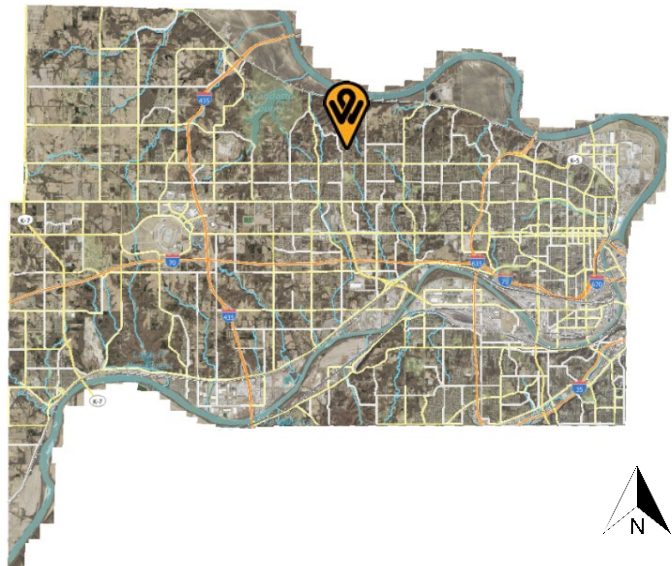
At-Large Commissioner, District #1:
Melissa Bynum
District #8 Commissioner:
Andrew Davis

Existing Zoning District(s):

R-1 Single Family District

Plan Area:

PlanKCK Comprehensive Plan



	Adjacent Zoning	Adjacent Uses
North	R-1 Single Family District	Single-family residence
South	R-1 Single Family District	Single-family residence
East	R-1 Single Family District	Sunset Hills Christian School
West	R-1 Single Family District	Single-family residence

Total Tract Size: 0.13 Acre

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family detached residential development on standard lot sizes. Development in these areas should provide adequate open space to maintain the neighborhood character. These areas should be designed to support multi-modal connectivity with sidewalks and street trees.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 64th Street as Local Street.

Parking Requirement: Section 27-454(e) specifies that dwelling units in this district provided for two (2) off-street parking spaces, one (1) of which must be in a garage or carport. The subject property provides a single-car garage and a driveway capable of accommodating four (4) vehicles, meeting this requirement.

Landscaping Requirement: Section 27-700(a) requires one (1) shade tree per dwelling unit required in the front or corner side yard. The subject property does not provide a shade tree in the front or side yard.

Advertisement: The Wyandotte Echo – March 20, 2025
Letters to Property Owners – March 21, 2025

Public Hearings: April 14, 2025 and May 1, 2025

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Cindy Nielsen, is requesting a Special Use Permit to operate a short-term rental at 3030 North 64th Street. This is not the owner's primary residence. This would be the first and only permitted short-term rental on the 3000 block of North 64th Street. The owner has been operating the property without a permit since September 2024.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no recent disturbance complaints on the property.

Building, Zoning, or Code Enforcement Complaints:

1. There are no recent notices of violations on the property.

Outstanding or Related Permit and Cases:

1. There are no outstanding permits at this property.

Previous Planning Actions:

1. There are no previous or related planning entitlements on the subject property.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Bethel-Welborn Statistical Neighborhood Group, the Leavenworth Road Association Business Group, and abuts the Cernech Neighborhood Group. The neighborhood consists of primarily single-family residences. The property is located one block adjacent to Leavenworth Road, which is a mixed-use commercial corridor.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by the R-1 Single Family District. Use of the property as a rental, either short or long-term, while commercial in nature, is consistent with other nearby properties in close proximity to the mixed-use commercial corridor along Leavenworth Road. While a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

3. *The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?*

Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

4. *The length of time the property has remained vacant as zoned.*

The property is not vacant. The property was owner-occupied and recently sold to the current property owner. The current property owner did some renovation work and has been leasing the property as a short-term rental since September 2024.

5. *The degree of conformance of the proposed use to the Comprehensive Plan.*

Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Low-Density Residential, which allows for single-family, detached residential development on standard lot sizes intended to both support infill within and protect established single-family neighborhoods. Townhomes and side-by-side rowhouses at an intersection at the end of a block and/or with frontage on a commercial, mixed-use or neighborhood corridor is allowed. Development in these areas should provide adequate open space to maintain the neighborhood character. The proposed use conforms to the PlanKCK Comprehensive Plan designation with the approval of a Special Use Permit.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of North 64th Street, a Local Street, or the adjacent Leavenworth Road, a Minor Arterial, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Noise, vibration and illumination are all potential issues that are related to short-term rentals if they are not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental in a suburban neighborhood and ostensibly not considered to be a problem for nearby properties.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out suburban neighborhood.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including limits to number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is seven (7). The maximum number of vehicles off-street is three (3). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on March 31, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Noise, Illumination, and Vibration
Home Inspection Report
Overcrowding and Undue Concentrations of Population
Parking
Landscaping

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-012**, for one (1) year, subject to:

1. The short-term residential rental shall be equipped with a minimum five-gallon heat rated metal container with a tight-fitting lid for ash disposal, which is clearly labeled. Instructions on storage or placement of ashes shall be stated in the rental agreement and on the notice posted within each unit. Do not place can on or near any furniture or other combustible material. Ashes must be wet down thoroughly with water. Ash can must be stored outside with a minimum of three (3) foot clearance from building, porch, trees, etc. A lid must remain on ash can when in use. A proper water source shall be immediately available to the solid fuel BBQ. If fire suspension is in effect in region, all fire codes from local jurisdiction shall be adhered to. Solid fuel barbeques or grills are prohibited on wood decks, landings, or porches;
2. The following items must be repaired prior to renewal:
 - a. The chimney shall be inspected and verified for safe use, including the flue, chimney cap, and damaged brick. Additional repairs may be required as a result of this inspection;
 - b. Dryer venting shall be hard ducting through the wall penetration. Flex duct shall only be used to connect the dryer appliance to the hard duct;
 - c. The electrical panel breaker shall be repaired (breakers, main braker, long-term extension cords, GFCI outlets, etc.);

- d. The water heater is a 2019 model and no permit was found on file. A plumbing permit is required for water heater installation;
 - e. Water heater temperature shall be set to a minimum of 120 degrees;
- 3. Smoke and Carbon Monoxide detectors must be continuously maintained for functionality and proper working order;
- 4. Maximum number of guests shall be 7;
- 5. All parking must be off-street, maximum number of vehicles is three (3). No STR renters or guests may park on-street;
- 6. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
- 7. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
- 8. Applicant is to maintain liability insurance;
- 9. The property must remain in proper maintenance and free of hazards, pests, or infestations;
- 10. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
- 11. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website).
- 12. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
- 13. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
- 14. All existing and future driveways must feature curb cuts that are constructed to UG standards;
- 15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
- 16. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative

citations;

17. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
18. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
19. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
20. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
21. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-012** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Host Compliance Map
Neighborhood Meeting Documents
Homeowner's Insurance
Floorplan
Applicant Provided Photos
Air B&B Listing
Inspection Report Highlights
HVAC Repair Receipt

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT: **Kallie McLaughlin, Planner, Floodplain Administrator**
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-012** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-012**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 2:54:26:

SPECIAL USE PERMIT APPLICATION SP2025-012 –CYNTHIA NIELSEN–

SYNOPSIS: Special Use Permit for a short-term rental at 3030 North 64th Street.

Detailed Outline of Requested Action: The applicant, Cindy Nielsen, is requesting a Special Use Permit to operate a short-term rental at 3030 North 64th Street. This is not the owner's primary residence. This would be the first and only permitted short-term rental on the 3000 block of North 64th Street. The owner has been operating the property without a permit since September 2024.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners;

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Cindy Nielsen, 3030 North 64th Street, Kansas City, Kansas 66104

Present in Opposition:

- No one appeared

Staff Recommendation starts at 2:56:18: Planning Director Hand stated that this application is for a non-owner-occupied short-term rental. The property is located in the PlanKCK Comprehensive Plan Area in the north midtown neighborhood. Staff received no letters in support or in opposition. There are some older Notices of Violation, which have since been rectified. Staff recommends approval with conditions, which includes a maximum of seven (7) people on-site and three (3) cars off-street.

Motion starts at 2:57:06:

On motion by Mr. Straws, seconded by Mr. Ernst, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-012 for one (1) year:**

Carson	Chairman
Straws	Aye
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

- 1. The short-term residential rental shall be equipped with a minimum five-gallon heat rated metal container with a tight-fitting lid for ash disposal, which is clearly labeled. Instructions on storage or placement of ashes shall be stated in the rental agreement and on the notice posted within each unit. Do not place can on or near any furniture or other combustible material. Ashes must be wet down thoroughly with water. Ash can must be stored outside with a minimum of three (3) foot clearance from building, porch, trees, etc. A lid must remain on ash can when in use. A proper water source shall be immediately available to the solid fuel BBQ. If fire suspension is in effect in region, all fire codes from local jurisdiction shall be adhered to. Solid fuel barbeques or grills are prohibited on wood decks, landings, or porches;**
- 2. The following items must be repaired prior to renewal:**
 - f. The chimney shall be inspected and verified for safe use, including the flue, chimney cap, and damaged brick. Additional repairs may be required as a result of this inspection;**
 - g. Dryer venting shall be hard ducting through the wall penetration. Flex**

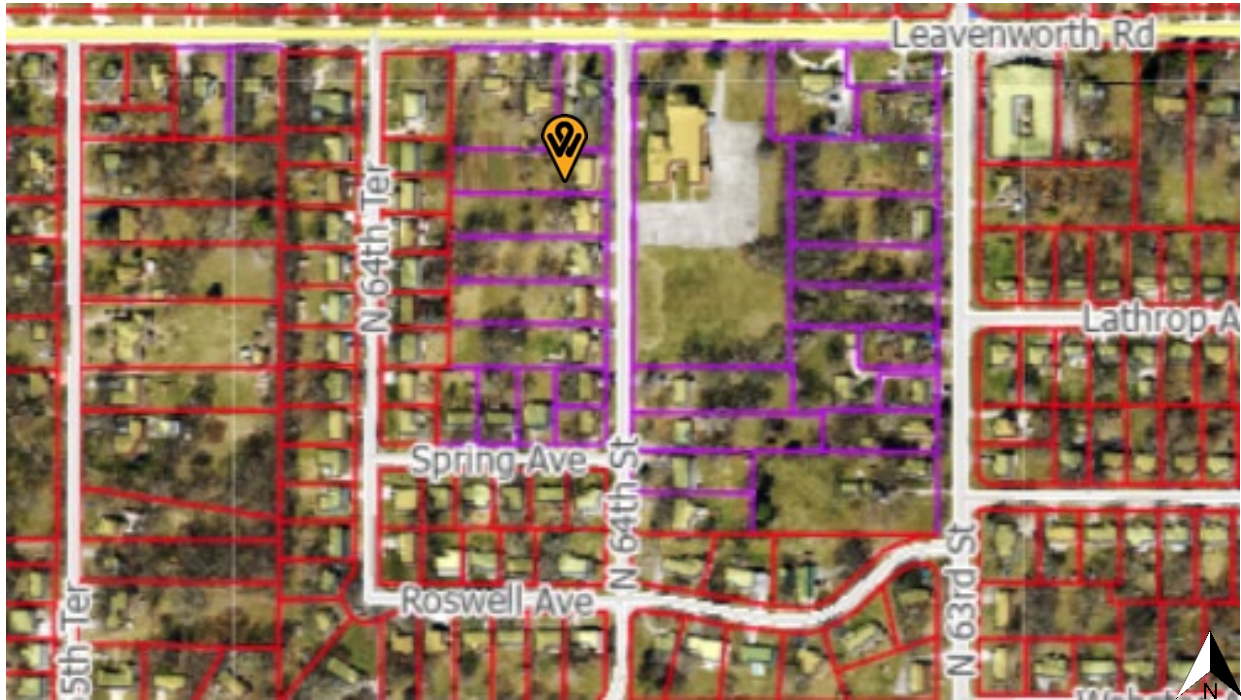
- duct shall only be used to connect the dryer appliance to the hard duct;
- h. The electrical panel breaker shall be repaired (breakers, main braker, long-term extension cords, GFCI outlets, etc.);
 - i. The water heater is a 2019 model and no permit was found on file. A plumbing permit is required for water heater installation;
 - j. Water heater temperature shall be set to a minimum of 120 degrees;
3. Smoke and Carbon Monoxide detectors must be continuously maintained for functionality and proper working order;
 4. Maximum number of guests shall be 7;
 5. All parking must be off-street, maximum number of vehicles is three (3). No STR renters or guests may park on-street;
 6. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
 7. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
 8. Applicant is to maintain liability insurance;
 9. The property must remain in proper maintenance and free of hazards, pests, or infestations;
 10. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
 11. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website).
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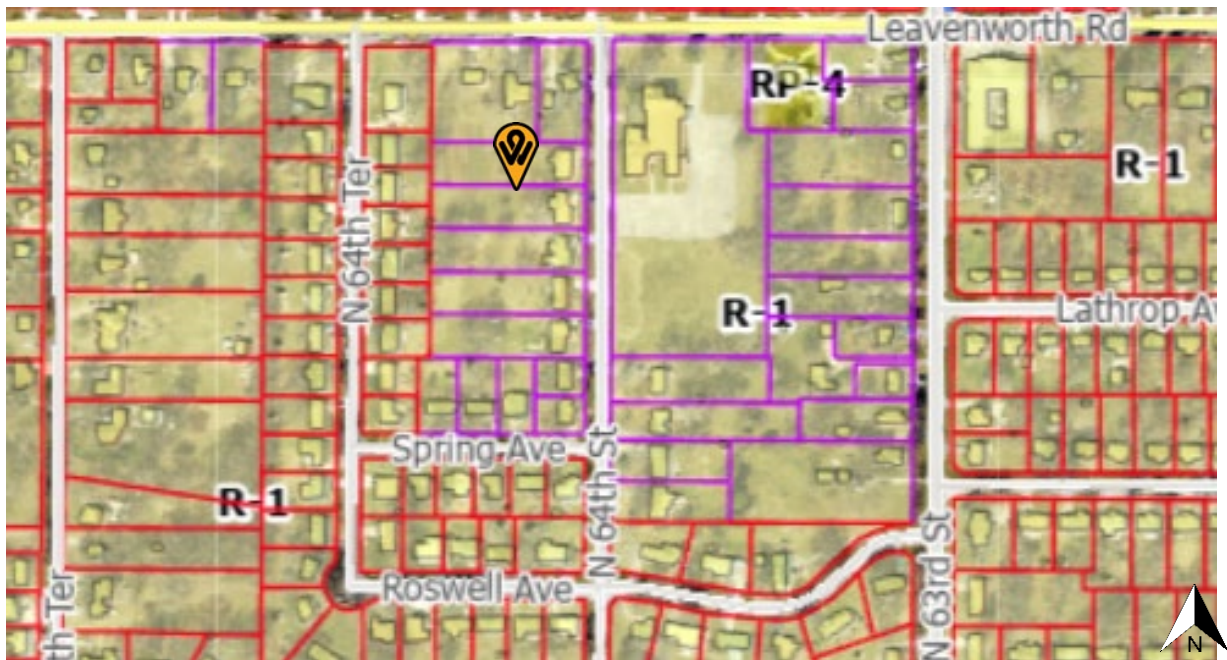
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18. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
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ATTACHMENTS

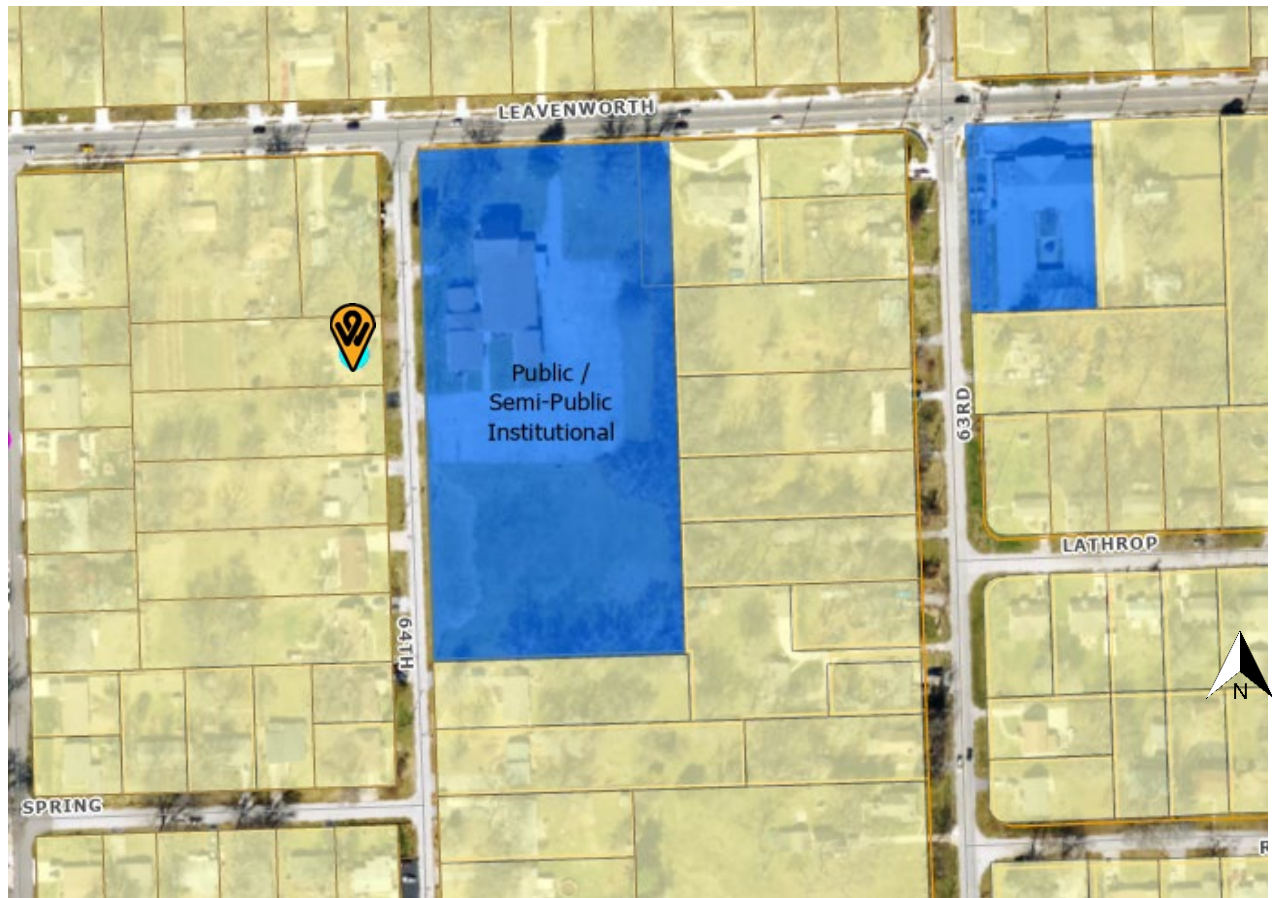
AERIAL IMAGERY



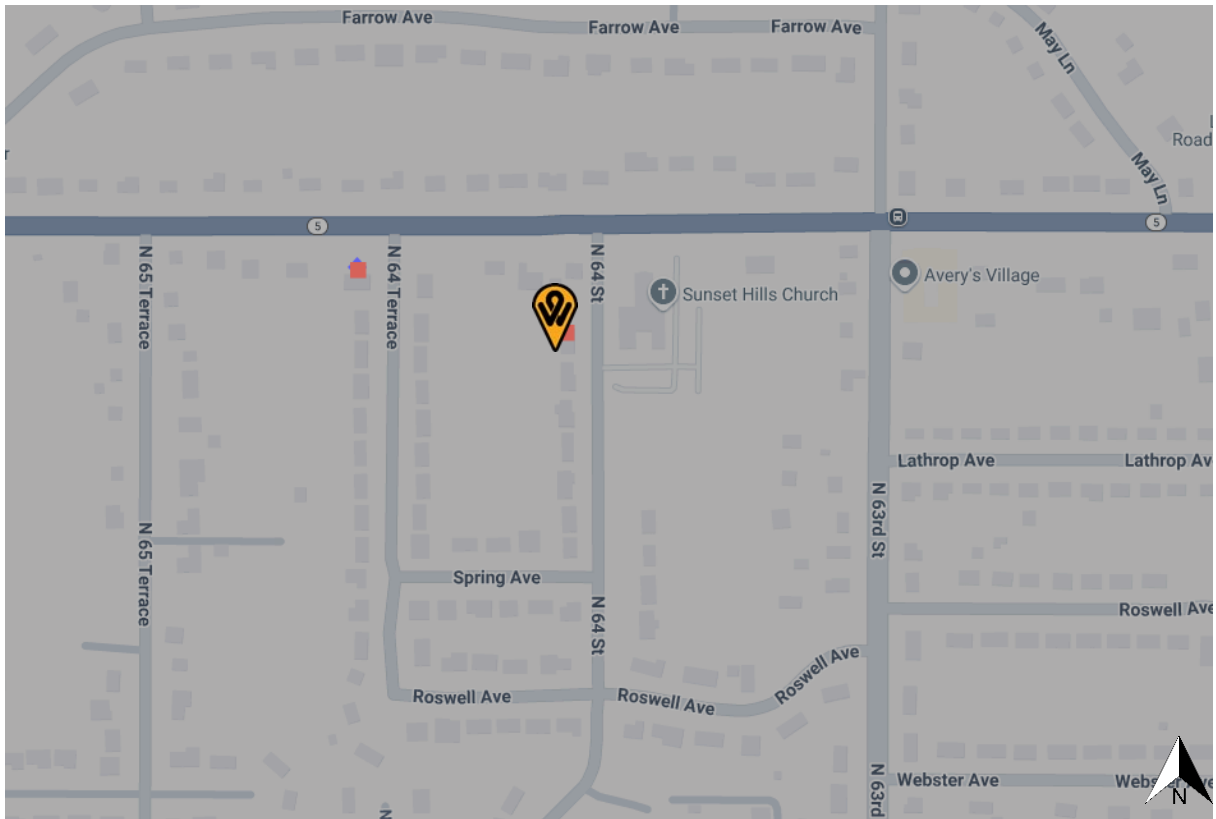
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



NEIGHBORHOOD MEETING DOCUMENTS

Welcome!

PLEASE SIGN IN BELOW

DATE : MARCH 24, 2025

NO	NAME	PHONE	TIME IN	TIME OUT
1	<i>Connie Gardner</i>	<i>913-449-8392</i>	<i>6:10</i>	
2	<i>Joseph P. August</i>	<i>913 299 1145</i>	<i>6:20</i>	
3				
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20				

Meeting Minutes from Neighborhood Meeting for 3030 N 64 St.

Application #SP2025-012

Meeting Date: March 24, 2025

Hosts: Jon Dannels and Cindy (Cynthia) Nielsen

Jon Dannels started the Zoom at 6:00pm.

In person we had two neighbors stop by and sign in. Connie (Constance) Gardner and Joseph Dragush. We had met them before so it was more of a friendly social call.

We shared we will be the property managers of our home being a short term rental and part of the process involved is to host a neighborhood meeting.

Joseph said he didn't have concerns with the property being a short-term rental.

Connie owns the house next door and hers is a rental as well, so she is pro-rental.

They immediately were both complimentary of all the improvements we've made to the property, inside and outside, compared to the condition the home was in with the prior owner. They asked for a house tour to see the updates and we had a neighborly conversation. They didn't have any questions or concerns.

We terminated the Zoom at 6:45 when no one signed in nor contacted us with issues logging in.

At 7:30 we terminated the meeting as no one else showed up, nor contacted us about the meeting.

Minutes take by: Cindy Nielsen

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Jackson) SS:

Comes now Cynthia Nielsen of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-012
2. That I conducted a neighborhood meeting on 3-24-25.
3. The notice to nearby property owners was sent on 3-11-25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

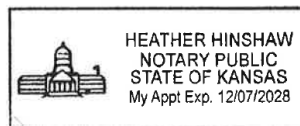
Further affiant saith not.

Cynthia Nielsen
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 27th day of March, 2025.

My commission expires 7th of Dec., 2028.

Heather Hinshaw
Notary Public



HOMEOWNER'S INSURANCE

DECLARATIONS

Policy Number: [REDACTED]

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$1,883.35
Certified Acts of Terrorism Premium (may include state mandated fire loss coverage premium):	\$0.00
Total Advance Premium Per Term:	\$1,889.50
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$1,795.52
This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.	

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss	Risks of Direct Physical Loss
General Liability	
Liability And Medical Expense Limit	\$1,000,000 Per Occurrence
Medical Expense Limit	\$1,000
Other Than Products/Completed Operations Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Vandalism Deductible - Residential Occupancies	Refer to BP 83 02

Agent Information

Nicole Feltz

nfeltz@amfam.com

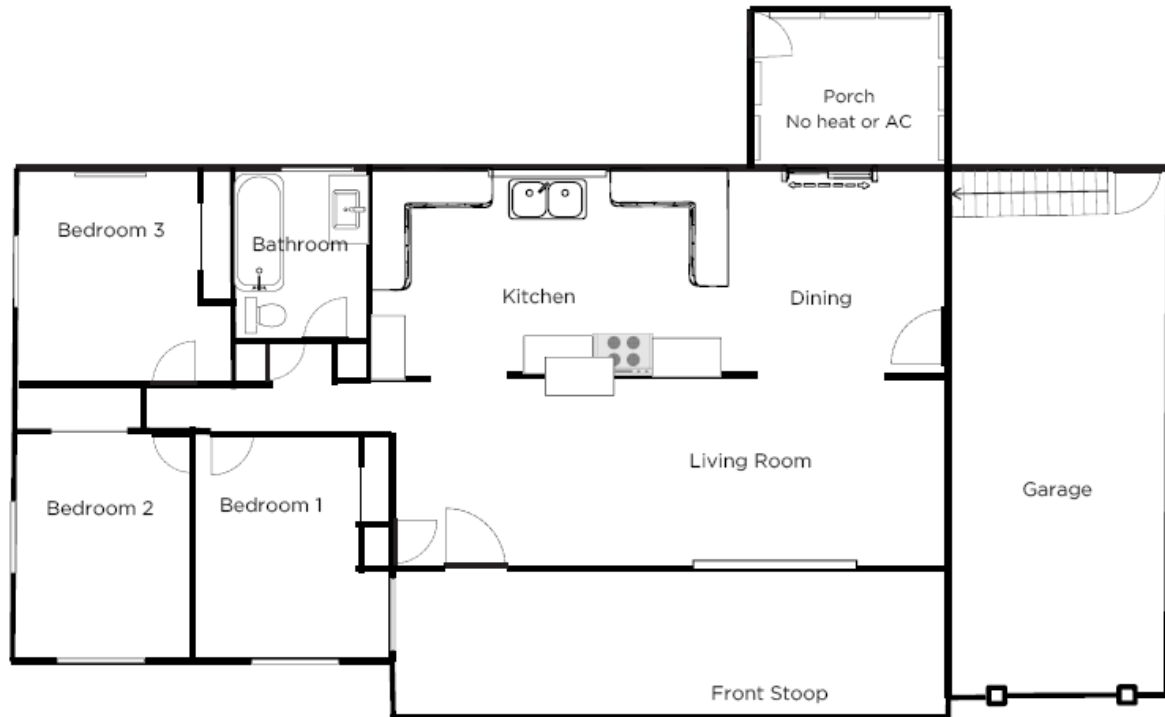
11020 KING ST STE 250
Overland Park KS 66210-1201
913-383-9100

Policy Number: [REDACTED]

Location 1 - Location Level Coverages	
Location 1 - Location Details	
Program: Rental Dwelling	
Location Address: 3030 N 64TH ST KANSAS CITY KS 66104-1811	
Location Description: 3030 N 64th St	
Per Location Property Deductible (Apply Per Location, Per Occurrence)	
Deductible	\$1,000
Windstorm Or Hail Deductible	
Deductible	\$2,500

FLOOR PLAN

3030 N. 64 St



APPLICANT PROVIDED PHOTOS



APPLICANT PROVIDED PHOTOS



APPLICANT PROVIDED PHOTOS



APPLICANT PROVIDED PHOTOS



AIR B&B LISTING



Anywhere

Any week

Add guests



Airbnb your home



Private home in Kansas City

[Share](#) [Save](#)



Entire home in Kansas City, Kansas

6 guests · 3 bedrooms · 3 beds · 1 bath



Guest favorite



One of the most loved homes on Airbnb, according to guests

5.0



16

[Reviews](#)



Hosted by Jon

Superhost · 5 months hosting



Dedicated workspace

A room with wifi that's well-suited for working.



Exceptional check-in experience

Recent guests gave the check-in process a 5-star rating.

Add dates for prices

CHECK-IN
Add date

CHECKOUT
Add date

GUESTS
1 guest



[Check availability](#)

[Report this listing](#)

AIR B&B LISTING



INSPECTION REPORT HIGHLIGHTS



3.5.2 Skylights, Chimneys & Other Roof Penetrations

CHIMNEY - CROWN DAMAGED

The crown of the masonry chimney was cracked and damaged. Recommend a chimney contractor repair.

Recommendation

Contact a qualified chimney contractor.



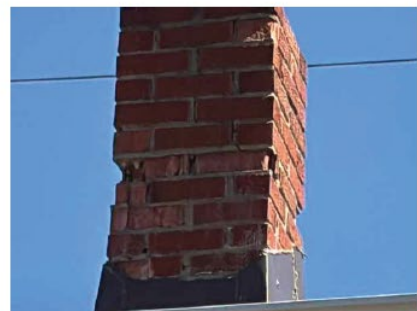
3.5.3 Skylights, Chimneys & Other Roof Penetrations

CHIMNEY - MASONRY REPOINT

Joints in the masonry have deteriorated and should be repointed. (Repointing is the restoration of the mortar joints in the masonry). Recommend repairs by chimney contractor. Any missing or damaged bricks should be improved at this time.

Recommendation

Contact a qualified chimney contractor.



INSPECTION REPORT HIGHLIGHTS

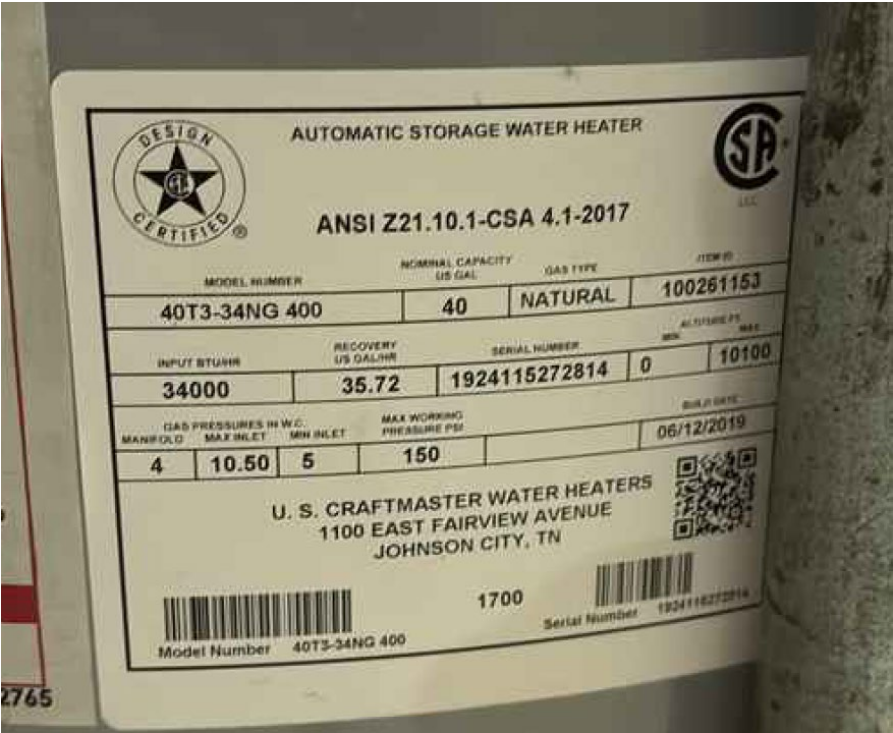
9.2.2 Equipment

HEATING SYSTEM- SHORT CYCLE

The furnace was short cycling at the time of inspection. A short cycle condition is typically due to a sensor or other safety feature being intermittently triggered/resetting. As the unit is not operating properly, recommend further evaluation and repair by a licensed HVAC tech.

Recommendation

Contact a qualified HVAC professional.



INSPECTION REPORT HIGHLIGHTS

7.3.1 Main & Subpanels, Service & Grounding, Main Overcurrent Device

DIFFERENT BREAKERS THAN PANEL

The main distribution panel has breakers installed that are of a different manufacturer than the panel itself. This panel should be evaluated by a licensed electrician to ensure that these breakers are compatible for use in this brand of panel.

Recommendation

Contact a qualified electrical contractor.

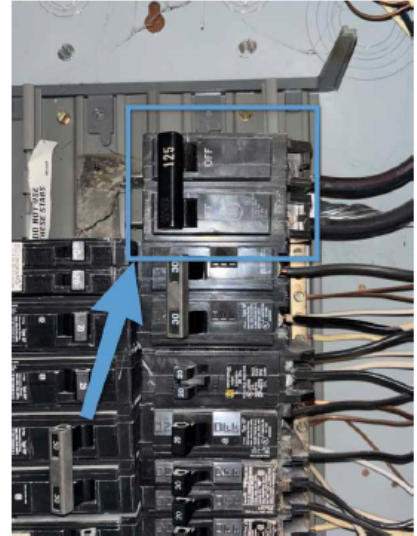
7.3.2 Main & Subpanels, Service & Grounding, Main Overcurrent Device

OVERSIZED MAIN BREAKER

Oversized breakers in the panel should be replaced with the proper size based on the capacity rating of the wire on this circuit and panel requirements. Breakers should not exceed the recommended amperage for the wires connected to them. An electrician should be engaged to evaluate this panel for additional issues, and to determine the best method of repair.

Recommendation

Contact a qualified electrical contractor.



7.4.1 Branch Wiring Circuits, Breakers & Fuses

EXTENSION CORDS

Extension cords are not designed for permanent installation. Recommend evaluation and repair as necessary by qualified electrician.

Recommendation

Contact a qualified professional.



7.6.1 GFCI & AFCI

NO GFCI PROTECTION INSTALLED



31



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-013**

GENERAL INFORMATION

Applicant Information:

Premier RE 1801 LLC
Owner
1801 North 100th Terrace
Kansas City, Kansas 66111

Subject Property:

1801 North 100th Terrace
Kansas City, Kansas 66111

Requested Action and Purpose:

Approval of a Special Use Permit to have an automotive body workshop (amending SP-2016-54).

Commission Districts:

At-Large Commissioner, District #2:
Tom Burroughs
District #7 Commissioner:
Chuck Stites

Existing Zoning District(s):

CP-2 Planned General Business District

Comprehensive Plan Area:

Prairie Delaware Piper Area Plan



	Adjacent Zoning	Adjacent Uses
North	CP-2 Planned General Business District	Undeveloped land
South	CP-2 Planned General Business District	Undeveloped land (proposed site of Hyundai automotive dealership)
East	CP-2 Planned General Business District	Car wash and undeveloped land
West	CP-2 Planned General Business District	Automotive dealerships (Victory Ford and Victory Chrysler Dodge Jeep Ram)

Total Tract Size: 6.27 Acres

Comprehensive Plan Designation: The Prairie Delaware Piper Area Plan designates the subject property as Planned Mixed Entertainment/Commercial District, which allows major retail uses, including restaurants and hotels, as well as centers for large discount stores currently called big box centers and have stores that serve large populations.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates North 100th Terrace and Troup Avenue as Local Streets.

Parking Requirement: Section 27-466(e) Uses in this district require paved off-street parking at a ratio of not less than four (4) spaces per 1,000 square feet of floor area in the building. 27 parking spaces are required. 234 parking spaces are provided.

Landscaping Requirement: Section 27-466(g) Trees are required to be provided at not less than one (1) per 7,000 square feet of site area.

Section 27-577(a)(5) Landscaping shall exceed the typical code by at least 75 percent. 68 trees are required. Staff cannot determine how many trees are on-site because we do not have a complete landscape plan.

Advertisement:	<u>The Wyandotte Echo</u> – March 20 ,2025 Letters to Property Owners – March 21, 2025
Public Hearings:	April 14, 2025 and May 1, 2025
Public Support:	None to date.
Public Opposition:	None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Premier RE 1801 LLC, wants to amend the existing Special Use Permit (SP-2016-54) to build a 2,335 square foot expansion onto the 4,500 square foot building to enlarge the automotive maintenance and repair shop at 1801 North 100th Terrace.

City Ordinance Requirements: Sections 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints associated with the property.

Building, Zoning, or Code Enforcement Complaints:

1. There have been three (3) Notices of Violation on the property between 2016 – 2017 for feather signs, balloons tied to vehicles for sale, and exterior window signs covering bay windows.

Outstanding or Related Permit and Cases:

1. 2017 – Sign Permits for wall signs for Premier Auto and Enterprise Rent-A-Car.
2. 2016 – DRC 16300-00713 – Building Permit for a used automotive dealership (Premier Automotive).
3. 2016 – Mechanical, Plumbing and Electrical Permits associated with DRC 16300-00713.

Previous Planning Actions:

1. SP2024-005 for Hyundai Auto Dealership to keep a mobile trailer on the premise to sell vehicles (Withdrawn by Planning Staff due to inactivity and lack of response).
2. PR-2016-17 for Premier Automotive used automotive dealership and Enterprise (rental automobile company).

3. SP-2016-54 for used automotive sales (Premier Automotive).

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the I-435 West Statistical Neighborhood and Block Group 0447042. The neighborhood consists of automotive dealerships, specifically Nissan, Ford, and Chrysler Dodge Jeep Ram to the west, future Hyundai automotive dealership to the south, a carwash, and undeveloped parcels to the east and north.

This area, known as the Legends Auto Plaza is adjacent to I-435 and Parallel Parkway, the eastern edge of the entrance into the Village West area and commercial corridor along Parallel Parkway.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by CP-2 Planned General Business District. The proposed use, which is commercial in nature, is compatible with nearby uses if properly managed because new automotive sales and autocentric uses are planned for within the Legends Auto Plaza.

3. The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?

The proposed use is suitable for the subject property because the property is currently operating as a used automotive dealership/workshop (Premier Automotive) and rental car lot (Enterprise). The removal of restrictions will not detrimentally affect nearby property because the addition allows four (4) vehicles to be repaired at any point and will operate within a fully enclosed building.

4. The length of time the property has remained vacant as zoned.

The property is not vacant. The property is currently a used automotive dealership and workshop, Premier Automotive and Enterprise Rent-A-Car co-operating on the property.

5. The degree of conformance of the proposed use to the Comprehensive Plan.

Special Use Permits are not addressed in the Prairie Delaware Piper Area Plan. The Planned Mixed Entertainment/Commercial designation allows major retail uses, including restaurants and hotels, as well as centers for large discount

stores currently called big box centers and have stores that serve large populations. The Legends Auto Plaza – automotive dealerships and repair shops complies with the commercial designation.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of North 100th Terrace and Troup Avenue, a Local Street, to accommodate it if managed properly. The proposed use is a destination, as vehicles who travel along North 100th Terrace or Troup Avenue use these local streets to visit the dealerships or as a bypass around the 98th Street & Parallel Parkway intersection.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use is not reasonably necessary for the convenience and welfare of the public because there are various automotive repair facilities along North 100th Terrace.

The proposed use will not affect the use, quality, or marketability of nearby property because automotive dealerships in the immediate vicinity perform the same functions.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Vehicle maintenance and repair services can cause problems for residential neighbors, but this area is surrounded by automotive dealerships who conduct similar operations. While noise and vibration are possible, these are not expected to create problems for nearby property if managed properly, however, if noise does become an issue, hours of operation need to be further enforced and screening and landscaping need to be planted.

9. *Whether the proposed use will pollute the air, land or water.*

If properly designed and managed, the proposed use will not pollute the air, land or water. If not managed properly, fluids and other chemicals may infiltrate the storm sewer system via the detention basin on the east side of the property.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use will not damage or destroy an irreplaceable natural resource. The building addition is located at the rear of the property, however, there is concern that salt and fluids will flow into the detention basin on the east side of the property.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

There is no tangible gain to the public health, safety and welfare as the proposed use will only serve those who are interested in purchasing a vehicle from this used automotive dealership. If denied, the property owner may build their 2,335 square foot addition, however, they can still continue to use the property as a used automotive dealership (Premier Automotive) and rental car facility (Enterprise Rent-A-Car).

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use is not expected to result in the overcrowding of land or undue concentrations of population because the operation of Hyundai vehicles is still occurring on site, as their new dealership immediately to the south is not constructed. There is ample parking for the existing approximately 4,500 square foot building and 2,335 square foot addition with two (2) established businesses operating on the parcel. Vehicles shall not block access within the parking lot or fire lanes, preventing emergency service vehicles from navigating through the parking lot to respond to a call for service. Parking on gravel is not permitted and needs to be removed, and restored to turf grass and/or landscaping.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Microsoft Teams on March 27, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Stormwater Quality
Compliance with Conditions of Approval from SP-2016-54
Compliance with the Commercial Design Guidelines

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-013**, for **five (5) years**, subject to:

1. Continue to comply with previous Conditions of Approval from SP-2016-54/PR-2016-17;
2. The building addition shall match the existing 4,500 square foot building;
3. Gravel parking on the north side of the building is not permitted per ordinance. Either remove the gravel and restore the area to grass (previous condition) and park the vehicles within the existing parking lot or the additional parking lot must be an improved surface (e.g. concrete or asphalt) and comply with the Commercial Design Guidelines;
4. Build a sidewalk to the front of the existing building from North 100th Terrace and Troup Avenue. For specificity – a winding sidewalk extending from Troup Avenue between the two (2) northern rows of parking with a crosswalk across the drive aisle and tying into the ingress/egress sidewalk and on the north side of the building;
5. Replace all dead trees from the original development and any deficiency;
6. Detached temporary signs need to comply with the Sign Code, therefore, some need to be removed from the property;
7. If the property is sold, the associated Special Use Permit cannot be transferred to the new property owner or operator;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
9. Section 27-702(1)(a-d) states that shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All ornamental deciduous trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All evergreens shall be five (5) to six (6) feet in height when planted as measured 12 inches above the ground. Ornamental deciduous trees shall be six (6) to 8 feet when planted as measured 12 inches above the ground;
10. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
11. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light

- may cast light or glare off the property or onto the public street;
12. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
 13. Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
 14. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 16. Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
 17. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review

Committee (DRC) permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting;

18. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
21. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-013** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Applicant Response Letter
Neighborhood Meeting Minutes
Site Plan
Grading Plan
Utility Plan
Landscape Plan
Building Elevations
Site Photographs taken by Planning Staff in June 2024.

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT:

Byron Toy, AICP
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-013** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-013**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 2:58:12:

SPECIAL USE PERMIT APPLICATION SP2025-013 – PREMIER RE 1801 LLC–

SYNOPSIS: Special Use Permit for a 2,300 square foot building expansion on a used automotive dealership to provide vehicle maintenance and repair services (amending SP-2016-54) at 1801 North 100th Terrace. Detailed Outline of Requested Action: The applicant, Premier RE 1801 LLC, wants to amend the existing Special Use Permit (SP-2016-54) to build a 2,335 square foot expansion onto the 4,500 square foot building to enlarge the automotive maintenance and repair shop at 1801 North 100th Terrace.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;

3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners;

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Don Henton, representing the Applicant, 6131 Acuff street, Shawnee, Kansas 66216

Present in Opposition:

- No one appeared

Staff Recommendation starts at 3:00:27: Planning Director Hand stated that this application amends SP-2016-54 to expand the use from auto sales only to sales and maintenance of automobiles. The property is located in the Prairie-Delaware-Piper Area Plan. Staff received no letters in support or in opposition. There are some older Notices of Violation, which have all since been rectified. Staff recommends approval with conditions, including connecting the sidewalk to the front door of the building, adding some additional landscaping, and ensuring the new building expansion follows the Commercial Design Guidelines.

Motion starts at 3:01:54:

On motion by Mr. Straws, seconded by Mr. Ernst, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-013 for five (5) years:**

Carson	Chairman
Straws	Aye
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

1. Continue to comply with previous Conditions of Approval from SP-2016-54/PR-2016-17;
2. The building addition shall match the existing 4,500 square foot building;

3. Gravel parking on the north side of the building is not permitted per ordinance. Either remove the gravel and restore the area to grass (previous condition) and park the vehicles within the existing parking lot or the additional parking lot must be an improved surface (e.g. concrete or asphalt) and comply with the Commercial Design Guidelines;
4. Build a sidewalk to the front of the existing building from North 100th Terrace and Troup Avenue. For specificity – a winding sidewalk extending from Troup Avenue between the two (2) northern rows of parking with a crosswalk across the drive aisle and tying into the ingress/egress sidewalk and on the north side of the building;
5. Replace all dead trees from the original development and any deficiency;
6. Detached temporary signs need to comply with the Sign Code, therefore, some need to be removed from the property;
7. If the property is sold, the associated Special Use Permit cannot be transferred to the new property owner or operator;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
9. Section 27-702(1)(a-d) states that shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All ornamental deciduous trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All evergreens shall be five (5) to six (6) feet in height when planted as measured 12 inches above the ground. Ornamental deciduous trees shall be six (6) to 8 feet when planted as measured 12 inches above the ground;
10. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
11. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
12. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire

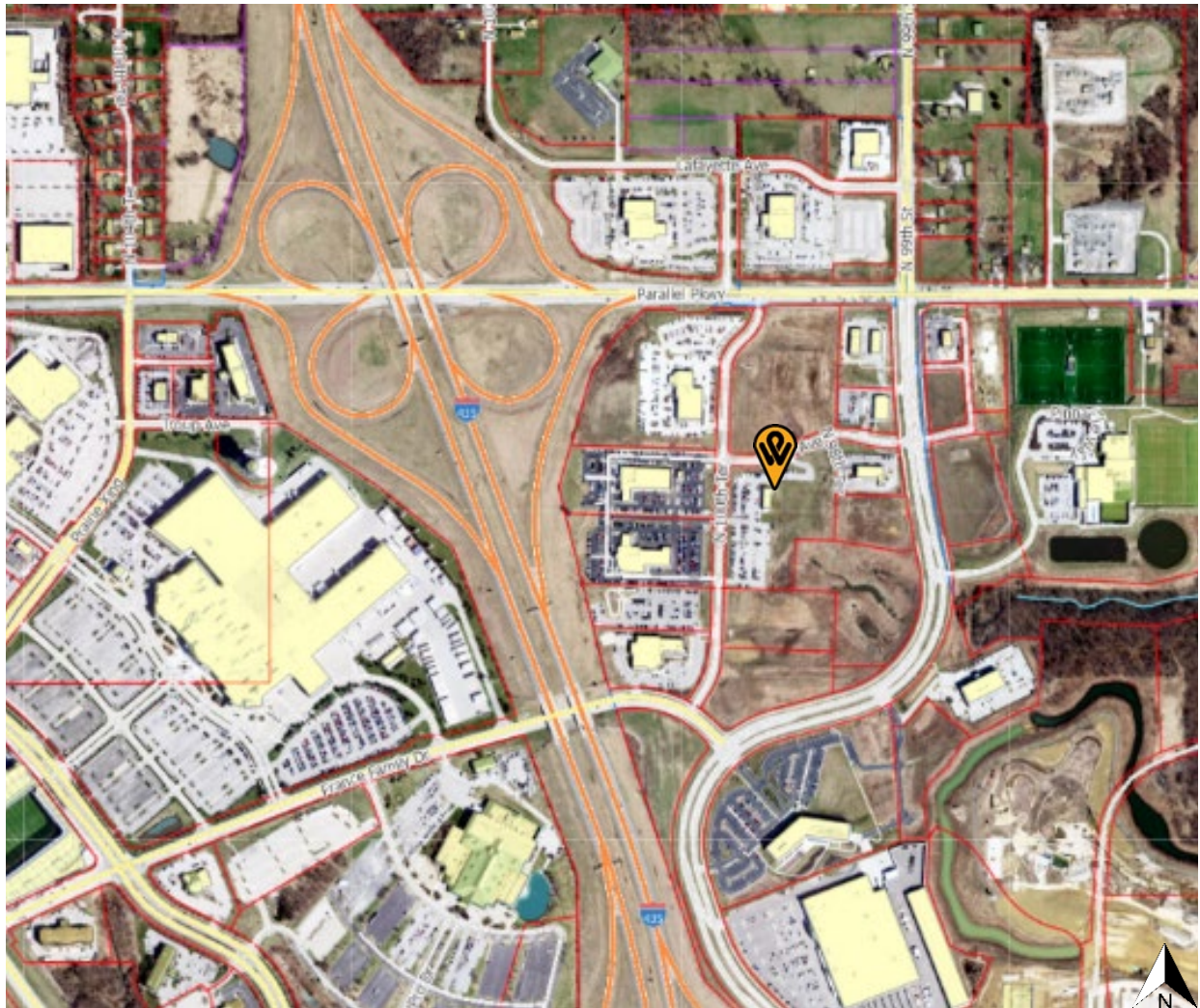
- collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
13. Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
 14. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 16. Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
 17. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting;
 18. The Special Use Permit is not valid for the approved use to be in operation

until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

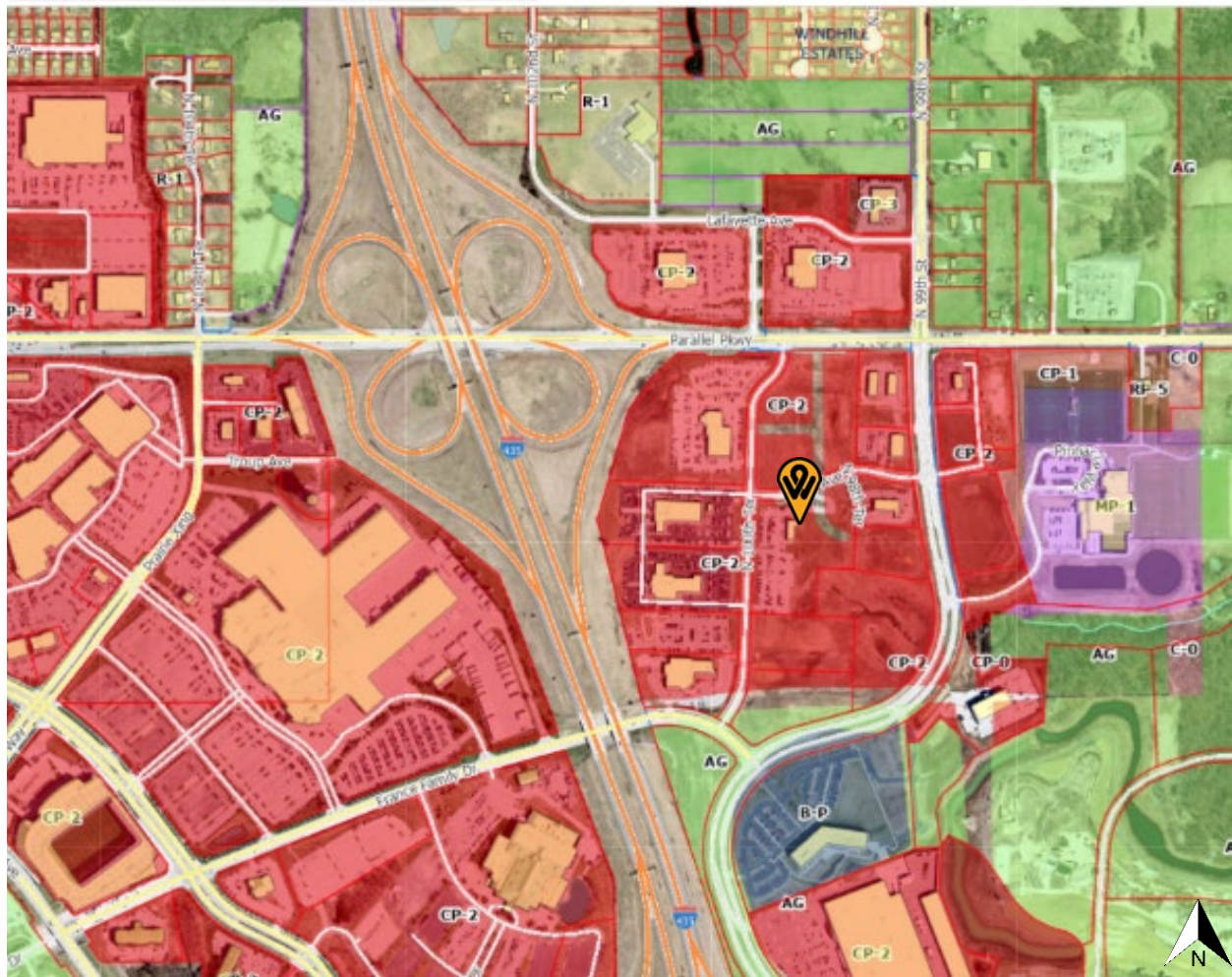
19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
21. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

ATTACHMENTS

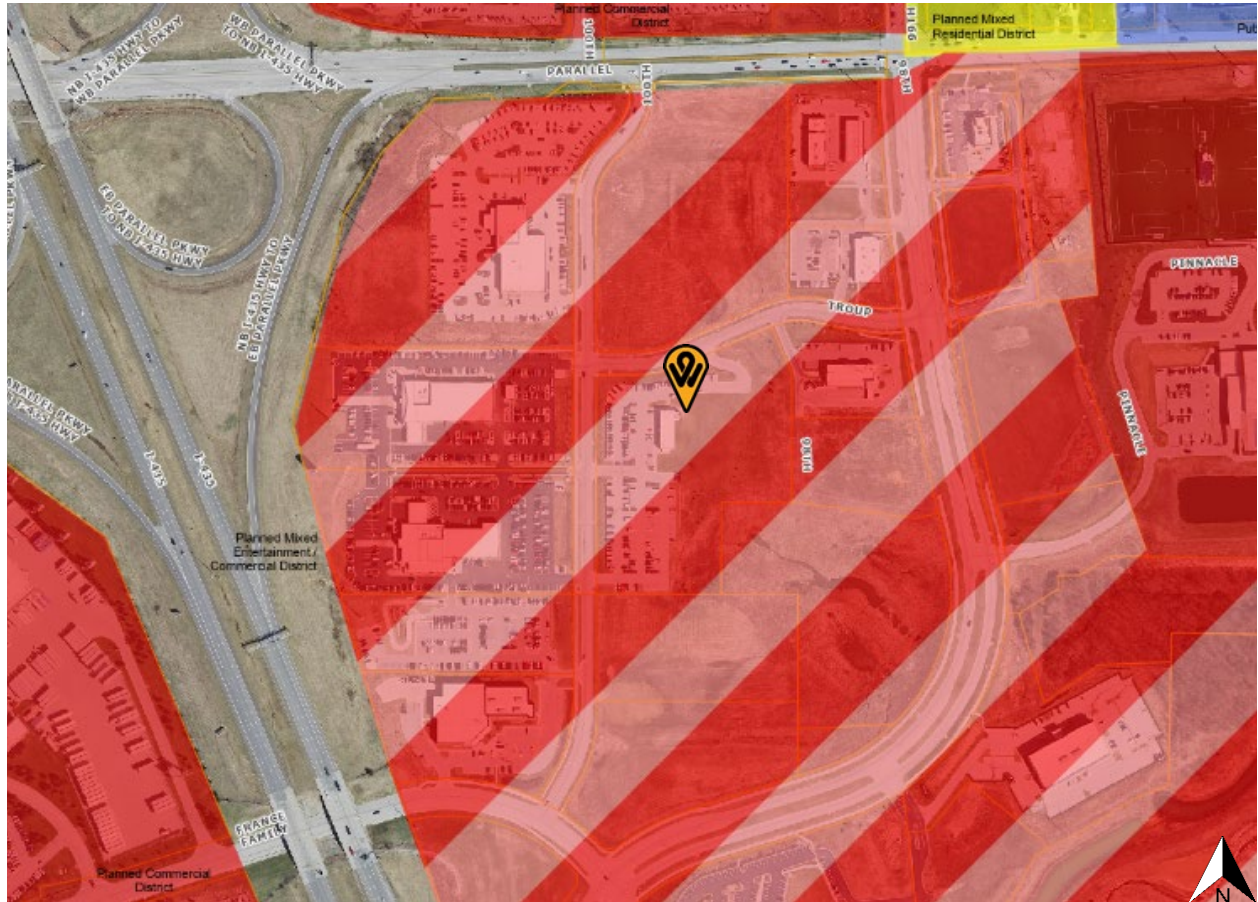
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



The following is a response to Staff Comments and Suggestions in the Draft Staff Report for SP 2025-013

Victory Hyundai
Application Number: SP2025-013

Planning and Urban Design Comments:

1. *How has the business owner/operator complied with the previous conditions of approval from SP-2016-54?*

The first condition concerns breaking up the façade every 45 ft, and it appears that was completed; there is a comment to raise the CMU band to 4 feet which appears to have been completed; downspouts are internal per condition, the 60% window façade condition has been met; the landscape plan from 2016 lists the enhanced landscape requirements and the existing landscape appears to match that plan; the landscape buffers meet width requirement; continuous rows of shrubs and trees have been planted per condition; grass has been established; lighting has cutoff fixtures; there are no wall pack lights; there are no rooftop units; utility connections have not been painted, but it is unclear if the utility providers would permit paint; the wall mounted sign consists of individual letters and complies with sign code.

2. *Who is operating the auto repair shop?*

Premier RE 1801, dba Victory Hyundai.

3. *The building addition shall match the existing 4,500 square foot building.*

The proposed building will continue the existing pattern of 4 ft tall CMU band near the ground, with stucco above. The reveals in the new stucco will match existing, and the intention is to make this new building appear to be an extension of the existing building.

4. *Gravel parking on the north side of the building is not permitted per ordinance. Either remove the gravel and restore the area to grass (previous condition) and park the vehicles within the existing parking lot or the additional parking lot must be an improved surface (e.g. concrete or asphalt) and comply with the Commercial Design Guidelines.*

a. *Additional Public Works and Planning Engineering comments will apply when the gravel is paved.*

The owner will remove the gravel parking area.

5. *Build a sidewalk to the front of the existing building from North 100th Terrace and Troup Avenue.*

If a sidewalk is required for approval, the owner proposes the following location:



6. Replace all dead trees from the original development and any deficiency.

The owner will replace any dead trees. A note has been added to the current FDP.

7. Detached temporary signs need to comply with the Sign Code, therefore, some need to be removed from the property.

Detached temporary signs will be removed from the property.

8. If the property is sold, the associated Special Use Permit cannot be transferred to the new property owner or operator.

Acknowledged.

Standard Conditions:

1. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.

Acknowledged.

2. Section 27-702(1)(a-d) states that shade trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All ornamental deciduous trees shall be at least two (2) inch caliper when planted as measured 12 inches above the ground. All evergreens shall be five (5) to six (6) feet in height when planted as measured 12 inches above the ground. Ornamental deciduous trees

shall be six (6) to 8 feet when planted as measured 12 inches above the ground.

These requirements have been added to the FDP/SUP amendment.

3. ***Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided.***

No new trash containers are planned.

4. ***All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street.***

All new lighting will meet these requirements.

5. ***Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request.***

Acknowledged.

6. ***Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be***

stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance.

Acknowledged.

- 7. *A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly.***

Acknowledged.

- 8. *Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable.***

Acknowledged.

- 9. *Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620.***

Acknowledged. The owner is preparing an NOI for an NPDES permit and will comply with all UG permit requirements.

10. ***A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting.***

Acknowledged.

11. ***The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations.***

Acknowledged.

12. ***Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit.***

Acknowledged.

13. ***Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof,***

does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located.

Acknowledged.

- 14. *The Special Use Permit shall be valid for ____ years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved.***

No time frame was listed in the draft staff report, but the owner understands there are periodic renewal requirements for the SUP. The owner seeks to have the longest renewal period available.

- 15. *Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.***

Acknowledged.

- 16. *Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.***

Acknowledged.

Submitted,

Steven E La Casse

Steven E. LaCasse, P.E.

MINUTES – NEIGHBORHOOD MEETING

Application Number__SP2025-013__

Date and Location:___March 27, 2025 @ 5:00 pm, online Microsoft Teams Meeting_____

Meeting called to order at: __5:00 pm_____

Names of people in attendance:

Thomas Brackley (Owner Representative)

Don Henton (Owner Representative)

Steve LaCasse (Consultant on project from UEG Group)

Rick Patterson (Consultant on project from UEG Group)

John Ladson (Consultant on project from UEG Group)

Meeting:

None of the nearby property owners or representatives from the Unified Government attended the meeting. Therefore no presentation was given, and the organizer of the meeting (Steve LaCasse)kept the online meeting open for 30 minutes in case there were any late entrants to the meeting.

Meeting adjourned at: 5:30 pm.

Minutes taken by:_Steven E. LaCasse_____

Screenshot of attendance:

 **Neighborhood Meeting SP2025-013 for 1801 N 100th Terrace** [Chat](#) [Share](#)

Thursday, March 27, 2025 4:48 PM - 5:43 PM ▾

Attendance

Engagement

6
Attended

4:48 PM - 5:43 PM
Start and end time

Participants

Name	First join	Last leave
 Steve LaCasse, PE slacasse@unitedeng.com	4:48 PM	5:30 PM
 Rick Patterson rpatterson@unitedeng.com	4:49 PM	5:30 PM
 John Ladson jladson@unitedeng.com	4:51 PM	5:25 PM
 Don Henton dhenton@victorykc.com	4:59 PM	5:22 PM
 Don's Notetaker (O... (Unverified)	4:59 PM	5:43 PM
 Thomas Brackley	4:59 PM	5:30 PM

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Shawnee)

Comes now Steven E. LaCasse, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-013.
2. That I conducted a neighborhood meeting on March 27, 2025.
3. The notice to nearby property owners was sent on March 13, 2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

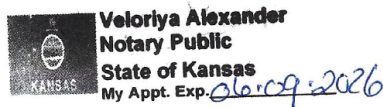
Further affiant saith not.

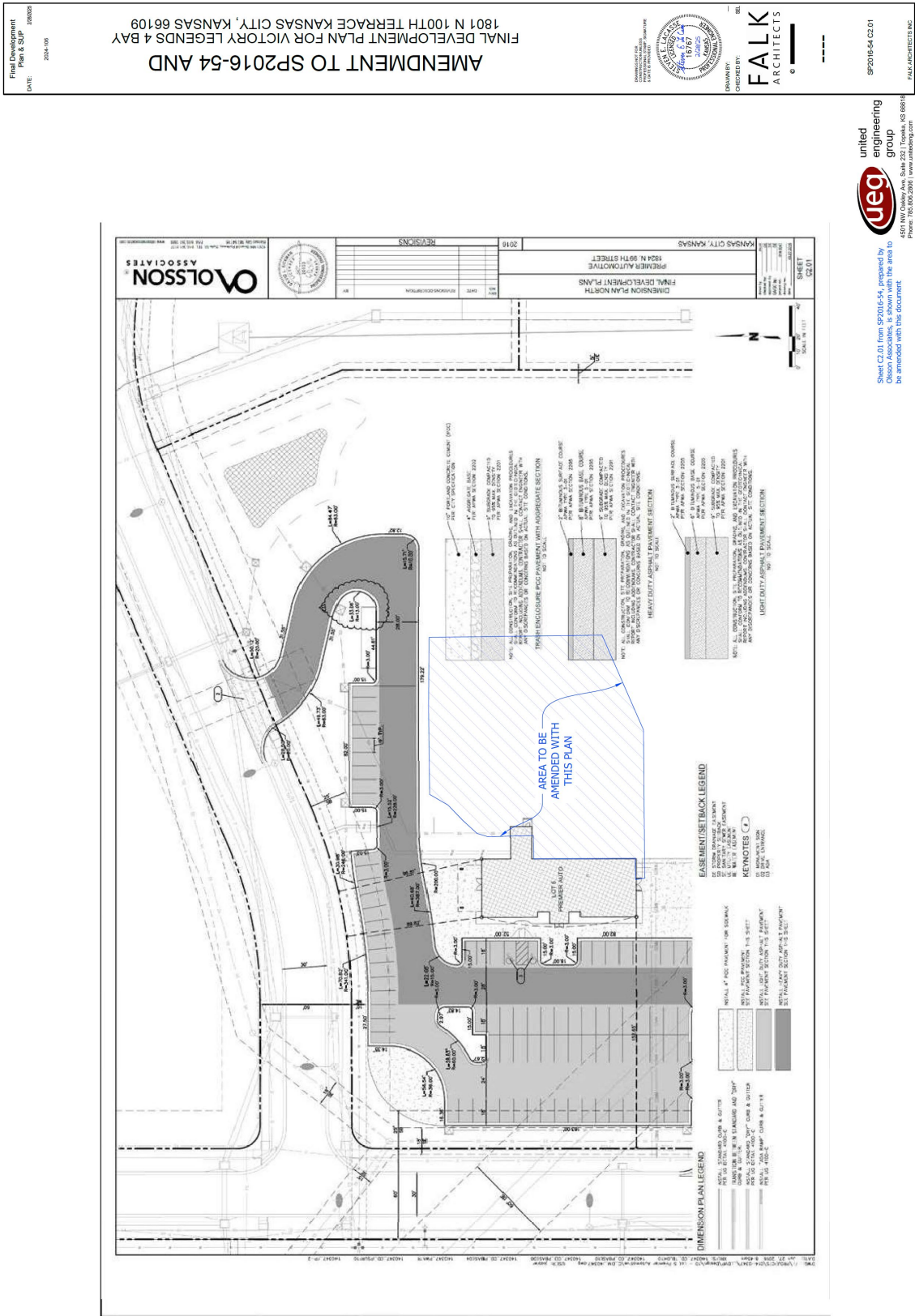
Steven E. LaCasse
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 31 day of March, 2025.

My commission expires 9 of June, 2026.

Veloriya Alexander
Notary Public

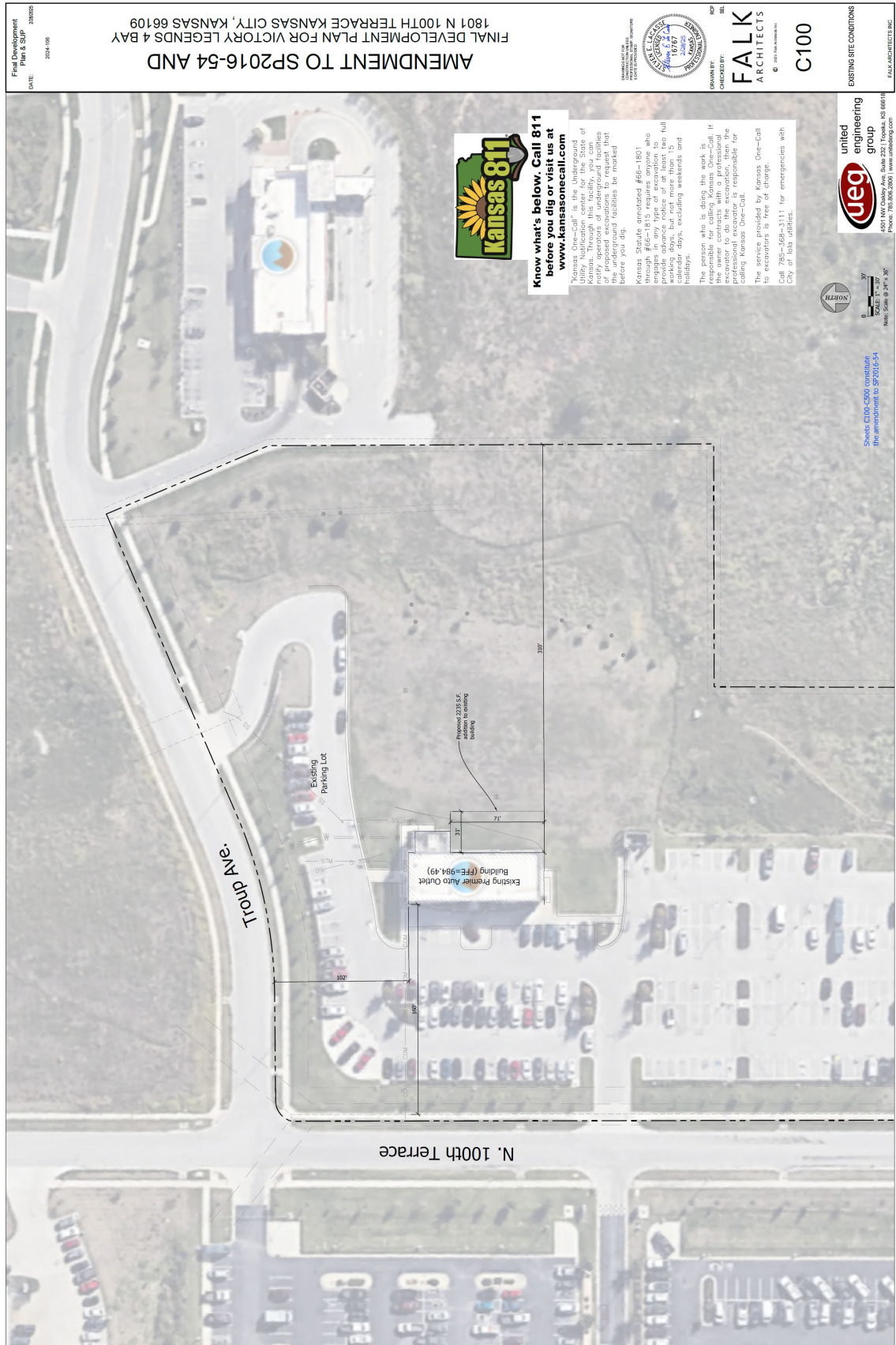


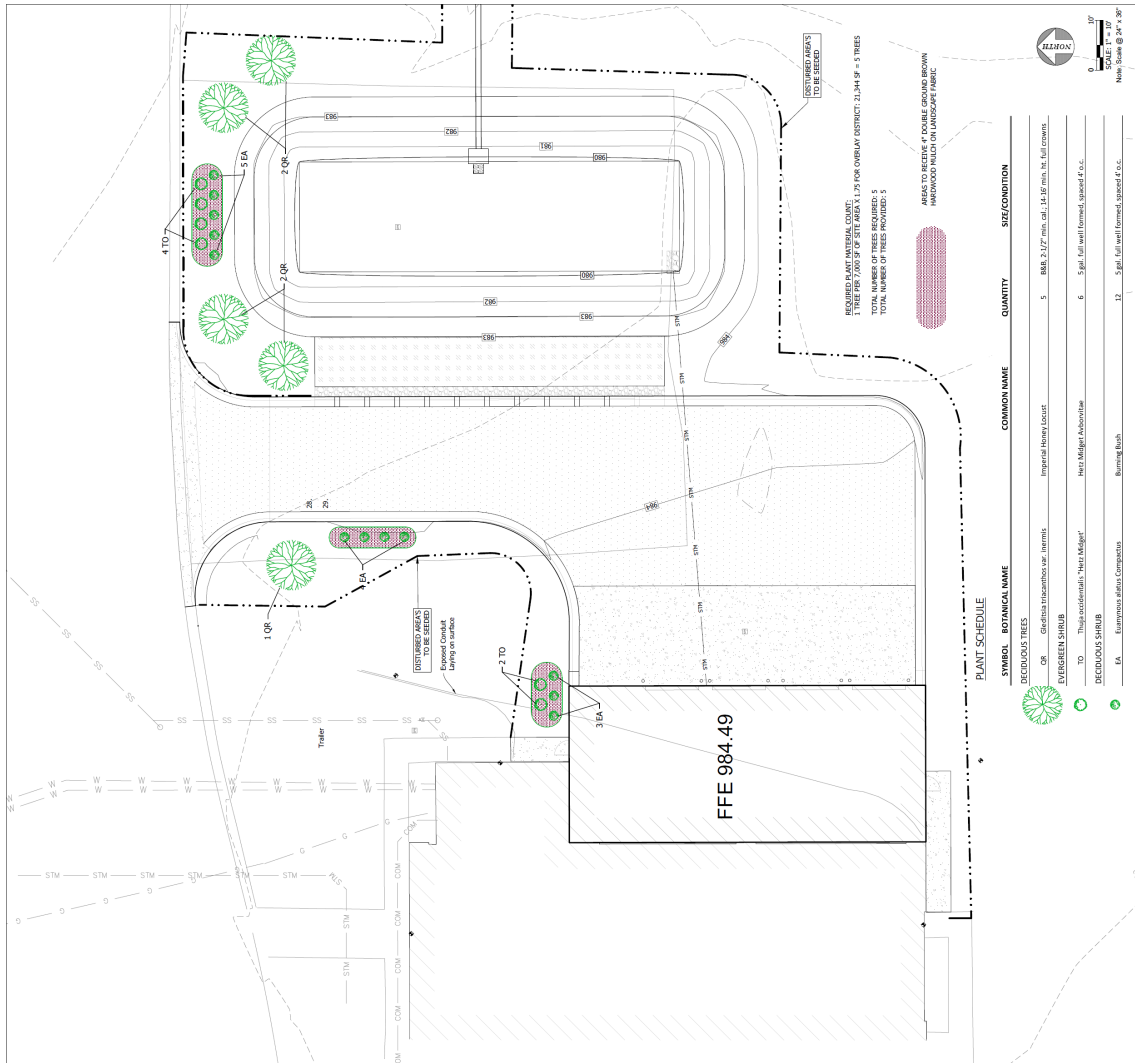


Sheet C2.01 from SP2016-54, prepared by
Olsson Associates, is shown with the area to
be amended with the document

united engineering group

4501 NW Chisley Ave, Suite 232 | Topeka, KS 66618
Phone: 785.886.2800 | www.unitedeng.com





LANDSCAPE NOTES

- [illegible]

AMENDMENT TO SP2016-54 AND

FINAL DEVELOPMENT PLAN FOR VICTORY LEGENDS 4 BAY
1801 N 100TH TERRACE KANSAS CITY, KANSAS 66109

Final Development
Plan & SUP
DATE: 2/23/2025
2024-106

DRAWINGS NOT FOR
CONSTRUCTION UNLESS
PROFESSIONAL STAMP, SIGNATURE



DRAWN BY:

FALK
ARCHITECTS

C500

LANDSCAPING PLAN

FALK ARCHITECTS INC.



4501 NW Oakley Ave, Suite 232 | Topeka, KS 66618
Phone: 785.806.2806 | www.unitedlens.com

Sheets C100-C500 constitute the amendment to SP2016-54

NOTE: WHERE USING LINER PANEL: EXTEND LINER PANEL UP TO 8'-0" A.F.F., TERMINATE WITH J-MOLD, PAINT GYPBOARD EXTENDING BEYOND SAME COLOR AS LINER PANEL.

WALL PARTITION SCHEDULE:



1. ALIGN FACE OF WAINSCOT TO THE FACE OF THE EXISTING WAINSCOT OF THE INSET COTTAGE WALL.

1. ALIGN FACE OF WINDSOOT TO THE FACE OF THE EXISTING WINDSOOT OF THE INSET SOUTH EASEL
2. CONTRACTOR SHALL INSTALL GAP BETWEEN EXISTING WINDSOOT AND NEW WINDSOOT. AFTER 3" BREATHER AND PATCH WINDSOOT TRANSITION FASHING WINDSOOT SHALL BE INSTALLED. WINDSOOT SHALL BE 1/2" BEAT JANT BETWEEN EXISTING WINDSOOT AND NEW WINDSOOT
3. 3. GALVANIZED STEEL CONCRETE REINFORCING BARS SHALL BE INSTALLED PER PRINT COLOR PER ARCHITECT
4. OWNER PROVIDED AND INSTALLED ANKEL BALANCE
5. OWNER PROVIDED AND INSTALLED FIRE CHARGER.
6. OWNER PROVIDED AND INSTALLED AIR COMPRESSOR
7. OWNER PROVIDED AND INSTALLED 1/2" WINDSOOT
8. OWNER PROVIDED AND INSTALLED 1/4" VEHICLE LIFT
9. OWNER PROVIDED AND INSTALLED 1/2" WINDSOOT
10. CONTRACTOR PROVIDED AND INSTALLED OISH COMPLANT EYE WALL STUD
11. CONTRACTOR SHALL PROVIDE 10" ZALK

EXISTING CONDITION DIAGRAMMATIC ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS.

DATE: 2/28/2024

**AMENDMENT TO SP2016-54 AND
FINAL DEVELOPMENT PLAN FOR VICTORY LEGENDS 4 BAY
1801 N 100TH TERRACE KANSAS CITY, KANSAS 66109**

FALK
ARCHITECTS
© —A101 FLOOR PLAN
FALK ARCHITECTS INC

FLOOR PLAN
3/16" = 1'-0"

0 4 8 12



United
engineering
group

Sheets A101 & A201 constitute the amendment to SP2016-54

NO.	LOCATION	COLOR & MATERIAL SPECIFICATIONS	DESCRIPTIONS	MANUFACTURER SUPPLIER
001	EXTERIOR WINDCUT	MATCH EXISTING	CONCRETE MASONRY UNIT	
002	EXTERIOR ABOVE WINDCUT	MATCH EXISTING	STUCCO WALL SYSTEM	GENERAL CONTRACTOR
003	SHADOWBOX SERVICE DRIVE	COLOR NEW ARCHITECT	TRIO MEMBRANE	
004	EXTERIOR WALLS	MATCH EXISTING COLOR	SHEET METAL	

MATERIAL	EXIST PERCENTAGE	NORTH PERCENTAGE	SOUTH PERCENTAGE
STUCCO	8%	77%	79%
MASONRY	15%	23%	24%

LEGEND	
STUCCO	MATERIAL TAG (TYPICAL)
001	STU-1
002	CMU

GENERAL NOTES
FIELD VERIFY FOR EXISTING CONDITION

Final Development
Plan & SJP
2/20/2025
DATE: 2024.108

AMENDMENT TO SP2016-54 AND
FINAL DEVELOPMENT PLAN FOR VICTORY LEGENDS 4 BAY
1801 N 100TH TERRACE KANSAS CITY, KANSAS 66109

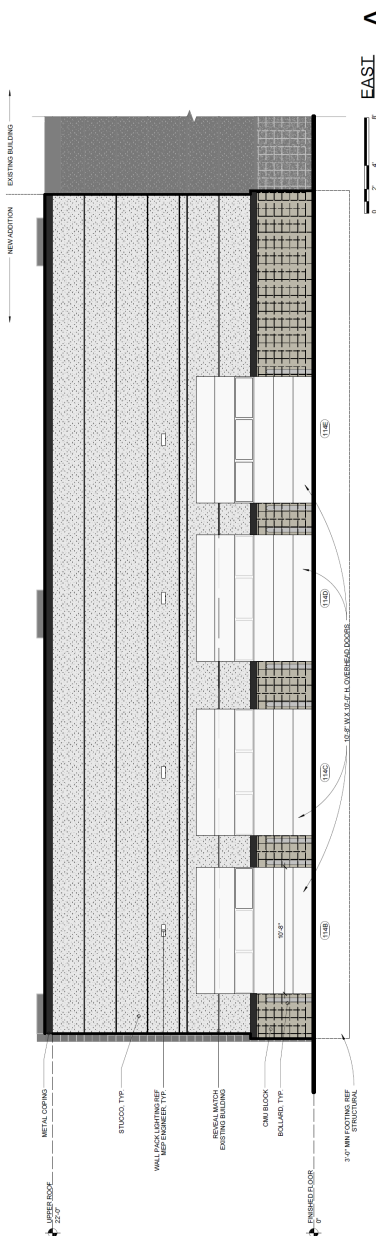
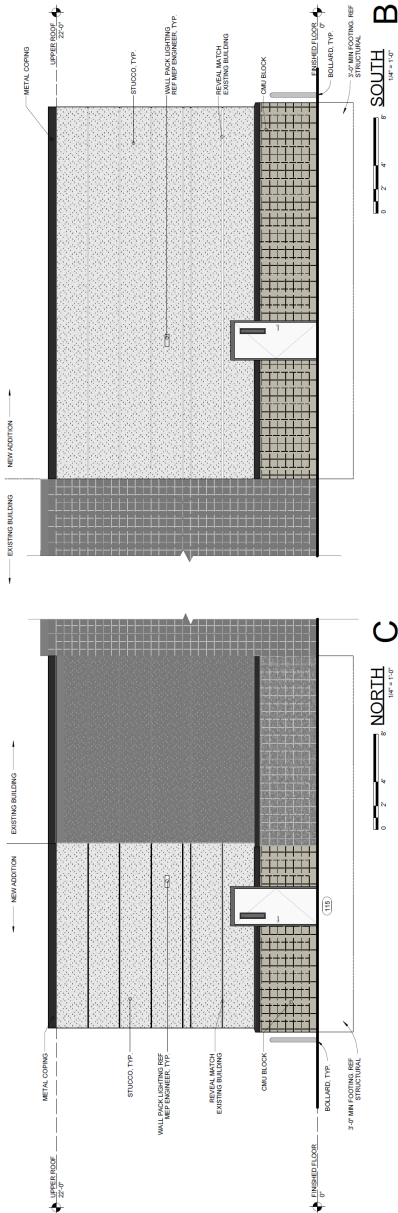
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FALK
ARCHITECTS

DESIGNED BY:
CHECKED BY:
DATE: 10/1/2024

6
1" = 1'-0"

A201 ELEVATIONS
FALK ARCHITECTS INC

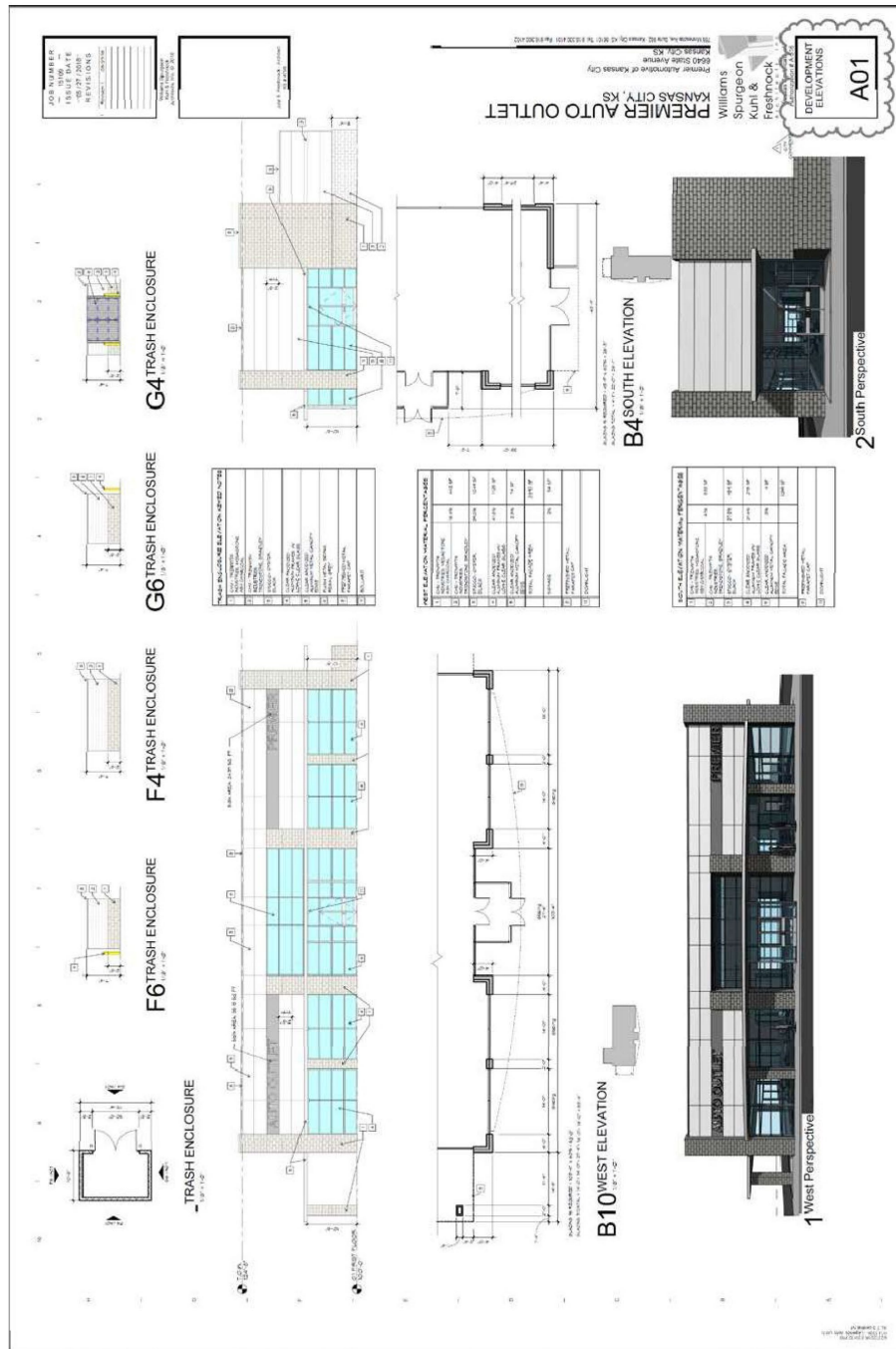


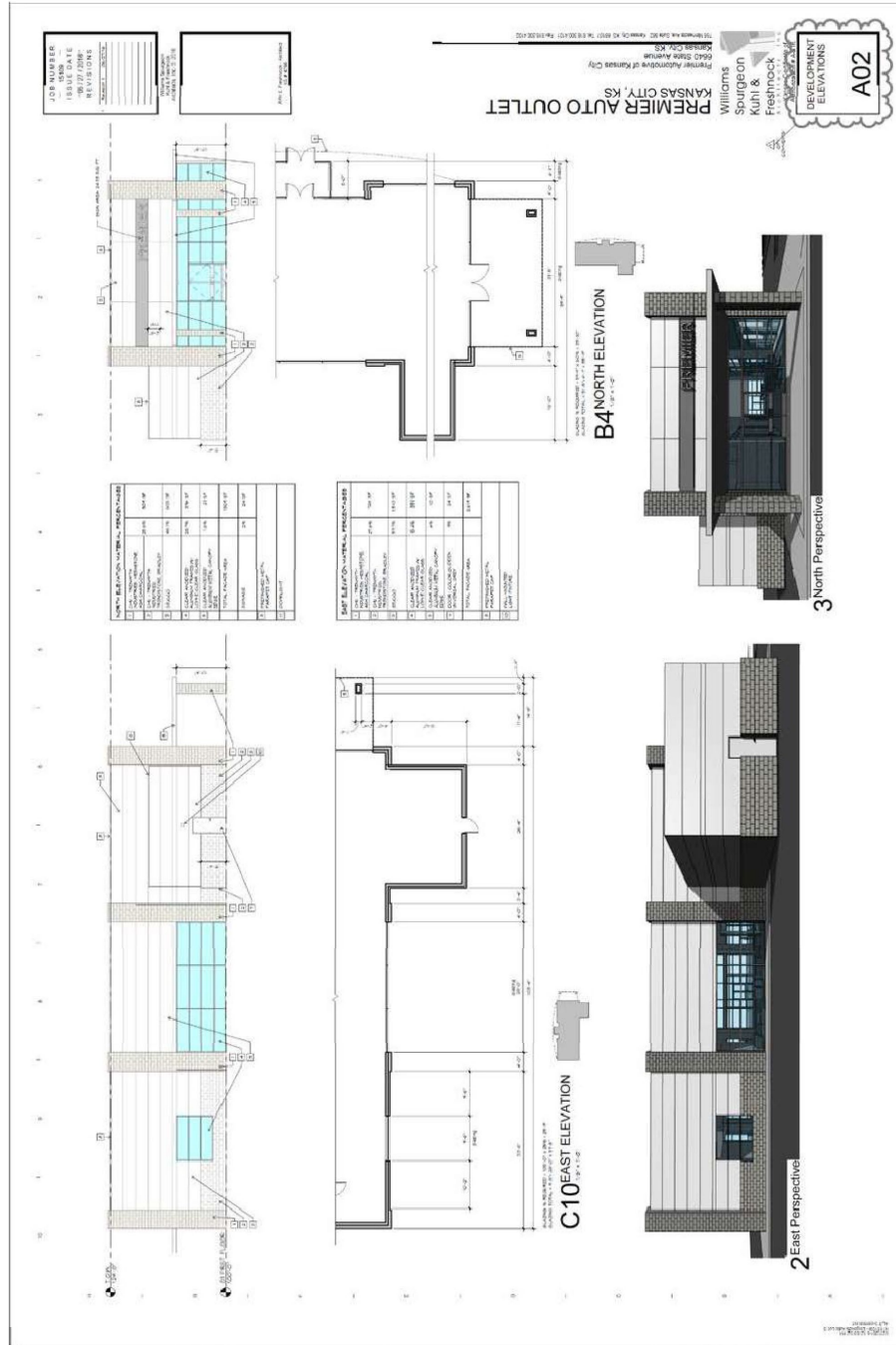
united
engineering
group

4601 NW Oakley Ave, Suite 202 | Topeka, KS 66618
Phone: 785.686.2888 | www.unitedeng.com

Sheets A101 & A201 constitute
the amendment to SP2016-54

A
1/4" = 1'-0"















Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-015**

GENERAL INFORMATION

Applicant Information:

Brian Glasser
Co-Owner
aKCo Investments, LLC
2734 Belleview Avenue
Kansas City, Missouri 64108

Subject Property:

616 Elizabeth Avenue
Kansas City, Kansas 66101

Requested Action and Purpose:

Approval of a Special Use Permit for
a Short-Term Rental.

Commission Districts:

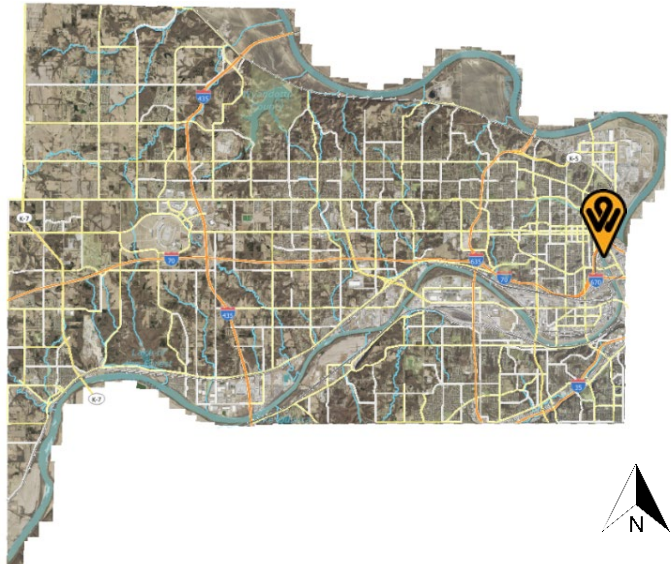
At-Large Commissioner, District #2:
Tom Burroughs
District #2 Commissioner:
William (Bill) Burns

Existing Zoning District(s):

R-1(B) Single Family District

Plan Area:

Central Area Plan



	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family District	Single-family residence
South	RP-5 Planned Apartment District	Duplex
East	R-1(B) Single Family District	Single-family residence
West	R-1(B) Single Family District	Single-family residence

Total Tract Size: 0.057 Acre

Comprehensive Plan Designation: The Central Area Plan designates the subject property as Urban Density, which allows for a mix of detached and attached residential uses, including single-family homes, townhomes, duplexes, multifamily, and institutional uses.

Major Street Plan: The goDotte Countywide Strategic Mobility Plan designates Elizabeth Avenue as Local Street.

Section 27-455(d) requires that two (2) off-street parking spaces be provided for each single-family dwelling. The subject property has a tandem driveway at the rear of the property, providing two (2) parking spaces, meeting this requirement.

Landscaping Requirement: Section 27-700(a) requires one (1) shade tree per dwelling unit required in the front or corner side yard. The subject property does not provide for adequate space to accommodate a shade tree in the front or side yard, but is legal non-conforming. A large tree is maintained in the rear of the property.

Advertisement: The Wyandotte Echo – March 20, 2025
Letters to Property Owners – March 21, 2025

Public Hearings: April 14, 2025 and May 1, 2025

Public Support: None to date.

Public Opposition: None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Brian Glasser with aKCo Investments, is requesting a Special Use Permit to operate a short-term rental at 616 Elizabeth. This is the co-owner's primary residence, although, he is not on-site to manage the property when leased for short-term use. This would be the first and only permitted short-term rental on the 600 block of Elizabeth. There are previous Special Use Permits for the same operation, although the applicant ceased operations during the Covid pandemic.

City Ordinance Requirements: 27-592 through 27-606, 27-214, and 27-623 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. 2019: 2019-00080665 – residential alarm
2. 2019: 2019-00039530 – found property

Building, Zoning, or Code Enforcement Complaints:

1. 2019: 19225-03853 – tall grass (closed)
2. 2018: 18217-00024 – short-term rental without SUP (closed)
3. 2015-2017: Multiple Violations and citations for structural condition of the home/distressed/vacant property (prior owner – closed)
- 4.

Outstanding or Related Permit and Cases:

1. 2018: 18390-00081: Residential Plumbing (completed)
2. 2018: 18300-00097: Residential Renovation (completed)
3. 2017: 17385-00857: Residential Mechanical (completed)
4. 2017: 17380-01544: Residential Electrical (completed)

Previous Planning Actions:

1. 2018: SP-2018-63 – Special Use Permit for Home Occupation Short-Term Rental
 - a. Approved – one (1) year.
2. 2019: SP-2019-86 - Special Use Permit for Home Occupation Short-Term Rental
 - a. Approved – two (2) years.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Riverview Statistical Neighborhood in Strawberry Hill. The neighborhood consists of a mix of single-family and multi-family homes and mixed-used developments typical of urban densities built prior to 1940. The adjacent North 6th Street corridor is a mix of uses, including drinking establishments, restaurants, and retail shops.

- 2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.***

The zoning and uses are set out above. The subject property is surrounded by primarily single-family and mixed-use commercial districts. Use of the property as a rental, either short or long-term, while commercial in nature, is consistent with other nearby properties in close proximity. While use as a short-term rental is commercial in nature, the use is occurring in a purpose-built residence, which should not present issues with nearby property. The proposed use is compatible if properly managed.

- 3. *The suitability of the property for the uses to which it has been restricted. Will the remove of restrictions including those for hours of operation (where applicable), detrimentally affect nearby property?***

Removal of the restrictions that require a Special Use Permit has the potential to create issues such as parking, excessive noise, illumination, vibration, overcrowding of land and undue concentrations of population. The property could be suitable for use as a short-term rental if the aforementioned issues are properly managed.

- 4. *The length of time the property has remained vacant as zoned.***

The property is not vacant. The property was in severe disrepair and was considered for demolition in 2017 prior to the property owner's purchase and renovation in 2018. Since its renovation, the property owner has lived at the property as their primary residence.

- 5. *The degree of conformance of the proposed use to the Comprehensive Plan.***

Special Use Permits are not addressed in the Central Area Plan. The Central Area Plan designates the subject property as Urban Density, which allows for a mix of detached and attached residential uses, including single-family homes, townhomes, duplexes, multifamily, and institutional uses. The proposed use conforms to the Central Area designation as it still retains its ability to be utilized as a single-family detached dwelling unit, even if rented as a short-term commercial use with a Special Use Permit.

- 6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.***

The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Elizabeth Avenue, a Local Street, to accommodate it if managed properly while it functions as a short-term rental. Guests of short-term

rentals tend to travel more throughout the area, as they are typically visitors or tourists.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use provides a convenience to the public in the form of temporary lodging, however, issues such as making excessive noise, vibration, illumination, overcrowding of land, and undue concentrations of population could impact nearby properties negatively. If managed properly, however, the use of the property is not expected to substantially nor permanently injure the appropriate use, visual quality, or marketability of adjoining property.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Noise, vibration and illumination are all potential issues that are related to short-term rentals if it is not managed properly. There have not been any complaints to date with the current applicant. Dust is not typically an issue related to the use of a residential property as a short-term rental in an urban area and ostensibly not considered to be a problem for nearby properties.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use will not pollute the air, land or water as it is an existing, permitted residence.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted residence in an existing built-out neighborhood.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain or loss to public health, safety and welfare is minimal as it only provides the convenience of lodging with some economic benefit. If denied, the landowner could not use the property as a short-term rental, but may still use the property as a long-term rental with appropriate permits and licenses, their primary residence, or sell the property.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant will be required to maintain their short-term rental according to the submitted management plan and conditions of approval, including, limits to

number of guests and number of vehicles on the property, and other applicable ordinances set by the Code of Ordinances.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use is not expected to create issues of overcrowding as it operates within an existing structure on the site. The maximum number of guests at one time is five (5). The maximum number of vehicles off-street is two (2). There shall be no on-street parking for renters or guests of any short-term rental. If the applicant abides by the outlined conditions, specifically those that prohibit parties or larger groups, undue concentrations of population should not be an issue.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Zoom on March 31, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Noise, Illumination, and Vibration
Home Inspection Report
Overcrowding and Undue Concentrations of Population
Parking
Landscaping

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Special Use Permit application **SP2025-015**, for one (1) year, subject to:

1. **Maximum number of guests shall be five (5);**
2. **All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
5. **Applicant is to maintain liability insurance;**
6. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
7. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
8. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government**

enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);

9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
10. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
12. All existing and future driveways must feature curb cuts that are constructed to UG standards;
13. All lighting must be downward facing with 90-degree cut-off fixtures;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of

approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-015** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Host Compliance Map

Staff Report Responses
Neighborhood Meeting Information
Homeowner's Insurance
Floorplan
Applicant Provided Photos
Rental Management Plan
Pest Control & Treatment Invoice
Electrical Repair Invoice
Inspection Report Highlights
Staff Site Visit Photo Dated March 18, 2025

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	April 14, 2025	May 1, 2025

STAFF CONTACT: Kallie McLaughlin, Planner, Floodplain Administrator
kdmclaughlin@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-015** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-015**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 3:02:46:

SPECIAL USE PERMIT APPLICATION SP2025-015 – BRIAN GLASSER– SYNOPSIS:

Special Use Permit for a short-term rental at 616 Elizabeth Avenue. *Detailed Outline of Requested Action:* The applicant, Brian Glasser with aKCo Investments, is requesting a Special Use Permit to operate a short-term rental at 616 Elizabeth. This is the co-owner's primary residence although he is not on-site to manage the property when leased for short-term use. This would be the first and only permitted short-term rental on the 600 block of Elizabeth. There are previous Special Use Permits for the same operation, although the applicant ceased operations during the Covid pandemic.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners;

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Brian Glasser, Applicant, 616 Elizabeth Avenue, Kansas City, Kansas 66101

Present in Opposition:

- No one appeared

Staff Recommendation starts at 3:04:34: Planning Director Hand stated that this request is for an owner-occupied short-term rental, but since the home will be rented while the owner is traveling for work, a Special Use Permit is required. The property is located in the Central Area Plan. Staff received no letters in support or in opposition. There are some older Notices of Violation from when the property was vacant before the current owner. Staff recommends approval with conditions, including a maximum of five (5) people on-site and two (2) cars on street.

Motion starts at 3:05:18:

On motion by Mrs. Jones, seconded by Mr. Miller, the Planning Commission voted as follows to **recommend APPROVAL of SP2025-015 for one (1) year:**

Carson	Chairman
Straws	Aye
Ward	Not Present

Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

1. Maximum number of guests shall be five (5);
2. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
3. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
4. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
5. Applicant is to maintain liability insurance;
6. The property must remain in proper maintenance and free of hazards, pests, or infestations;
7. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
8. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
10. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

12. All existing and future driveways must feature curb cuts that are constructed to UG standards;
13. All lighting must be downward facing with 90-degree cut-off fixtures;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

- 20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.**

ATTACHMENTS

AERIAL IMAGERY



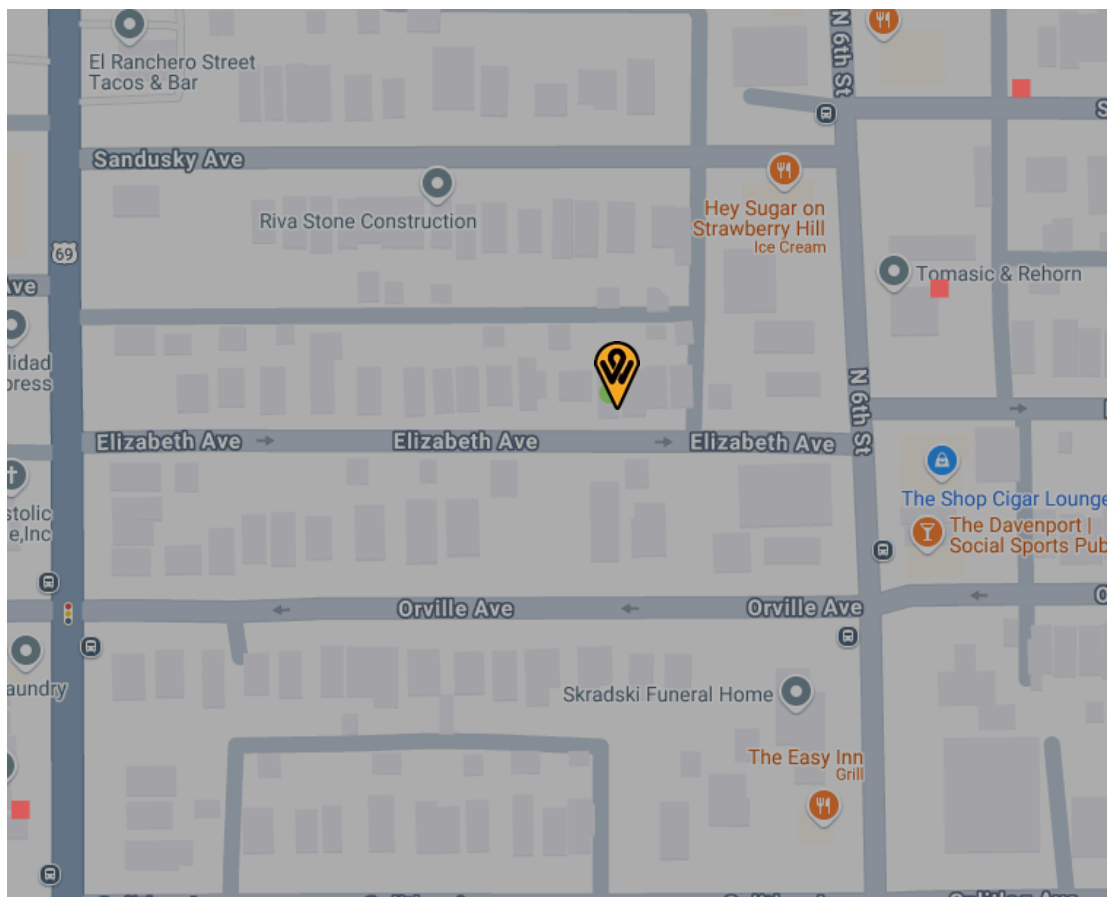
ZONING MAP



LAND USE MAP



SHORT-TERM RENTAL MAP



STAFF REPORT RESPONSES

1. As a result of the home inspection, the following repairs are required:

- a. A pest control treatment shall be administered to treat the termite damage
 - **Treatment was completed, there are no active termites present**
- b. Repair electrical panel breakers and conductors
 - **Electrical panel is fully up to code**
- c. Reconnect the supply ductwork to the vent in the living room
 - **Completed**
- d. Repair leaking sewer floor drain
 - **Completed, no issues**
- e. Provide smoke detectors in every bedroom, common area, utility area, and basement. Provide carbon monoxide detectors in the kitchen, living area, near chimney, and near gas appliances.
 - **Complete to standard**

2. Dead or damaged landscaping (grass, bushes, etc) in the front yard shall be replaced.

Applicant Response: There are no dead or diseased landscaping/bushes/etc.

3. Who will be the designated property manager? Explain the details of this arrangement. What is their contact information? Provide the contact information to the neighbors within the notice area.

Applicant Response: Brian Glasser and Andrew Morgans are both managers and live within 5 minutes of the property.

4. How will you communicate with the neighbors if there are any issues?

Applicant Response: We have both of our neighbors contact information and text sporadically as required/needed.

5. In the event that there is an issue on the property, how fast can the owner or manager be on-site if necessary?

Applicant Response: 5-10 minutes

6. What is the projected annual occupancy rate for this listing?

Applicant Response: 60%

7. Indicate how you will maintain the property in a safe and sanitary manner?

Applicant Response: We use professional cleaners and we always double check.

8. How will you pay appropriate Kansas State Lodging Taxes? Does AirBNB or other short-term rental platform deduct and pay these taxes?

Applicant Response: It is auto deducted already

STAFF REPORT RESPONSES

9. Do you provide a guest manual that lists rules and regulations such as "no parties," etc.?

Applicant Response: Yes, we have a manual on site that species that as well as our listing.

10. Will guests be allowed to bring pets to the property?

Applicant Response: Guests with ESA/service animals will be allowed.

NEIGHBORHOOD MEETING INFORMATION

MEETING MINUTES:

Application Number: SP2024-015

Date and Location: 31-MAR-25 via Virtual Meeting

Meeting called to order at: 5:30 pm, CST, on 31-MAR-25

Names of people in attendance: Brian Glasser & Andrew Morgans

- ☐ **Overview:** No attendees showed up, and no attendees called or emailed us personally.
 - o We concluded the meeting at 6:00 CST and we were available via phone call all day/night as well.

Meeting adjourned at: 6:00 pm, on 31-MAR-25

Minutes taken by: Andrew Morgans

NEIGHBORHOOD MEETING INFORMATION

DocuSign Envelope ID: DF4CDE64-DA35-409E-AA42-AEA059C2400D

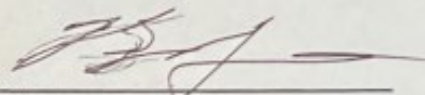
AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF MO)
COUNTY OF JACKSON) SS:

Comes now Brian Glasser of akco Investments, of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2024-015 -616 Elizabeth Avenue.
2. That I conducted a neighborhood meeting on 31-MAR-25.
3. The notice to nearby property owners was sent on 17-MAR-25.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

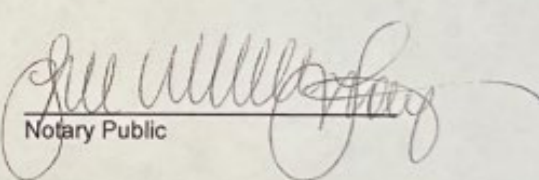


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 1st day of April, 2025

My commission expires 20th of March, 2026.

FALLON MICHELLE THOMPSON
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23061818
My Commission Expires 03/20/2026



Notary Public



HOMEOWNER'S INSURANCE

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE: 03/05/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
RealProtect
434 Green St. NE
Gainesville, GA 30501

COMPANY
Great American E&S Insurance Company
c/o OSC
3550 George Busbee Pkwy NW, Suite 300
Kennesaw, GA 30144

PHONE NUMBER
1-800-579-0652

EMAIL
sales@realprotect.com

REFERENCE NUMBER
[REDACTED]

POLICY NUMBER
[REDACTED]

INSURED
aKCo Investments LLC
2734 Belleview
Kansas City, MO 64108

EFFECTIVE DATE
02/10/2024

EXPIRATION DATE
02/10/2025

PROPERTY INFORMATION

LOCATION/DESCRIPTION
616 Elizabeth Ave.
Kansas City, KS 66101

PROPERTY TYPE
Single Family Residence

THE POLICY INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

Coverage / Perils / Forms	Amount of Insurance	Deductible
Property Coverage	\$112,000.00	Building: \$5,000.00
Loss of Rent	\$15,600.00	Wind/Hail except FL: Greater of 2% / \$5,000.00
Contents Coverage	\$0.00	Wind/Hail FL: Greater of 5% / \$5,000.00
Liability	\$1,000,000 occurrence / \$2,000,000 aggregate	
Sewer and Water Backup	\$10,000.00	
Ordinance or Law	\$12,760.00	

REMARKS (Including Special Conditions)

Replacement Cost Optional Coverage Applies

Hazard Premium: \$525.16
Policy Fee: \$25.00
Liability Premium: \$120.00
Surplus Lines Tax: \$47.10
Sewer and Water Backup: \$76.56
Ordinance and Law: \$38.28
Total: \$832.10

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
Shellpoint Mortgage Servicing ISAOA/ATMA
P.O. Box 7050
Troy, MI 48007-7050
Loan Number: 0680983285

☒ Lender ☐ Additional Insured ☒ Loss Payee

AUTHORIZED REPRESENTATIVE

Robert V. Norton

RealProtect - 5205001

FLOOR PLAN



APPLICANT PROVIDED PHOTOS



APPLICANT PROVIDED PHOTOS



RENTAL MANAGEMENT PLAN

Rental Management Plan (616 Elizabeth Ave. Kansas City, KS 66101)

This is an owner occupied short-term rental. The management plan is consistent with standard short-term rental operations with the exception of accounting for the owners required time on the property.. The property is advertised on short-term rental sites such as airbnb and VRBO. As bookings come in, those bookings are cross referenced with the occupants (Andrew Morgans) schedule to ensure no overlap.

aKCo Properties (which the owner is a member of), manages the maintenance on the property at all times.

The property is professionally cleaned prior to the owner residing back at the property, and self cleaned after the owner resides at the property.

All communication with guests is completed through the applicable booking apps.

PEST CONTROL & TREATMENT INVOICE



Invoice
Kc Pest Control LLC
5510 woodland ave
Kansas City Mo 64110
US
9132063467
kc1pestcontrol@gmail.com
Tax number : 36-4952622

Para
AKCO Properties
2032 summit st
Kansas City Mo 64108
brian@apex-kc.com
+1 (702) 845-6296

Invoice # 55
Fecha Sep 17, 2024

Artículo	Cantidad	Precio	Importe
Termites	1	595,00 \$	595,00 \$
termite treatment, guaranteed for 5 years			

Total parcial	595,00 \$
Total	595,00 \$
Pagado el Sep 20, 2024	595,00 \$

Saldo deudor	0,00 \$
--------------	---------

service at:
616 Elizabeth Ave
Kansas City, KS 66101
Estadno Unidos

ELECTRICAL REPAIR INVOICE



Full Services Remodeling LLC
6308 N Main St
Kansas City, Mo 64118
Phone: (913) 206-3467
Email: fullservicesremodeling@gmail.com

Bill To
AKCO Properties
2032 summit st
Kansas City , Mo 64108
(702) 845-6296

Payment terms Due upon receipt
Invoice # 1507
Date 01/15/2025
Business / Tax # 612000710

Description	Total
Complete Maintenance on Electrical Panel	\$975.00
Panel Maintenance: All electrical services are safe and in good working order. Repair the AC Breaker. Repair/replace with proper breaker. 20 Amp Repair Repair neutral conductors in the electrical panel that terminate in the same lug	
Subtotal	\$975.00
Total	\$975.00

Payment Summary	
01/27/2025 - Check	\$975.00
Paid Total	\$975.00
Remaining Amount	\$0.00

INSPECTION REPORT HIGHLIGHTS

Wood Boring Insects

- Repair: Evidence of wood destroying insect activity was observed within the basement. There is risk of additional hidden damage. If the property has not already been treated, a licensed pest control specialist should be engaged. Wood destroying insects can do a substantial amount of damage to the wood structural components of a home. See additional report for more information.

Page 5 of 21

Legacy Home Inspections

616 Elizabeth Ave., Kansas City, KS



Termite damage on subflooring in basement



Termite damage on subflooring in basement



Termite damage on sill plate in basement



Termite damage on floor joist in basement

Supply/Return Air Ductwork

- Repair: Observed a supply register in the living room that did not have duct work running to it. This register does not produce heat. Recommend repairing duct work or sealing register off.
- Monitor: The laundry room was not equipped with a supply duct. This room does not have central heating and cooling. Repair as necessary.



No supply duct in laundry room



Supply register in living room not connected to duct work

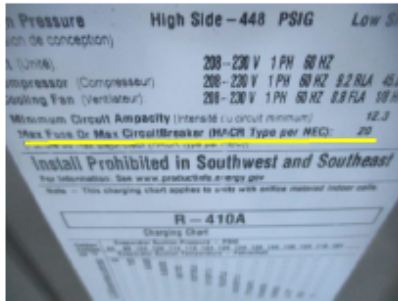


No duct work to supply register near front wall of living room

INSPECTION REPORT HIGHLIGHTS

Main Panel

- Safety Issue: Observed a 30 AMP breaker in the main panel that was labeled "AC". Noted on the AC condenser unit that the maximum circuit breaker for the AC is 20 AMPS. It is possible that the current wiring configuration is not properly suited for the application. Recommend evaluation by a licensed electrician.
- Safety Issue: Observed multiple neutral conductors that terminate under the same lug in the electric panel. An individual terminal should be provided for the connection of each branch-circuit neutral conductor. Recommend repair by a licensed electrician.
- Repair: Observed multiple 20 amp breakers feeding 14 gauge wires. This size breaker typically calls for 12 gauge wires. Recommend that a licensed electrician evaluate for necessary repairs.



AC unit calls for max breaker of 20 amps



AC unit is on a 30 amp breaker



Neutrals under same screw

Waste Piping

- Repair: Observed leaking water from the sewer cleanout and the floor drain was backed up at the time of inspection. Recommend that a licensed plumber evaluate for repairs.



Leaking water from sewer cleanout and floor drain backed up





Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: Master Plan Amendment Petition MPL2025-002

GENERAL INFORMATION

Applicant Information:

Austin Thompson
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007

Subject Property:

313 North 10th Street
Kansas City, Kansas 66102

Request Action and Purpose:

Approval of a Master Plan
Amendment from Public/Semi-Public
to High Density Residential (Central
Area Plan) to convert a school
building into apartments.

Commission Districts:

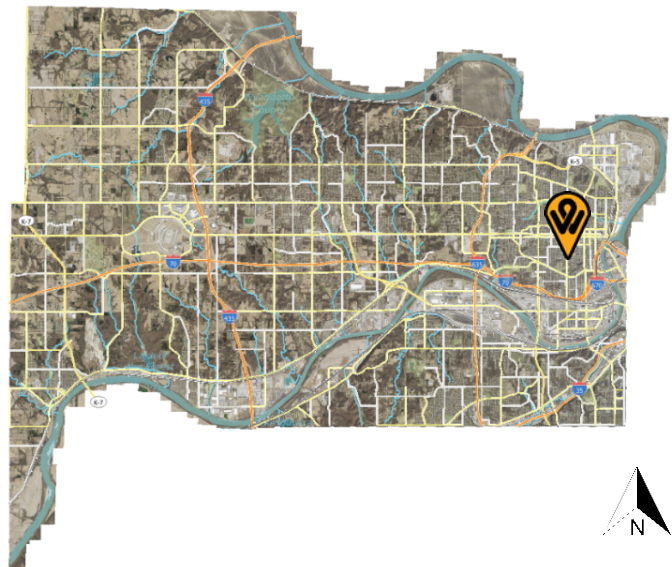
At-Large District #2 Commissioner:
Tom Burroughs
District #2 Commissioner:
William (Bill) Burns

Existing Zoning District(s):

RP-5 Planned Apartment District

Plan Area:

Central Area Plan



	Adjacent Zoning	Adjacent Uses
North	R-1(B) Single Family and C-3 Commercial Districts	Vacant Residential Land and Single-Family Residences
South	R-1(B) Single Family and C-3 Commercial Districts	Vacant Residential Land, Commercial Property and Single-Family Residences
East	R-1(B) Single Family District	Single-Family Residences
West	R-1(B) Single Family and C-3 Commercial Districts	Commercial Property and Single-Family Residences

Total Tract Size: 1.03 Acres

Comprehensive Plan Designation: The Central Area Plan designates the subject property as Public/Semi-Public, which allows publicly owned or non-profit property. When these uses are sold, the City should carefully consider alternative uses for redevelopment.

A Master Plan Amendment is being sought from Public/Semi-Public to High Density Residential (Central Area Plan), which allows mid-rise and high-rise apartment buildings, condominiums, and institutional uses such as schools, churches and libraries.

Major Street Plan: The goDotte Mobility Plan designates North 10th Street as a Major Collector.

Parking Requirement: Section 27-460(d) one and one-half (1.5) parking spaces shall be provided for each dwelling unit that has one (1) bedroom or less. Two (2) parking spaces shall be provided for each dwelling unit that has two (2) bedrooms or more. The site is required to provide 37 spaces. There are 38 spaces provided.

Landscaping Requirement: Section 27-460(f) A reasonable amount of landscaping is required on all projects with emphasis on softening the visual impact of parking areas and enhancing the overall appearance. Trees are required at not less than one (1) per 4,500 square feet of site area.

Section 27-700(b)(1) Buffer plantings, which shall include the equivalent of a minimum of

one (1) evergreen tree or one (1) shade tree and three (3) large shrubs for each 30 feet of adjacent project boundary, shall be provided for such development adjacent to single-family or two-family zoned property” and “All multifamily residential projects shall include at least one (1) shade tree per 8 dwelling units and one (1) shrub per dwelling unit in addition to the tree requirement, but not in addition to the buffer plantings if required”. 13 trees and 25 shrubs are required to be planted. 13 trees and 25 shrubs are provided.

Advertisement:

The Wyandotte Echo – January 16, 2025 and March 20, 2025
Letters to Property Owners – January 17, 2025, February 3, 2025, February 26, 2025 and March 21, 2025

Public Hearings:

April 14, 2025 and May 1, 2025

Public Support:

None to date.

Public Opposition:

None to date.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Austin Thompson, is requesting a Final Development Plan Review and a Master Plan Amendment from Public/Semi-Public to High Density Residential (Central Area Plan) to convert a school building into apartments at 313 North 10th Street.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765, Article VI Section 27-212, and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There have been no calls for police services in the past five (5) years.

Building, Zoning, or Code Enforcement Complaints:

1. There have been numerous Notices of Violation on the property between 2020 and present day.
 - a. 2022 – BSR22-0115 – Stop Work Order – Windows replaced without permits
 - b. 2022 – STR22-0649 – Structural – Work without permits

- c. 2021 – PMT21-0046 – Boarding Permit
- d. 2021 – ABT21-3013 – Abatement – Weeds and Trash
- e. 2021 – UNF21-0090 – Unfit – No utilities and boarded windows
- f. 2021 – VPR21-0078 – Vacant Property Registration
- g. 2021 – ABT21-2075 – Abatement – Grass and Weeds
- h. 2021 – CAC21-0854 – Administrative Citation – Environmental Violations
- i. 2021 – CAC21-0713 - Administrative Citation – Failure to register a vacant building
- j. 2021 – CAC21-0069 - Administrative Citation – Environmental Violations
- k. 2021 – CAC21-0070 – Administrative Citation – Structural Violations
- l. 2020 – UNS20-0018 – Unsecure Structure – Fire Damage Found

Outstanding or Related Permit and Cases:

1. There are no additional related permits or cases on the subject property.

Previous Planning Actions:

1. Approval of a Change of Zone (COZ2024-026) from R-1(B) to RP-5 to convert a school building into apartments in 2024.
2. Approval of a Preliminary and Final Plat (PLAT2024-029) to create one (1) lot in 2024.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Riverview Statistical Neighborhood, the Central Area Betterment Association (CABA) and Riverview Neighborhood Group. The neighborhood consists of a mix of residential uses, including single-family residences on small lots, duplexes, and fourplexes, as well as smaller scale commercial uses. The property is along 10th Street, a Major Collector, which runs north to Quindaro and South to Armourdale.

2. Whether events subsequent to the comprehensive plan adoption have changed the character and/or condition of the area as to make the application acceptable.

There has been no change to the area surrounding the subject property since the Area Plan adoption. The subject property, however, operated as a vacant school prior to adoption of the Central Area Plan in 2020. Therefore, the application is acceptable and matches the zoning, current land use, and future land use map under like categories, if approved to High Density Residential.

3. Whether the change is consistent with the goals and policies of the comprehensive plan and/or any relevant corridor, neighborhood, or area plan.

The subject property is located on North 10th Street, a Major Collector and mixed-use corridor with commercial business and a mix of residential uses. The properties to the north, south, and east are designated as Urban Density. Properties on the west side of 10th Street are designated as Community Commercial. The proposed Master Plan Amendment is consistent with the goals of Central Area Plan as the intent of the High-Density designation is to provide incremental change between urban mixed uses or commercial uses and residential neighborhoods.

4. *The extent to which utilities and public services are available and adequate to serve the proposed use.*

a. *Electric and Water Service*

Sanitary sewer service is provided by BPU.

b. *Sanitary Sewer Service*

Sanitary sewer service is provided by the Unified Government.

c. *Storm Water Control*

Storm water control is provided by the Unified Government.

d. *Police*

Police service is provided by Midtown Patrol, District #111.

e. *Fire*

Fire service is provided by Station #9, which is 0.66 miles away from the subject property.

f. *Transit*

Public Transit is provided by Kansas City ATA with a stop approximately 0.66 miles south on Central Avenue, Route #102.

g. *Schools*

Public Education is provided by Douglass Elementary School, Northwest Middle School, and Wyandotte High School, under Kansas City, Kansas USD 500.

h. *Streets*

The property is accessed off of North 10th Street, a Major Collector, and Splitlog Avenue, a Local/Neighborhood Street.

5. *Whether the proposed amendment will result in comprehensive plan or regulatory conflicts.*

The proposed amendment would not result in a conflict with the Area Plan, as the plan intends to provide housing density along Major Collectors. The amendment will also not create regulatory conflicts with the previous approval of a Change of Zone (COZ2024-026) to the RP-5 Planned Apartment District.

6. *Whether the proposed amendment would allow a change in development on the subject site without creating adverse impacts on existing or planned surrounding uses or creating inconsistencies with applicable future land use map patterns.*

The proposed amendment would allow a change in development on the subject property in the sense that it matches the existing and future proposed use of the property to the future land use map. While this change only applies to the subject property, the land use designation on the east side of North 13th Street is Urban Density, which allows single-family homes, attached residences, including town homes, duplexes, triplexes and fourplexes, which may affect future land use patterns with the change of use from a former school to multi-family apartments.

7. *The impacts of the potential costs and benefits derived by the community or area by the proposed change.*

The potential costs and benefits are minimal. The proposed change would merely permit the use of multi-family apartments in the non-conforming building, rather than allow for a new or different development on the subject property.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting via Google Meet on March 24, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Master Plan Amendment
Parking
Landscaping

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Master Plan Amendment application **MPL2025-002** subject to:

1. No changes are being proposed to the exterior of the building. The engraving, façade, soffits and fascia shall be preserved;
2. Any new rooftop equipment must be screened with a parapet or other method of screening;
3. The sidewalks on North 10th Street and Splitlog shall be repaired and/or replaced;
4. Per the applicant's submittal, the landscaping shall consist of the following:
 - i. 10 trees as required by Section 27-460(f); These should be installed along the street on North 10th Street and Splitlog Avenue;
 - ii. 16 shade trees and 48 shrubs as required for buffering by Section 27-700(b)(1) or Three (3) trees and 24 shrubs;
 - iii. Additional hedges shall be added along the length of the parking lot to screen any headlights from shining onto nearby property;
 - iv. A privacy fence shall be provided along the eastern property line of new Lot 1;
5. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
6. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
8. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
9. If approved, the applicant must file and maintain a current business occupation tax application with this office;
10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
12. Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a

structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;

13. Proposed development within this plat will require civil drawings to be submitted, which may result in submitting a revised replat;
14. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
15. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;
16. All new rooftop mechanical equipment (i.e., RTUs, HVAC, vent stacks, etc.) shall be screened from public view by the parapet of the building. Architectural screens such as opaque, textured, or perforated panels do not meet the standards of the Commercial Design Guidelines;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
18. In the event the a plan or section thereof is given final approval and thereafter the landowner shall abandon said plan or a section thereof and shall so notify the unified government in writing, or in the event the landowner shall fail to commence, as evidenced by receipt of building permits and start of construction, the planned development within 18 months after final approval has been granted or in the case of subsequent phases each shall be initiated within 24 months of the issuance of a

certificate of occupancy on the entire preceding phase or the plan will be considered abandoned, then in either event such final approval shall terminate and shall be deemed null and void unless such time period is extended by the planning commission upon written application by the landowner. Whenever a final plan or section thereof has been abandoned as provided in this section, no development shall take place on the property until a new development plan has been approved.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **MPL2025-002** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

April 14, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Applicant Response Letter
Site Plan
Neighborhood Meeting Minutes
Landscape Plan
Grading Plan
Site Photos, Taken by Staff, Dated January 2025

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Master Plan Amendment	April 14, 2025	May 1, 2025
Final Plan Review	April 14, 2025	Not Applicable

STAFF CONTACT:

Byron Toy, AICP
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **MPL2025-002** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **MPL2025-002**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

April 14, 2025, City Planning Commission Minutes:

Hearing starts at 3:13:42:

PLAN REVIEW APPLICATION PR2024-041 – AUSTIN THOMPSON WITH ATLAS LAND CONSULTING – SYNOPSIS: Final Development Plan to convert a vacant school building into a 25-unit apartment building at 313 North 10th Street (in conjunction with MPL2025-002) *Detailed Outline of Requested Action:* The applicant, Austin Thompson, is requesting a Final Development Plan Review and a Master Plan Amendment from Public/Semi-Public to High Density Residential (Central Area Plan) to convert a school building into apartments at 313 North 10th Street.

MASTER PLAN AMENDMENT APPLICATION MPL2025-002 – AUSTIN THOMPSON WITH ATLAS LAND CONSULTING – SYNOPSIS: Master Plan Amendment from Public/Semi-Public to High Density Residential in the Central Area Plan for a school to apartment building conversion at 313 North 10th Street.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated April 14, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners;

Recording Secretary Morris asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Krystal Voth, Atlas Land Consulting

Present in Opposition:

- No one appeared

Staff Recommendation starts at 3:15:59: Planning Director Hand stated that this Final Plan Review is being heard in conjunction with MPL2025-002. This application is for a previously abandoned school being converted into apartments. The Change of Zone functioned as the Preliminary Development Plan and has previously been approved. The property is located in the Central Area Plan. Staff recommends approval with conditions.

Motion starts at 3:17:41:

On motion by Mrs. Jones, seconded by Mr. Straws, the Planning Commission voted as follows to **recommend APPROVAL of MPL2025-002:**

Carson	Chairman
Straws	Aye
Ward	Not Present
Armstrong	Not Present
Beth	Aye
Easterwood	Not Present
Ernst	Aye
Jones	Aye
Miller	Aye
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL passed: 6 to 0

Subject to:

1. No changes are being proposed to the exterior of the building. The engraving, façade, soffits and fascia shall be preserved;
2. Any new rooftop equipment must be screened with a parapet or other method of screening;
3. The sidewalks on North 10th Street and Splitlog shall be repaired and/or replaced;
4. Per the applicant's submittal, the landscaping shall consist of the following:
 - v. 10 trees as required by Section 27-460(f); These should be installed along the street on North 10th Street and Splitlog Avenue;
 - vi. 16 shade trees and 48 shrubs as required for buffering by Section 27-700(b)(1) or Three (3) trees and 24 shrubs;
 - vii. Additional hedges shall be added along the length of the parking lot to screen any headlights from shining onto nearby property;

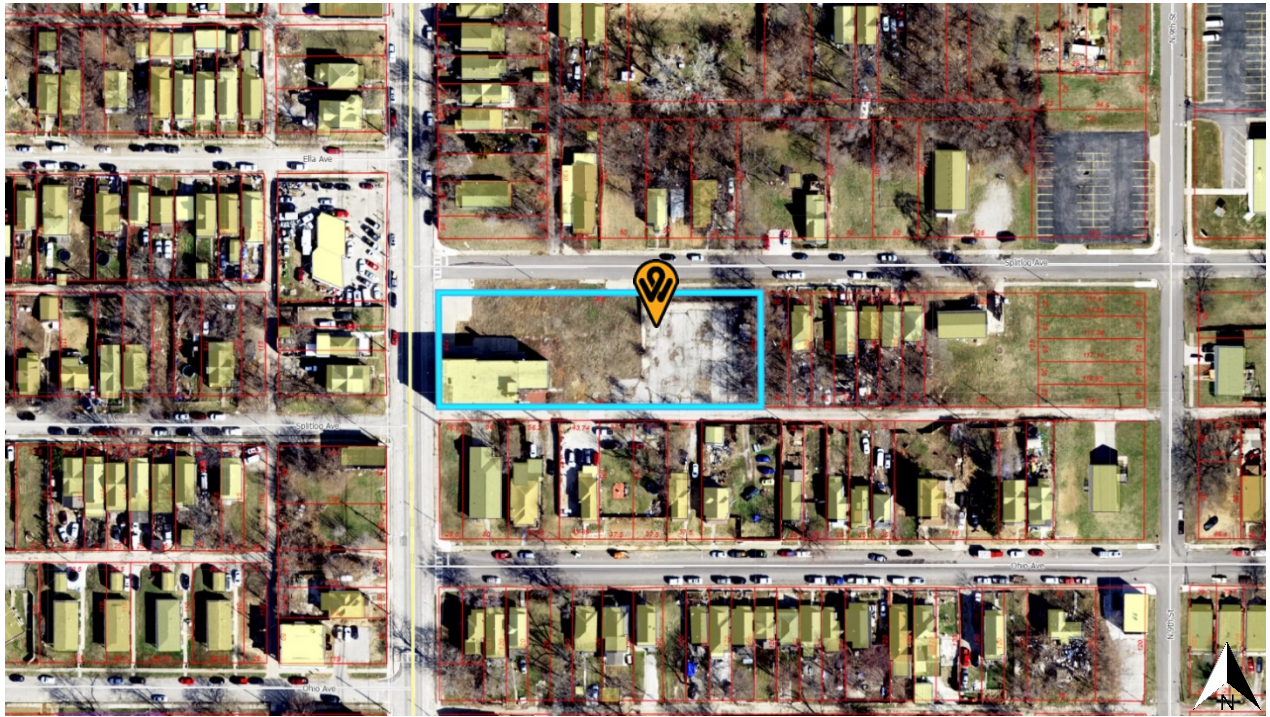
- viii. A privacy fence shall be provided along the eastern property line of new Lot 1;
5. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
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 7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
 8. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
 9. If approved, the applicant must file and maintain a current business occupation tax application with this office;
 10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 12. Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
 13. Proposed development within this plat will require civil drawings to be submitted, which may result in submitting a revised replat;
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 15. Section 27-699(b)(5) states that all outside bins or trash container areas

must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;

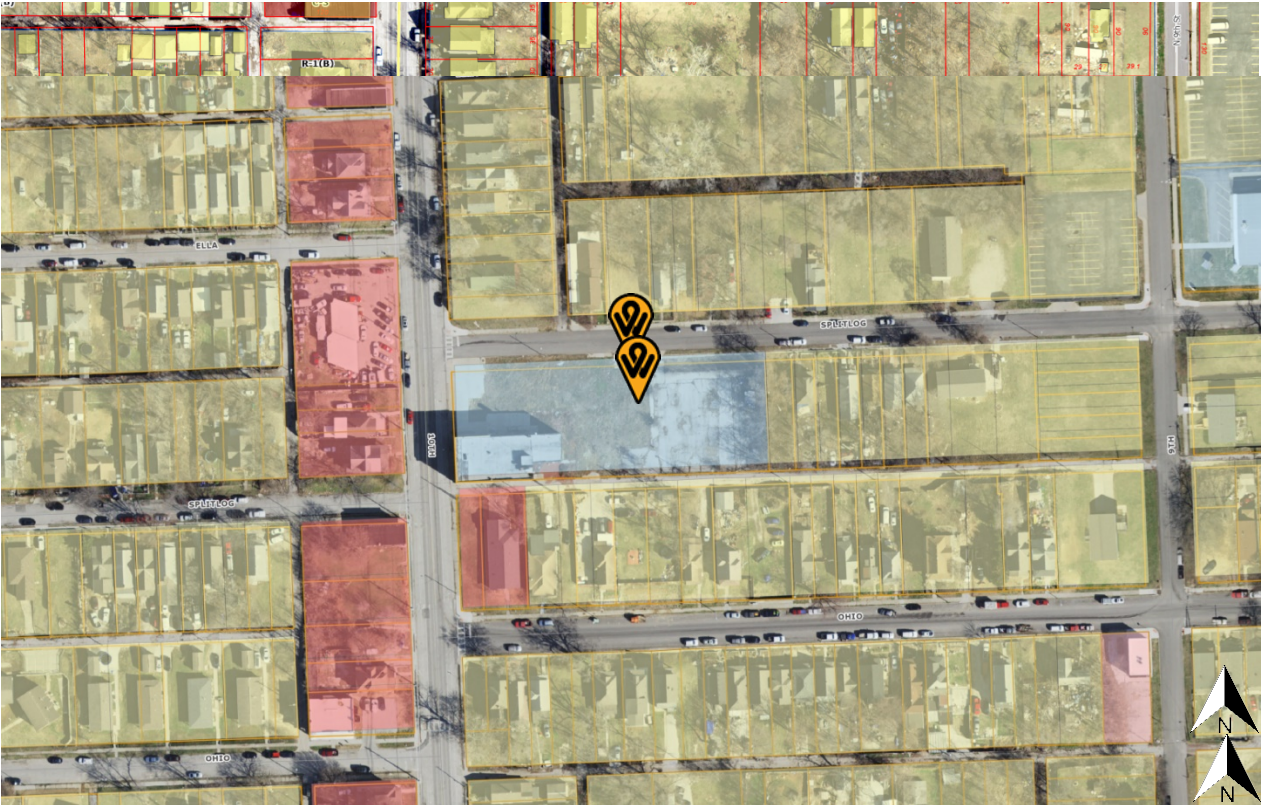
16. All new rooftop mechanical equipment (i.e., RTUs, HVAC, vent stacks, etc.) shall be screened from public view by the parapet of the building. Architectural screens such as opaque, textured, or perforated panels do not meet the standards of the Commercial Design Guidelines;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed by right or by Special Use Permit under the new zoning district, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located; and,
18. In the event the a plan or section thereof is given final approval and thereafter the landowner shall abandon said plan or a section thereof and shall so notify the unified government in writing, or in the event the landowner shall fail to commence, as evidenced by receipt of building permits and start of construction, the planned development within 18 months after final approval has been granted or in the case of subsequent phases each shall be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase or the plan will be considered abandoned, then in either event such final approval shall terminate and shall be deemed null and void unless such time period is extended by the planning commission upon written application by the landowner. Whenever a final plan or section thereof has been abandoned as provided in this section, no development shall take place on the property until a new development plan has been approved.

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP

ATTACHMENTS

Krystal Voth
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, KS 66007

417-622-2907
Krystal@alconsult-llc.com

03/24/2025

Mr. Byron Toy, AICP
Lead Planner
701 N 7th Street, Kansas City, KS 66101

Mr. Toy

Thank you for the opportunity to submit an application on behalf of Atlas Land Consulting reading Case No. PR2024-041 & MPL2025-002 a request for approval of a Final Development Plan and Master Plan Amendment from Public/Semi-Public to High Density Residential, converting a school building into apartments. . I am in receipt of the Draft Staff Report. Please find my response to the Planning and Urban Design Comments Below:

1. Will any changes be made to the exterior of the building? If so, provide elevations. a. The engraving found on the front (west) façade, as well as the soffits and fascia must kept preserved and repaired if needed. b. Provide updated building elevations. **Applicant Response:**
No changes are being proposed to the exterior of the building. The engraving, façade, soffits and fascia shall be preserved.

2. All previous conditions of approval remain, including: **Understood**

a. Any new rooftop equipment must be screened with a parapet or other method of screening. **Understood**

b. The sidewalks on North 10th Street and Splitlog shall be repaired and/or replaced. **Understood**

c. Per the applicant's submittal, the landscaping shall consist of the following: **Understood**

d. 10 trees as required by Section 27-460(f); These should be installed along the street on North 10th Street and Splitlog Avenue **Understood**

e. 16 shade trees and 48 shrubs as required for buffering by Section 27 700(b)(1) or Three (3) trees and 24 shrubs. **Understood**

f. Additional hedges shall be added along the length of the parking lot to screen any headlights from shining onto nearby property.

Understood

g. A final development plan shall be submitted. Understood

h. A privacy fence shall be provided along the eastern property line of new Lot 1. Additionally, we are in receipt of the conditions of approval and agree to the terms of approval. Understood

Further, applicant acknowledges and agrees to the 14 Standard Conditions listed in the Draft Staff Report provided on March 24, 2024.

Planning Engineering Comments:

A. Items that require plan revision or additional documentation before engineering can recommend approval: 1. None Understood

B. Items that are conditions of approval: 1. Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments. Will provide upon receipt

C. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: 1. None Understood

Sincerely,

Krystal Voth

Mar 24, 2025 | [MPL2025-002 Master Plan Amendment 313 N 10th Street](#)

Attendees: Krystal Voth, Atlas Land Consulting

Meeting Information

- Virtual Meeting was held from 6:00PM Until 6:51PM.
- No attendees were present

Discussion/Questions

- No attendees were present, therefore no discussion took place

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
) SS:
COUNTY OF Leavenworth)

Comes now Krystal A. Roth, of lawful age, sound mind and upon his/her oath states as follows:

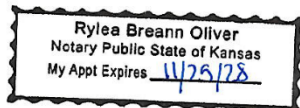
1. That I am the petitioner for Petition # MPL 2025-002.
2. That I conducted a neighborhood meeting on 3-24-2025.
3. The notice to nearby property owners was sent on 3-7-2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Krystal A. Roth
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 25 day of March, 2025.

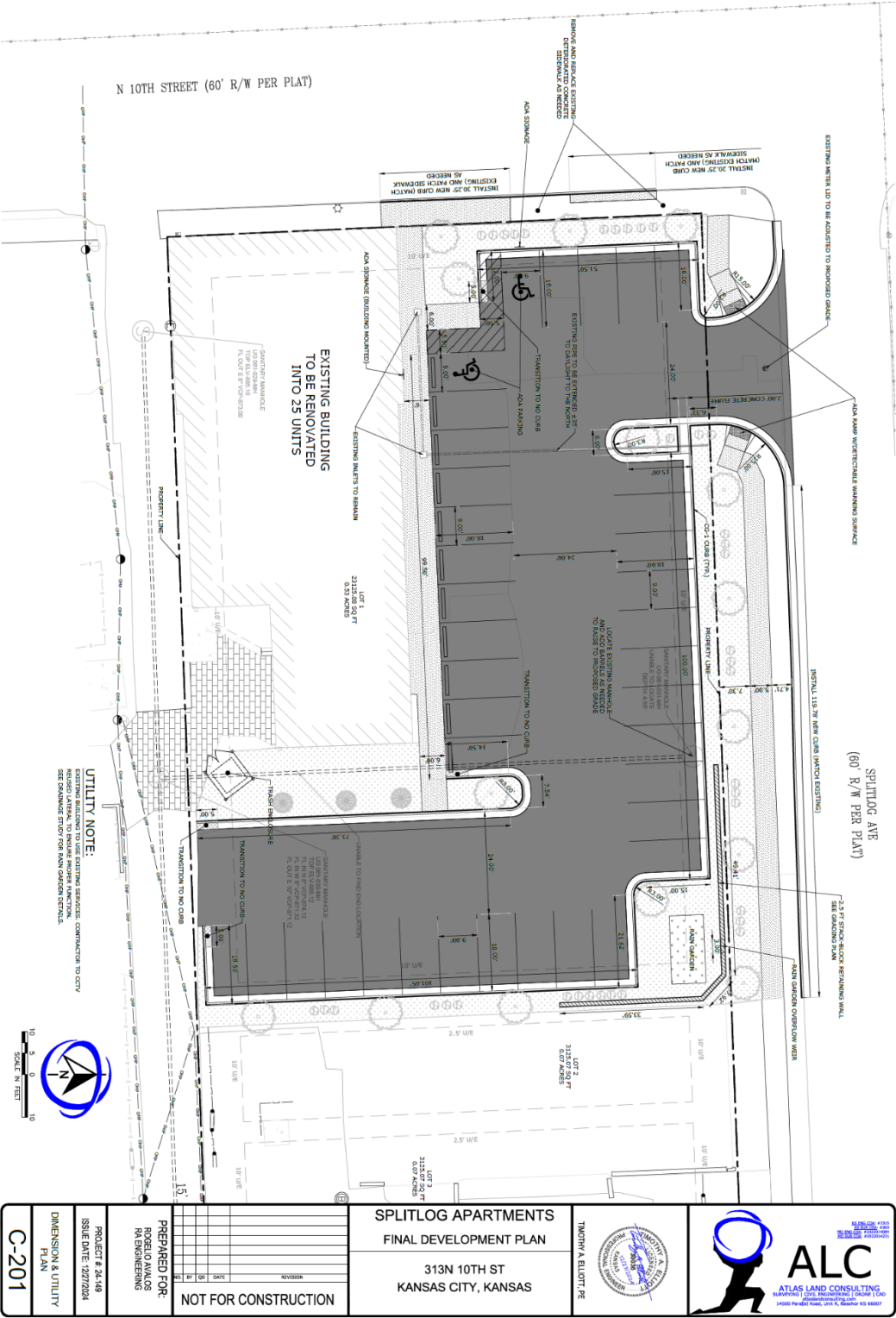
My commission expires 25 of November, 2028.



Rylea Oliver
Notary Public

SITE PLAN

12/27/2024 11:15 AM ALEX
CAD FILE: C:\Users\alex\OneDrive\LocalTemp\AUP\Splitlog_Final Dev Plan.dwg



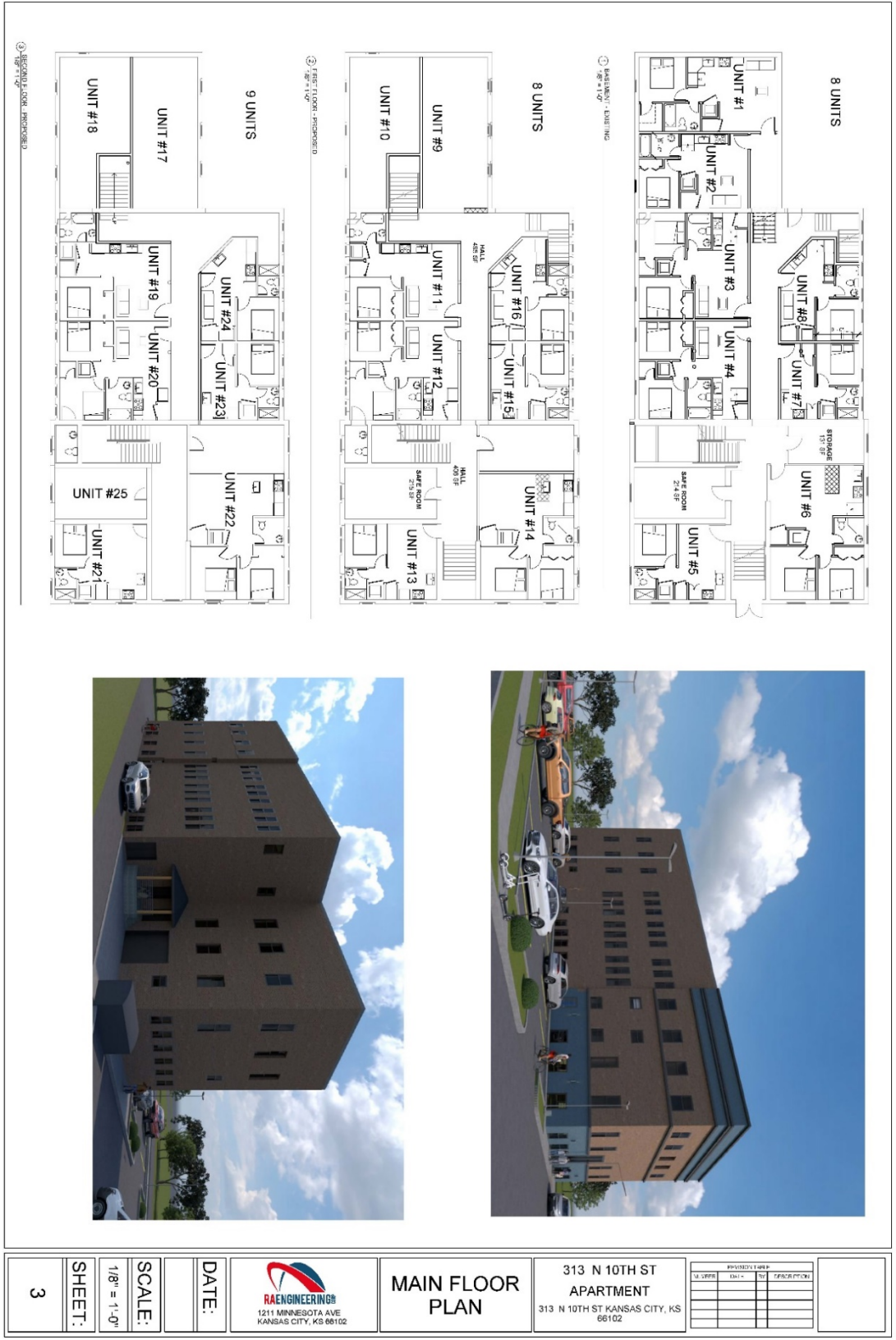
MPL2025-002



12/27/2024 11:15 AM ALEX
CAD FILE : C:\Users\alex\AppData\Local\Temp\AcPublish_7156\Splitting Final Dev Plan.dwg



FLOOR PLAN



SITE PHOTOS, TAKEN BY STAFF, DATED JANUARY 15, 2025



(First published _____)

COZ2024-034

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 6909 State Avenue, in Kansas City, Kansas, by changing the same from its present zoning of No Zoning to RP-5 Planned Apartment District.

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

Section 1. It is hereby found and determined that a petition was filed on October 25, 2024, by the owners of property to have the zoning of said property changed from its present zoning of No Zoning to RP-5 Planned Apartment District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

TRACT 1:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE 6TH P.M., KANSAS CITY, WYANDOTTE COUNTY, KANSAS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 10' 11" EAST, 763.70 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 01 DEGREE 49' 49" EAST, 108.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF US-24 HIGHWAY AS CONDEMNED IN DISTRICT COURT CASE NO. 94275-A, WYANDOTTE COUNTY AND THE POINT OF BEGINNING; FIRST COURSE, THENCE SOUTH 49 DEGREES 04' 52" WEST, 57.55 FEET ALONG SAID RIGHT OF WAY LINE; SECOND COURSE, THENCE SOUTH 01 DEGREE 50' 59" EAST, 1,178.07 FEET ALONG SAID RIGHT OF WAY LINE; THIRD COURSE, THENCE SOUTH 87

DEGREES 53' 07" WEST, 286.47 FEET ALONG SAID RIGHT OF WAY LINE; FOURTH COURSE, THENCE NORTH 12 DEGREES 18' 39" WEST, 1175.69 FEET; FIFTH COURSE, THENCE NORTH 81 DEGREES 54' 48" EAST, 547.85 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ALL THAT PORTION THEREOF CONTAINED IN THE DESCRIPTION OF LAND FILED IN BOOK 1654, PAGE 291.

TRACT 2:

THE RIGHT OF ACCESS TO THE HIGHWAY OVER AND ACROSS THE FOLLOWING DESCRIBED COURSE: BEGINNING AT A POINT 376.75 FEET, NORTH 81 DEGREES 54 MINUTES 48 SECONDS EAST FROM THE BEGINNING OF SAID FIFTH COURSE AND EXTENDING NORTH 81 DEGREES 54 MINUTES 48 SECONDS EAST, 60.00 FEET ALONG SAID FIFTH COURSE TO THE POINT OF TERMINATION, PURSUANT TO QUITCLAIM DEED DATED JULY 21, 2005 AND RECORDED AUGUST 08, 2005 AS DOCUMENT NO. 2005R-20387, located at approximately 6909 State Avenue, Kansas City, Kansas,

be changed from its present zoning of No Zoning to RP-5 Planned Apartment District, as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-460, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Planning and Urban Design Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for RP-5 Planned Apartment District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2025.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2024-042

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 9700 State Avenue, in Kansas City, Kansas, by changing the same from its present zoning A-G Agriculture District to CP-2 Planned General Business District.

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

Section 1. It is hereby found and determined that a petition was filed on February 21, 2025, by the owners of property to have the zoning of said property changed from its present zoning of A-G Agriculture District to CP-2 Planned General Business District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

LOT 3, SCHLITTERBAHN VACATION VILLAGE SECOND PLAT, A
SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY,
KANSAS, EXCEPT THAT PART PLATTED AS LOT 1, HOMEFIELD
ATLAS 9, A SUBDIVISION IN THE CITY OF KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, located at 9700 State Avenue,
Kansas City, Kansas,

be changed from its present zoning of A-G Agriculture District to CP-2 Planned General Business District, as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-466, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and

maintained in the Planning and Urban Design Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for CP-2 Planned General Business District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2025.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(First published _____)

COZ2025-003

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 2506 West 43rd Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District.

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

Section 1. It is hereby found and determined that a petition was filed on January 24, 2025, by the owners of property to have the zoning of said property changed from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

Lot 3, Block 1, ORCHARD GROVE, a subdivision in the City of Kansas City, Wyandotte County, Kansas, located at approximately 2506 West 43rd Avenue, Kansas City, Kansas,

be changed from its present zoning of R-1(B) Single Family District to R-2(B) Two Family District, as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. The Planning and Urban Design Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for R-2(B) Two Family District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of

Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2025.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
TYRONE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2024-113

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2024-113, commonly known as 4211 South Thompson Street, Kansas City, Kansas, legally described as:

LOMBARD PARK ADD, S34, T11, R25, 9832 SQUARE FEET, B2 L5 & L6,
located at approximately 4211 South Thompson Street, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for continuation of a Short-Term Rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. The applicant must comply with the landscaping requirements by planting one (1) shade tree in the front or corner side yard;
2. Maximum number of guests shall be six (6);
3. All parking must be off-street, maximum number of vehicles is three (3). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit,

- a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
 7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
 8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
 9. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
 10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
 11. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
 12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 13. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
 14. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 16. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative

- citations;
17. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
 18. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 19. The Special Use Permit shall be valid for two (2) years (amended by the City Planning Commission) from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
 20. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 21. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2024-114

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2024-114, commonly known as 508 Ohio Avenue, Kansas City, Kansas, legally described as:

ORCHARD PLACE, S10, T11, R25, ACRES 0.08, B1 W 27FT OF E 93FT L7 TO L11, located at approximately 508 Ohio Avenue, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for continuation of a Short-Term Rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Maximum number of guests shall be six (6);**
2. **A maximum of one (1) parking space must be provided and maintained within the designated parking area in front of the property on Ohio Avenue. (Added by City Planning Commission)**
3. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
4. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's**

- contact information within the entrance of the area that is rented;
5. Applicant is to maintain liability insurance;
 6. The property must remain in proper maintenance and free of hazards, pests, or infestations;
 7. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
 8. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
 9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
 10. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
 11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 12. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 13. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 14. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 15. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and

- be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
16. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 17. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
 18. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 19. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2024-115

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2024-115, commonly known as 3151 Fiberglass Road, Kansas City, Kansas, legally described as:

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 10 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF FIBERGLASS ROAD WITH THE NORTH LINE OF FUNSTON ROAD AS SAID ROADS ARE NOW ESTABLISHED; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 650.00 FEET ALONG THE EAST LINE OF FIBERGLASS ROAD WHICH IS PARALLEL WITH AND 1143.75 FEET DISTANT WEST, MEASURED AT RIGHT ANGLES FROM THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 27, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 372.19 FEET ALONG THE EAST LINE OF THE SAID FIBERGLASS ROAD; THENCE EAST ALONG A STRAIGHT LINE AT RIGHT ANGLES TO SAID EAST LINE OF FIBERGLASS ROAD A DISTANCE OF 238.56 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO SAID EAST LINE OF FIBERGLASS ROAD A DISTANCE OF 8.96 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 239.88 FEET MORE OR LESS, TO A POINT 348.86 FEET EAST OF, and MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF FIBERGLASS ROAD; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 23.0 FEET; THENCE SOUTH 30 DEGREES 32 MINUTES 00 SECONDS EAST 58.84 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 99.32 FEET PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SAID SECTION 27; THENCE SOUTH 90 DEGREES 00 MINUTES 00

SECONDS WEST 402.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART THEREOF IN PUBLIC ROADS. EXCEPT ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, located at approximately 3151 Fiberglass Road, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for continuation of an automotive body shop.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. The hours of operation shall be from 7:00 AM to 6:00 PM;
2. Vehicle repairs shall not be done in any right-of-way easement or roadway;
3. Vehicles shall be repaired within an enclosed building;
4. A cross-access agreement shall be maintained between the separate parcels;
5. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
6. Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
7. The applicant shall ensure that they have obtained all proper permits from the local, State, and Federal agencies accordingly, as well as the respective

- drainage districts, as applicable;
8. The Subject Property has been identified as being within a floodplain. The Applicant shall review the Floodplain Management Ordinance and obtain the necessary local, State, and Federal floodplain permits before the construction or alteration of any structure the floodplain prior to obtaining a building permit;
 9. The Subject Property is within a 100-year Special Flood Hazard Area (SFHA). A SFHA is defined as the area that would be inundated by the flood event having a 1 percent chance of being equaled or exceeded in any given year. Before the alteration to or construction of any new structure on the subject property, the applicant shall submit the following required information for review:
 - a. A Survey shall be provided showing the property lines, setbacks, proposed and existing building elevations, 100-year floodplain and/or floodway shall be designated, the base flood elevation provided, FIRM panel number, and effective date shall be included. The Survey is required to be signed and sealed by and Kansas licensed surveyor or engineer;
 10. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for all new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other development:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and,
 - f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - i. All such proposals are consistent with the need to minimize flood damage;
 - ii. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - iii. Adequate drainage is provided so as to reduce exposure to flood hazards; and,

- iv. All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data;
- 11. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for the Storage of Materials and Equipment:
 - a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
 - b. Storage of other materials or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning;
- 12. The Subject Property, being within the SFHA, shall comply with the following requirements of the floodplain ordinance for Construction Elevation Inspections when the project is approved for construction:
 - a. Certificate of elevation shall be provided when the top of the first floor has been constructed.
 - b. Final certificate of elevation shall be provided when the structure is completed and prior to the request for a final inspection (TCO/CO);
- 13. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
- 14. If approved, the business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
- 15. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
- 16. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
- 17. All existing and future driveways must feature curb cuts that are constructed to UG standards;
- 18. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater

- Quality, Streets, and Retaining Walls, or other requirements as applicable;
19. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 20. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
 21. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 22. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
 23. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 24. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all

conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2025-005

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-005, commonly known as 2311 North 104th Terrace, Kansas City, Kansas, legally described as:

PARALLEL HEIGHTS, S35, T10, R23, ACRES 0.810000, B2 L5 & L6, located at approximately 2311 North 104th Terrace, Kansas City, Kansas.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for continuation of a short-term rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. The applicant shall maintain existing landscaping including grass, plants, shrubs, etc.;
2. Maximum number of guests shall be 7;
3. All parking must be off-street, maximum number of vehicles is three (3). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit,

- a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
 7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
 8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
 9. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
 10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
 11. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
 12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle

- storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 18. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
 19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2025-007

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-007, commonly known as 2506 West 43rd Avenue, Kansas City, Kansas, legally described as:

Lot 3, Block 1, ORCHARD GROVE, a subdivision in the City of Kansas City, Wyandotte County, Kansas, located at approximately 2506 West 43rd Avenue.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for operation of a Short-Term Rental.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Change of Zone:** This City Planning Commission case is being heard in conjunction with BOZA2025-003. Any approval by the City Planning Commission or Board of Commissioners of this case, and the conditions of approval contained herein, are contingent, and shall only go into effect, upon the approval of BOZA2025-003 by the Unified Government Board of Zoning Appeals and upon any ordinance publications required by law;
2. The applicant shall plant one (1) shade tree in the front yard in accordance with Section 27-700 (a);
3. The following items must be corrected prior to renewal and evidence of

- their repair through permit, invoice, or other must be provided:
- o Install spindles on the large openings on the exterior guardrails;
 - o Repair the fence on the west side of the property;
 - o Install conduit to cover the extension cord powering a light timer in the garage breezeway;
 - o Repair the upper level hall outlet;
 - o Repair the upper level hall showerhead; and
 - o Install handrails on the stairs in the garage breezeway;
4. **Short-Term Rental: Maximum number of guests shall be 7 for the upstairs Unit 1, and four (4) for downstairs Unit 2. Should the Change of Zone not be approved, 7 occupants are the maximum for the property reverted into a single-family residence. Should an approved lodging inspection be obtained, the occupancy limits can be re-evaluated upon Special Use Permit renewal;**
 5. **All parking must be off-street. The maximum number of vehicles for Unit 1 is two (2) and they must utilize the provided garage. The maximum cars for Unit 2 is limited to one (1) and they must utilized the provided parking pad. No STR renters or guests may park on-street;**
 6. **The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;**
 7. **Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;**
 8. **Applicant is to maintain liability insurance;**
 9. **The property must remain in proper maintenance and free of hazards, pests, or infestations;**
 10. **The granting of this Special Use Permit does not transfer with a change of ownership of the property;**
 11. **Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);**
 12. **Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;**
 13. **If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;**
 14. **A building permit is required for the construction of a permanent structure**

greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

15. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
16. All existing and future driveways must feature curb cuts that are constructed to UG standards;
17. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
18. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
21. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior

to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

SP2025-016

ORDINANCE NO. _____

AN ORDINANCE authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:

Section 1. Special Use Permit Granted. Pursuant to the regulations set forth in Chapter 27, Sec. 27-214 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, permission is hereby granted to use in the manner set forth in Section 2 hereof, the following described real property as set forth in SP2025-016, commonly known as 4325 Rainbow Boulevard, Kansas City, Kansas, legally described as:

DREYERS SUB, S10, T11, R25, ACRES 0.060000, L8, located at 4325 Rainbow Boulevard.

Section 2. That the real property hereinabove described shall hereafter be granted a Special Use Permit for operation of an 18-unit hotel.

Section 3. Conditions and Stipulations. The Special Use Permit granted in Section 1 and 2 hereinabove, in addition to full compliance with any general provisions contained in Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby contingent upon the performance and observation of the following additional and supplementary regulations, stipulations, conditions and restrictions, of which any violation of any hereafter enumerated will be an additional basis for revocation in addition to those factors specified in Section 27-214:

1. **Planning Staff recommends the City Planning Commission modify the Applicant's request for a Change of Zone from RP-4 Planned Garden Apartment District to CP-2 Planned General Business District to an indefinite Special Use Permit to operate a hotel exclusively for Friendship Inn;**
 - a. **Subject to approval of amended application, MPL2025-001 will be withdrawn;**
2. **Comply with previous conditions of approval from BOZA2021-033, COZ2021-043, SP2021-074 and MPL2021-023;**

3. Comply with previous conditions of approval from PR2023-023;
4. Comply with previous conditions of approval from PR2024-007;
5. Section 27-700(a) One (1) shade tree per dwelling unit is required in the front or corner, side yard, and one (1) tree per 7,000 square feet of stie area for sues other than residences;
6. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted;
7. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
8. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street. Lighting cannot exceed one (1) footcandle at the property line;
9. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
12. The Department of Planning + Urban Design shall not give approval for any final Certificate of Occupancy (CO) before the completion of all required work. The applicant, permit holder, and/or property owner shall complete all items required, including, but not limited to: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned District Requirements, Master Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of beginning of any work. As necessary, a landscape bond may be allowed, however, all other requirements must be completed prior to issuance of a Final CO;
13. The Special Use Permit is not valid for the approved use to be in operation

until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

14. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
15. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
16. The Special Use Permit shall be valid indefinitely from the publication of the associated Ordinance. Special Use Permits are non-transferable, subject to Section 27-214(f)(10)a-c, therefore, all operations must cease until such time as a new Special Use Permit is approved and the ordinance is published;
17. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
18. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Section 4. Take Effect. This ordinance shall take effect as of the date of its publication as provided by law.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS ____ DAY OF _____, 2025.

TYRONE GARNER
MAYOR/CEO

Attest:

Unified Government Clerk

APPROVED AS TO FORM:

CHIEF COUNSEL

(Published _____)

VAC2025-001

ORDINANCE NO. _____

AN ORDINANCE vacating all of the North 5 feet of lot 4, HAYWARD ACRES, a subdivision of land in Wyandotte County, Kansas AND The South 5 feet of Lot 5, HAYWARD ACRES, a subdivision of land in Wyandotte County, Kansas, located at approximately 4555 North 97th Street, Kansas City, Kansas.

BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the following described right-of-way in Kansas City, Kansas be and the same is hereby vacated:

The North 5 feet of lot 4, HAYWARD ACRES, a subdivision of land in Wyandotte County, Kansas AND The South 5 feet of Lot 5, HAYWARD ACRES, a subdivision of land in Wyandotte County, Kansas, located at approximately 4555 North 97th Street, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2025.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

BY: _____
TYRONE GARNER
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

APPROVED AS TO FORM:

CHIEF COUNSEL



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2024-057**

GENERAL INFORMATION

Applicant Information:

Brad Willits
Representative
Dynasty Holdings
7120 Gibbs Road
Kansas City, Kansas 66106

Subject Property:

7120 Gibbs Road
Kansas City, Kansas 66106

Requested Action and Purpose:

Renewal of a Special Use Permit to operate a youth athletic training facility (expired July 2, 2024).

Commission Districts:

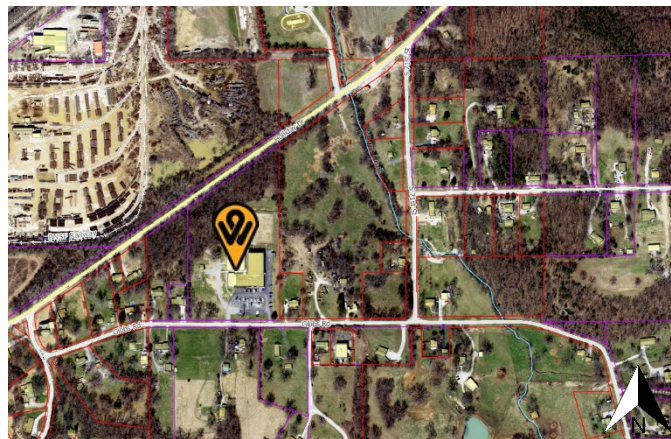
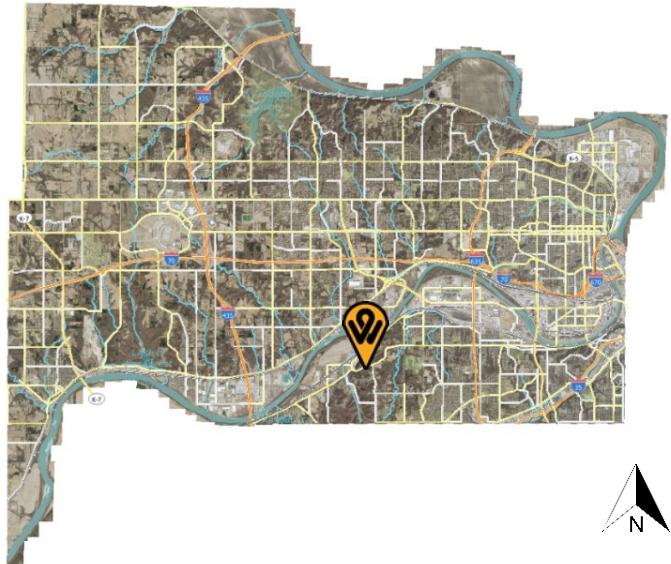
Commissioner At-Large, District #2:
Tom Burroughs
District #6 Commissioner:
Philip Lopez

Existing Zoning District(s):

R-1 Single Family District

Plan Area

PlanKCK Comprehensive Plan



	Adjacent Zoning	Adjacent Uses
North	M-3 Heavy Industrial District	Railroad Business
South	R-1 Single Family District	Single-family residences
East	R-1 Single Family District	Single-family residences
West	R-1 Single Family District	Single-family residences

Total Tract Size: 7.73 Acres

Comprehensive Plan Designation: The PlanKCK Comprehensive Plan designates the subject property as Public/Semi-Public/Institutional, which allows for public and semi-public facilities such as local, state and federal facilities, schools, hospitals, community centers and religious Institutions.

Major Street Plan: The goDotte Mobility Plan designates Gibbs Road as a Local/Neighborhood Street.

Parking Requirement: Section 27-668 (a)(1) states “Athletic fields, stadiums, miniature golf courses, gymnasiums, indoor athletic facilities. Spaces for these uses shall be as determined by the planning commission”. The subject property currently provides approximately 80 parking spaces.

Landscaping Requirement: Section 27-700 (a) states “one (1) tree per 7,000 square feet of site area for uses other than residences”. Section 27-699 (a)(1) states “All areas not covered by buildings, paved area, or other acceptably improved areas shall be landscaped with such landscaping continuously maintained”. The subject property fulfills these requirements.

Advertisement: The Wyandotte Echo – August 15, 2024
Letters to Property Owners – August 16, 2024, September 17, 2024, October 29, 2024, December 13, 2024 and January 28, 2025

Public Hearings: October 14, 2024, December 9, 2024, January 13, 2025, March 10, 2025, March 27, 2025, and May 1, 2025

Public Support:

There were fifty-seven (57) people present at the March 10, 2025, City Planning Commission meeting, seventeen (17) people spoke.

Public Opposition:

Three (3) letters of opposition. Six (6) people in opposition at the October 14, 2024, City Planning Commission meeting. Two (2) people in opposition at the December 9, 2024, City Planning Commission meeting. One (1) person in opposition at the January 13, 2025, City Planning Commission meeting. One (1) person in opposition at the March 10, 2025, City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Brad Willits is requesting a renewal of a Special Use Permit (expired in June 2024) to operate a youth athletic training facility at 7120 Gibbs Road, Kansas City, Kansas 66106.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are six (6) disturbance complaints on the subject property from 2017 to 2020.

Building, Zoning, or Code Enforcement Complaints:

1. 2016 – 16395-00123 – Stop Work Order – Demo without permit, burying concrete.
2. 2024 – CMP24-1240 – Enforcement Complaint – Vehicles parking on grass and new light poles installed with LED lights.

Outstanding or Related Permit and Cases:

1. 2016 – 16300-00287 – DRC – Gym expansion – Process Complete.

Previous Planning Actions:

1. 2012 – 12402-00016 – Special Use Permit – Youth athletic training facility.
2. 2014 – 14402-00026 – Special Use Permit – Renewal for a youth athletic training facility.
3. 2016 – 16402-00009 – Special Use Permit – Adjustment of Special Use Permit for a youth athletic training facility with the addition of building space.

4. 2016 – 16405-00009 – Plan Review – Final Plan Review for additional building space.

FACTORS TO BE CONSIDERED

1. *The Character of the Neighborhood.*

The subject property is located within the Morris Statistical Neighborhood Group, the Turner Community Connection Business Group, and the Morris Neighborhood Group. The neighborhood consists of a mixture of uses. To the north of the subject property there is a property zoned M-3 Heavy Industrial District, this property is used by a railroad business. To the east, west, and south of the subject property the neighborhood is comprised mostly of large-lot residential homes.

2. *The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.*

The zoning and uses are set out above. The subject property is surrounded by R-1 Single Family District and the M-3 Heavy Industrial District. The surrounding neighborhood is transitional in nature from industrial uses to the north along Holliday Drive and residential uses to the south of Holliday Drive. The proposed use, which is commercial in nature, is compatible with nearby uses if property managed.

3. *The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?*

The proposed use is suitable for the subject property as it has operated as a youth athletic training facility for the past 12 years. Before operating as a training facility, the subject property was the Morris Elementary School. The removal of restrictions will not detrimentally affect nearby property.

4. *The length of time the property has remained vacant as zoned.*

The property is not vacant. The property has operated as a youth athletic training facility since 2012.

5. *The degree of conformance of the proposed use to the Comprehensive Plan.*

Special Use Permits are not addressed in the PlanKCK Comprehensive Plan. The PlanKCK Comprehensive Plan designates the subject property as Public/Semi-Public/Institutional, which allows for public and semi-public facilities such as local, state and federal facilities, schools, hospitals, community centers

and religious Institutions. The proposed use conforms to the PlanKCK Comprehensive Plan designation with the continuance of a Special Use Permit.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use does not have the potential to increase vehicular traffic, but should not exceed the capacity of Gibbs Road, a Local/Neighborhood Street, to accommodate it if managed properly.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use might be reasonably necessary for the convenience and welfare of the public as this provides a service to the community, however, it is not a necessity. The proposed use will not affect the use, quality, or marketability of nearby property as this is an existing use and the site was designed to accommodate large crowds since it was previously used as an elementary school.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

Noise and illumination are expected to occur in durations or intensities as potentially to create issues with nearby properties. These are not expected to create problems for nearby property, however if, the doors to the gymnasium are closed after 8:00 p.m., outdoor volleyball games are held during daytime hours, outdoor lighting is affixed with 90-degree cut-offs, and landscaping or screening is provided for parking areas adjacent to residential properties.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use will not pollute the air, land or water as it is an existing, permitted training facility.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The current proposed use will not damage or destroy an irreplaceable natural resource as it is an existing, permitted athletic training facility in an existing, suburban built-out neighborhood. However, if the proposed use plans to expand their parking areas, there is potential for the expansion to damage or destroy natural resources.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

The relative gain to public health, safety and welfare is minimal as this use provides a place for youth sports to occur, however, this is not reasonably necessary. If denied, the property owner may not use the property for a youth athletic training facility, however, they can still apply for a change of zone for another type of use, apply for another Special Use Permit, or sell the property.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant has not maintained the proposed use as originally proposed or according to previous conditions of approval as there have been several instances where parking has occurred on unimproved surfaces.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use could potentially result in the overcrowding of land and undue concentrations of people because due to the large crowds of people that attend youth sports events. If managed properly, however, the overcrowding of vehicles and large populations should not be a major concern.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at 7120 Gibbs Road, Kansas City, Kansas 66106 on August 23, 2024. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

The applicant held a secondary neighborhood meeting in-person at 7120 Gibbs Road, Kansas City, Kansas 66106 on November 26, 2024.

The applicant held a third neighborhood meeting in-person on February 27, 2025.

KEY ISSUES

DRC Application Process
Parking
Site Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 1 to recommend **APPROVAL** of Special Use Permit application **SP2024-057**, for **two (2) years**, subject to:

- 1. The hours of operation shall be from 8:00 AM to 10:00 PM;**

2. The doors to the gym shall be closed after 8:00 PM;
3. All parking shall occur on Unified Government approved improved surfaces only;
4. Per John Droppelmann, Fire Marshal/Deputy Chief, all fire apparatus access lanes are required to be a minimum 20-feet wide. In a structure that is not sprinkled, the Fire Department must be able to be within 150-feet of all point on the exterior of the structure from the nearest fire lane. The fire lane should be painted on both sides with a four (4) inch red stripe and white lettering "No Parking – Fire Lane" and posted with signage of the same. See attached exhibit;
5. The applicant shall comply with all applicable landscaping and screening requirements. The screening along the east property line shall extend the length of the parking lot;
6. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
8. If approved, occupying businesses must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 and businesslicense@wycokck.org;
9. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
10. All existing and future driveways must feature curb cuts that are constructed to UG standards;
11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
13. Any business in Wyandotte County that is required to obtain any Special

- Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 15. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. When the Applicant files for a renewal to this Special Use Permit, they must submit a proposal for a new ingress and egress access to the site via Holliday Drive. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operation must cease until such time as a new Special Use Permit is approved.
 16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2024-057** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

March 10, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
KCKFD Fire Marshal/Deputy Chief E-Mail
Site Plan
Floor Plan
Screening Plan
Communication from Applicant
Proposed Parking Expansion
Traffic Analysis
Letters of Opposition
Letters of Opposition – Added as of March 21, 2025
Letters of Support – Added as of March 21, 2025
Neighborhood Meeting Materials
Photos submitted by Commissioner Jim Ernst
Update from the Applicant – November 26, 2024
Update from the Applicant – December 30, 2024
Traffic Study
Illumination Study
Gibbs Road Property Evaluations – Added March 21, 2025
Applicant Presentation on March 10, 2025 – Added March 21, 2025
Site Visit Photos, Taken by Staff – Dated August 16, 2024

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	October 14, 2024 (Held Over)	
	December 9, 2024 (Held Over)	
	January 13, 2025 (Held Over)	
	March 10, 2025 Approval	March 27, 2025 (Held Over)
		May 10, 2025

STAFF CONTACT:

Byron Toy, AICP
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2024-057** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2024-057**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

March 10, 2025, City Planning Commission Minutes:

Hearing starts at 2:18:08:

SPECIAL USE PERMIT APPLICATION SP2024-057 – BRAD WILLITS WITH DYNASTY HOLDINGS – SYNOPSIS: Renewal of a Special Use Permit (SP-2016-30, expired 07/02/2024) for a volleyball training facility at 7120 Gibbs Road. Detailed Outline of Requested Action: The applicant, Brad Willits is requesting a renewal of a Special Use Permit (expired in June 2024) to operate a youth athletic training facility at 7120 Gibbs Road, Kansas City, Kansas 66106.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated March 10, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners.

Director Hand asked if the Commission had any contact to disclose on this application. Commissioner Ernst stated he talked to both opponents and proponents of the project.

Present in Support:

- Greg Musil, on behalf of the applicant, 11005 West 141st Street, Overland Park, Kansas 66221
- Brian Larson, 11326 South Parish Street, Olathe 66061
- Karen Carroll, Brad Willits, owners of the property
- Jeremy Greenemeyer, 5213 North 130th Terrace, Kansas City, Kansas 66104
- Marissa Greenemeyer, 5213 North 130th Terrace, Kansas City, Kansas 66104
- Alania Husky, 2631 North Mill Street, Kansas City, Kansas 66101
- Zion Jones, 701 North 84th Street, Kansas City, Kansas, 66112
- Tiffany Jones, 701 North 84th Street, Kansas City, Kansas, 66112
- Demontes Pendleton, 23437 West 87th Terrace, Lenexa, Kansas 66227
- Simona, 23437 West 87th Terrace, Lenexa, Kansas 66227
- Bill Host, Vice President of the Morris Neighborhood Watch, 6650 Oak Grove Road, Kansas City, Kansas 66106
- Steve Redmond, 6101 Northwest 78th Street, Kansas City, Missouri 64151
- Randy Vanness, 4601 North 142nd Street, Basehor, Kansas 66007
- Ellie Bain, 5412 Round Prairie Street, Shawnee, Kansas 66226
- Layla Vane, 5412 Round Prairie Street, Shawnee, Kansas 66226
- Tara, 11531 Rose Hill Road, Overland Park, Kansas, 66210
- Kelly Protzman, 26590 West 109th Street, Olathe, Kansas 66061
- Lacey Jenks, 12066 Wedd Street, Overland Park, Kansas 66213
- Corinne Gibbs, 8623 Northeast 100th Terrace, Kansas City, Missouri 64157
- Allie Young, 9540 North Kentucky Avenue, Kansas City, Missouri 64157
- 57 hands raised in approval

A slide presentation of the proposal was shown (part of the recording of this meeting).

Present in Opposition:

- Jim Seals, 7135 Gibbs Road, Kansas City, Kansas 66106

Staff Recommendation starts at 3:33:14: Planning Director Hand stated this request is for a special use permit for a renewal for a volleyball training facility. This would be their fourth approval, third renewal. The property is in the PlanKCK Area in the Morris Neighborhood. Staff has received letters in support and in opposition. There was a Notice of Violation issued for parking on the grass. Staff recommends approval for two (2) years with conditions.

On motion by Mr. Straws, seconded by Ms. Armstrong, the Planning Commission voted as follows to **AMEND the conditions of SP2024-057, adding a condition to have plans ready for an ingress off of Holliday Drive by the end of two (2) years:**

Carson	Chairman
Straws	Aye
Ward	Aye

Armstrong	Aye
Beth	Aye
Easterwood	Aye
Ernst	No
Jones	Aye
Miller	Not Present
Mohler	Aye
Schwartz	Not Present

Motion to AMEND Passed: 7 to 1

On motion by Mr. Straws, seconded by Ms. Armstrong, the Planning Commission voted as follows to **recommend APPROVAL of SP2024-057 for two (2) years:**

Carson	Chairman
Straws	Aye
Ward	Aye
Armstrong	Aye
Beth	Aye
Easterwood	Aye
Ernst	No
Jones	Aye
Miller	Not Present
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL Passed: 7 to 1

Subject to:

1. The hours of operation shall be from 8:00 AM to 10:00 PM;
2. The doors to the gym shall be closed after 8:00 PM;
3. All parking shall occur on Unified Government approved improved surfaces only;
4. Per John Droppelmann, Fire Marshal/Deputy Chief, all fire apparatus access lanes are required to be a minimum 20-feet wide. In a structure that is not sprinkled, the Fire Department must be able to be within 150-feet of all point on the exterior of the structure from the nearest fire lane. The fire lane should be painted on both sides with a four (4) inch red stripe and white lettering "No Parking – Fire Lane" and posted with signage of the same. See attached exhibit;
5. The applicant shall comply with all applicable landscaping and screening requirements. The screening along the east property line shall extend the length of the parking lot;
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7. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;

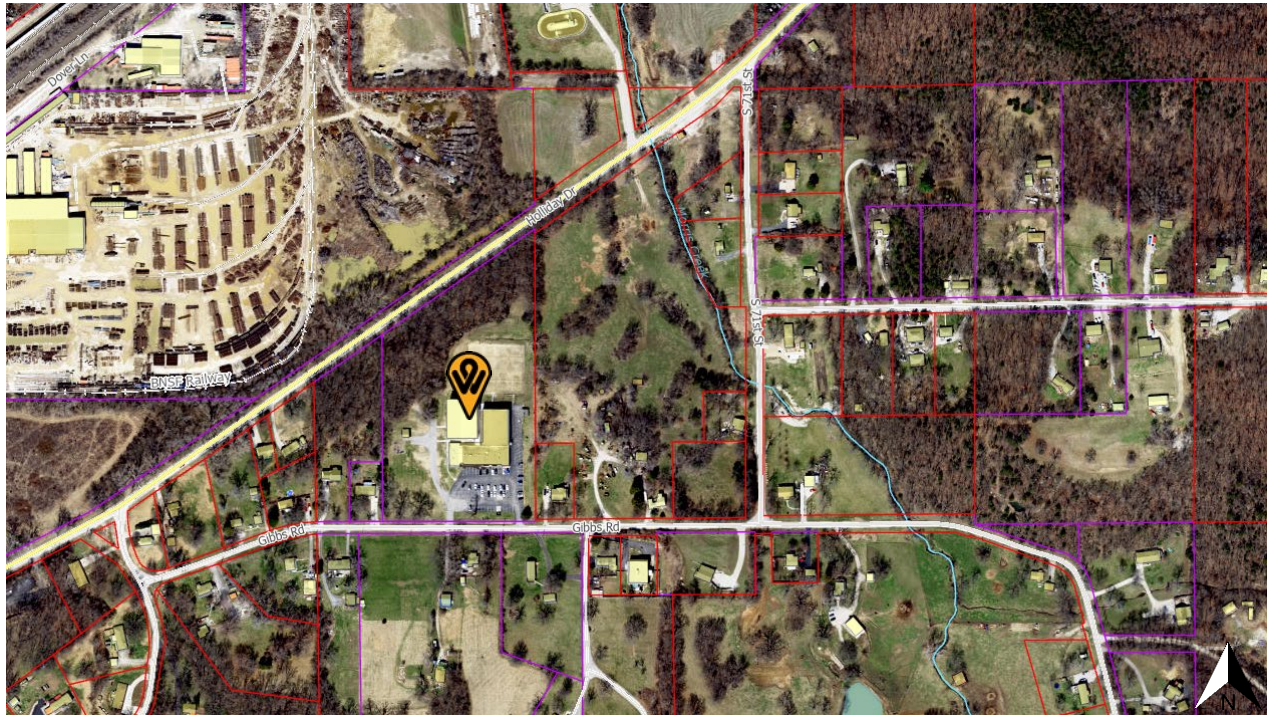
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13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
15. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. When the Applicant files for a renewal to this Special Use Permit, they must submit a proposal for a new ingress and egress access to the site via Holliday Drive. The Applicant is solely

responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operation must cease until such time as a new Special Use Permit is approved.

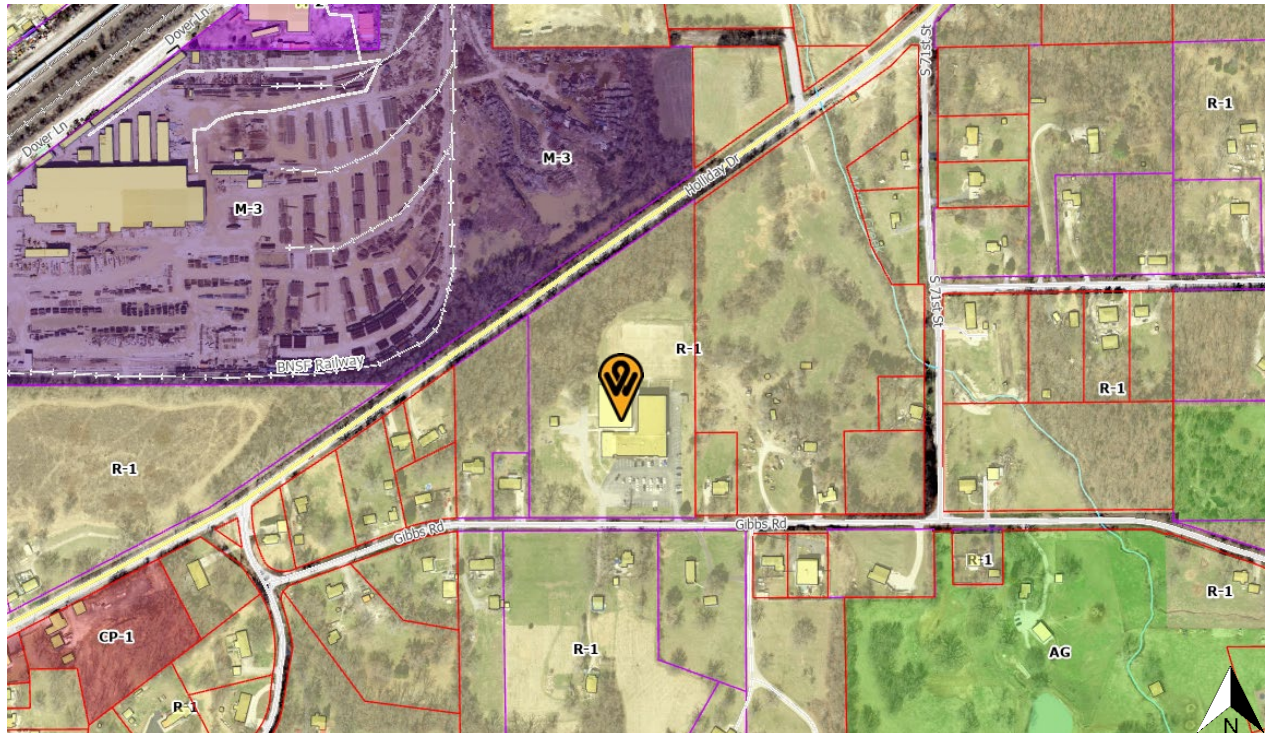
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17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

ATTACHMENTS

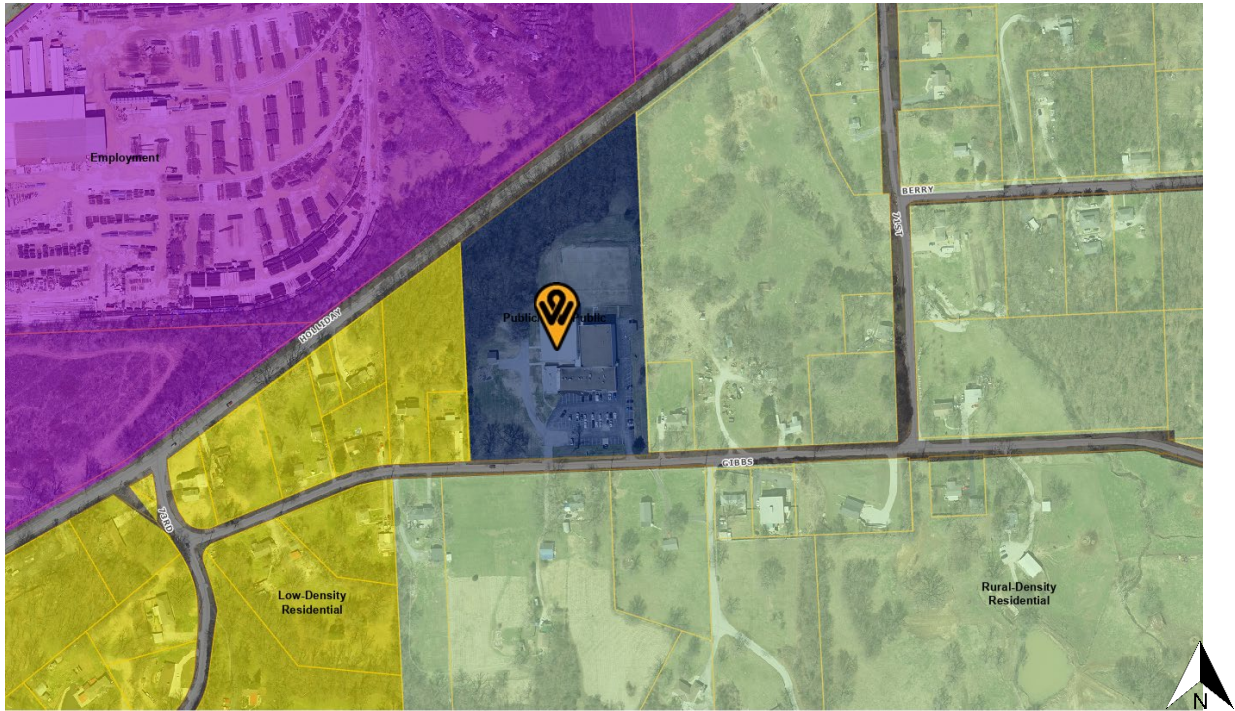
AERIAL IMAGERY



ZONING MAP



LAND USE MAP



E-MAIL FROM KCKFD FIRE MARSHAL/DEPUTY CHIEF JOHN DROPPELMANN

Toy, Byron

From: Droppelmann, John <jdroppelmann@kckfd.org>
Sent: Tuesday, March 04, 2025 1:57 PM
To: Toy, Byron
Subject: RE: Dynasty Volleyball - 7120 Gibbs Road - Fire Lane Question
Attachments: Fire Lanes 20-foot wide.JPG

Byron,

All fire apparatus access lanes are required to be a minimum of 20-feet wide. In a structure that is not sprinkled, the fire department must be able to be within 150-feet of all points on the exterior of the structure from the nearest fire lane. I have attached the required fire lanes for this property. They should be painted on both sides with a 4-inch red stripe and white lettering 'No Parking – Fire Lane' and posted with signage of the same.

John Droppelmann

John Droppelmann
Fire Marshal/Deputy Chief
Kansas City Kansas Fire Department
815 N. 6th Street
Kansas City, KS. 66101
Office: 913-573-5938
Fax: 913-551-0490

From: Toy, Byron <btoy@wycokck.org>
Sent: Tuesday, March 4, 2025 10:38 AM
To: Droppelmann, John <jdroppelmann@kckfd.org>
Subject: Dynasty Volleyball - 7120 Gibbs Road - Fire Lane Question

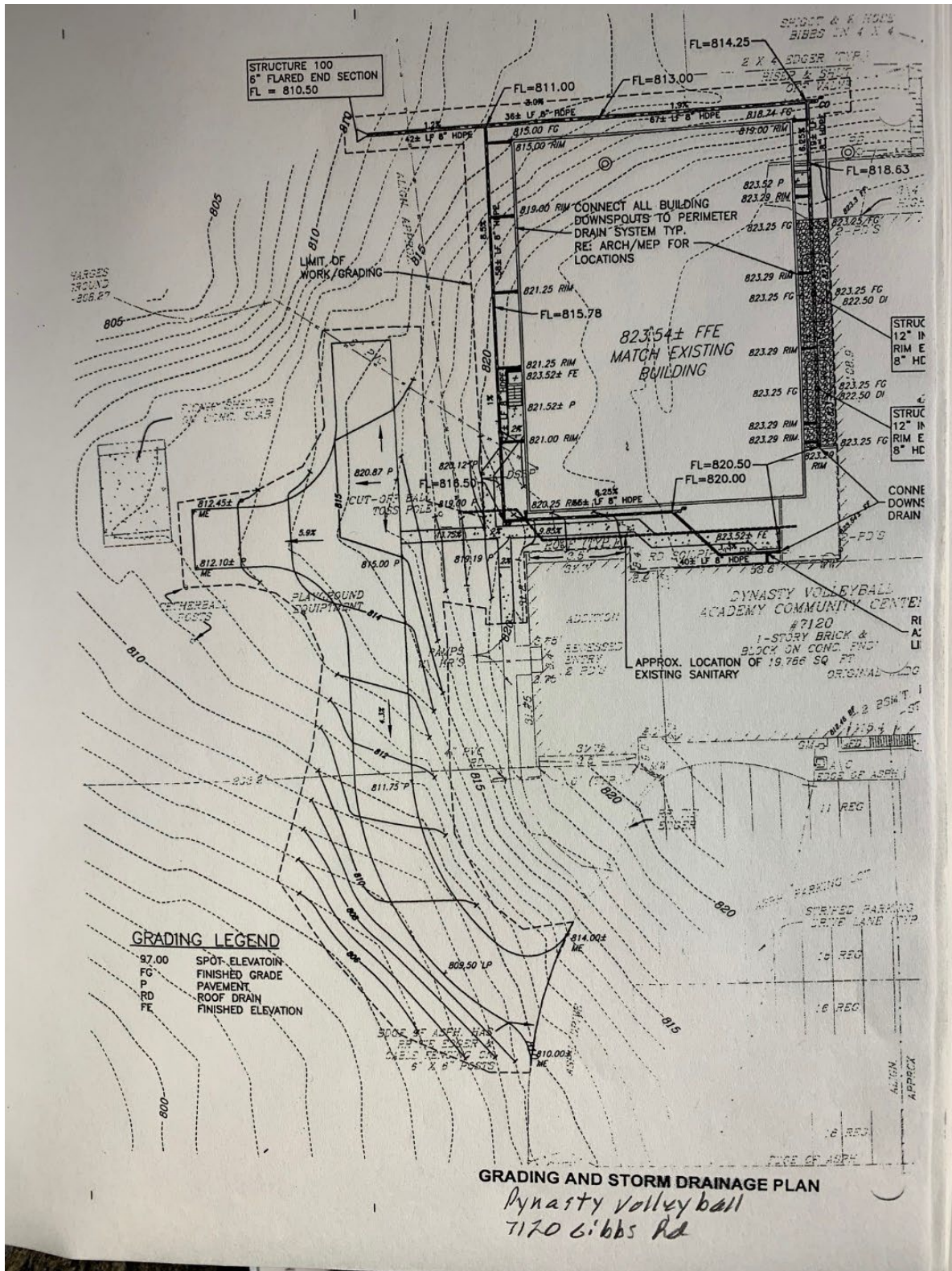
John,

Good morning. I am believe you are well versed with Dynasty Volleyball and the issues with guests parking along the fire lane, specifically on the west side of the building. Does KCKFD have an approximate drive aisle width requirement for parking/parking spaces adjacent to a fire lane?

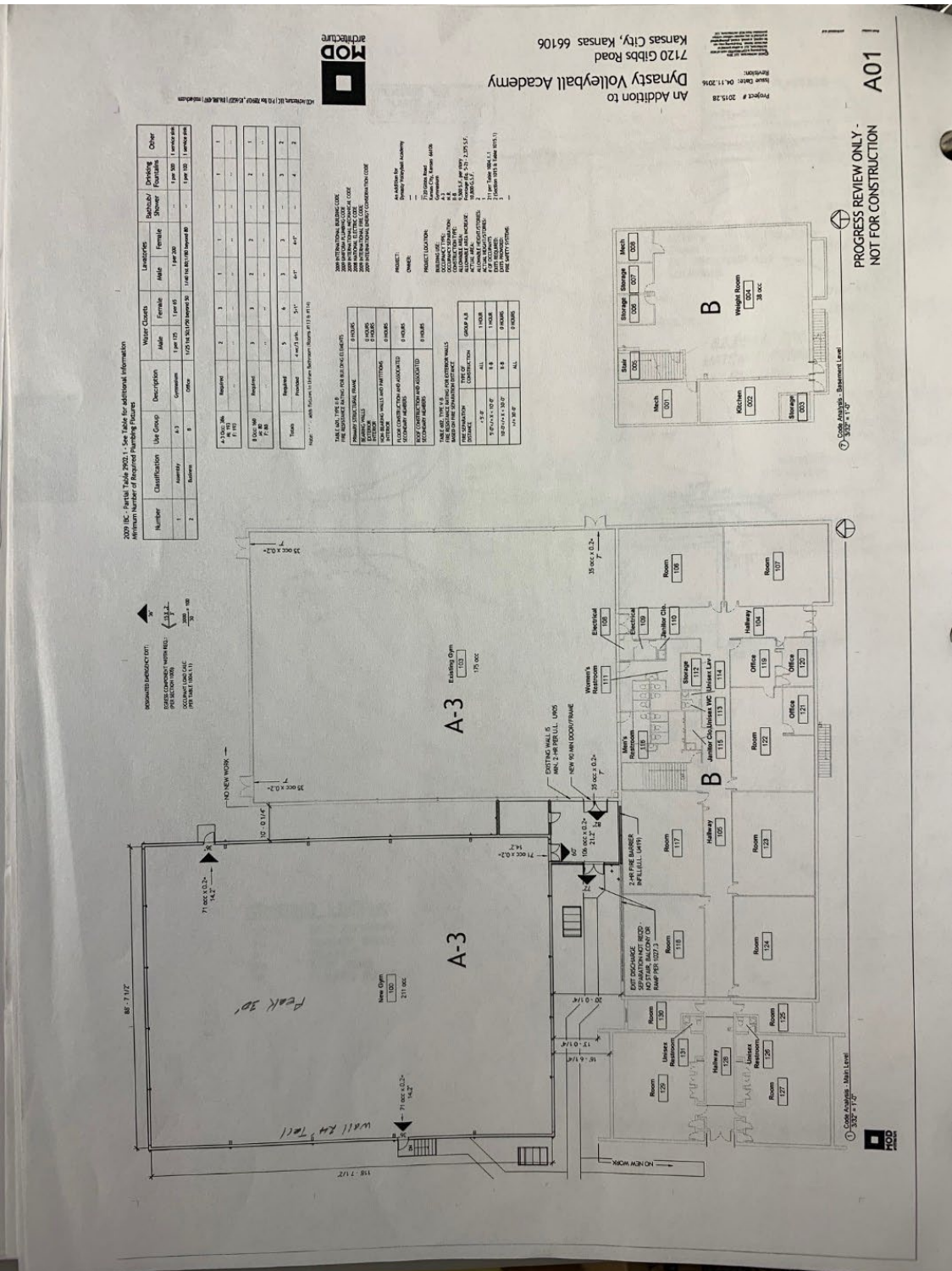
The fire lane in the image below is a red arc and the parallel parking is on the west side of the drive aisle. I want to tell Dynasty Volleyball what they are required to have adjacent to the fire lane.



SITE PLAN



FLOOR PLAN



[illegible]

COMMUNICATION FROM APPLICANT

Hi all

I know in this process of SUP renewal there will be talk of us parking on the grass. We have struggled with keeping some activities within our available parking. During practice times we have little problem with having enough parking spots. However, during open events like tryouts, open gyms, college recruitment camps etc., when the general volleyball public is invited we can get a larger turnout than we expected. We try to size our activities to fit within our parking but we can get surprised by the turnout. When we do have too many cars it is usually only by about 20 at the most and usually only a handful.

My worry about asking to expand the parking is affording the surveying, and engineering. Also, we are near our limit of permeable ground. I have attached a proposal for 30 more spots that uses the existing survey from 10 years ago. Nothing has changed. The proposed parking addition will not change the direction of any run off. Since there is no change in storm water drainage I would hope we would not need an engineer to sign off. As for the permeable area, the proposal utilizes the existing side access for over 50% of its area. We would only be taking away 1% (4000 sqft) of the 8.8 acres from being permeable.

If you allow us to go forward with this additional parking then we would have the overflow space for those events that get better attendance than we expected and parking on the grass will be alleviated.

Brad Willits

Traffic Analysis Report

Location name: Gibbs Road

Address: Gibbs Road

Traffic Analysis Report

Report period: 2024-02-21 to 2024-02-29

Times: 00:00:00-23:59:59

Violation Threshold: 10

Speed

Speed Limit	20 mph
85th Percentile Speed	33 mph
50th Percentile Speed	29 mph
Average Speed	25.0 mph
Pace Speed Range (10 mph)	24 - 34 mph
Max Speed	52.0 mph
Min Speed	7.0 mph

Vehicles

Total Vehicles	3643 counts
85th Percentile Vehicles	3118 counts

Volumes

	Time	5 Day (Mon-Fri)	7 Day (Sun-Sat)
ADT		465	455
AM Peak	11:00 - 12:00	15	24
PM Peak	16:00 - 17:00	74	66
	Over Threshold	% Violators	Average Violator
Sunday	162	42.7	33.0
Monday	173	32.6	32.0
Tuesday	223	36.9	29.0
Wednesday	236	36.5	30.0
Thursday	144	25.9	31.0
Friday	161	35.5	31.0
Saturday	189	40.0	32.0

Traffic Analysis Report

Location name: Gibbs Road
Address: Gibbs Road

Traffic Analysis Report

Report period: 2024-02-21 to 2024-02-29
Times: 00:00:00-23:59:59

Violation Threshold: 10

Class Counts

	Number	%
Small	442	12.1
Medium	3155	86.6
Large	46	1.3

LETTER OF OPPOSITION

Dear City Council Members,

My name is Cathy Seals, and I am writing to you as a joint owner of the property located at 7133 Gibbs Rd. My husband and I are the owners of the original Morris school/ Hester Dist 21 , which had been vacant for 27 years prior to our purchasing it to renovate into our home.

We are reaching out to express our deep concerns regarding the special permit issued for Dynasty Volleyball. Our main issue is the adverse impact of the increased traffic on our residential road, which was not designed to handle the substantial volume of business-related traffic that Dynasty currently generates.

Currently, the lack of curbs on our road necessitates that vehicles pull aside to pass one another. This situation is manageable for residents but becomes problematic with the level of traffic generated by Dynasty Volleyball. The traffic meter data, as provided by Councilmember Phil Lopez, clearly indicates a significant increase in traffic due to Dynasty Volleyball's operations.

Moreover, we have observed that three distinct businesses operate from 7120 Gibbs Rd: Dynasty Volleyball (indoor), Kingdom Beach (sand volleyball), and No Limit Fitness (in the basement). Each of these businesses lists different owners with the Kansas Secretary of State's office. We are concerned that these businesses, along with any additional operations for sand volleyball tournaments or fitness areas, may not have been approved under their current permits. The congestion during events- nights and weekends, such as the tournament coming up on September 15, exemplifies the problem we face weekly.

Dynasty Volleyball's original special use permit stipulated the need of 18 parking spaces, but the current 80 spaces remain insufficient for their events. With each team consisting of 9 to 12 players plus spectators, the weekend attendance exceeds 800 people. It is worth noting that Dynasty has nearly 40 indoor teams and a similar number of outdoor teams.

To mitigate this issue, we propose closing off the entrance on Gibbs Rd and creating a new driveway on Holliday Drive, which is better suited for business traffic. Dynasty Volleyball has access to Holliday Drive, and if they cannot afford to make this change, they may need to consider relocating to a facility more appropriate for their needs. Have them move to the north side of Holliday Drive which is a business district.

At a neighborhood meeting on August 23, we were informed that discussing the possibility of a new driveway on Holliday Drive was discouraged. We seek clarification on whether this request was made by the city or Dynasty Volleyball.

As taxpayers, we believe it is reasonable to expect that Dynasty Volleyball, as a nonprofit organization, should contribute to maintaining the infrastructure and neighborhood impacted by their operations. Their revenue from registration fees paid by residents of Johnson County and neighboring counties further supports this request. It would be interesting to have a true count of how many kids are from which counties.

We are also concerned that approving additional parking could lead to further violations of their special use permit, as there appears to be a lack of accountability for current infractions. Some violations listed on permit #SP-2012-21 (120121) include:

- “No parking on unimproved surfaces”
- “Capping teams to 14”
- “No lights on sand volleyball courts”
- “4 sand volleyball courts” (there are currently 8)
- As stated on the original permit for reason to use the school “The facility was designed for large crowds typical of a school, so less intense use would be appropriate,” Which at 14 teams already surpassed the school population of 100 students plus staff. And that was weekdays only and a school year! Not year around every weekend and night as Dynasty hours are.
- I could easily add more if I had time.

The notion that the grade school was designed for high traffic is incorrect. Our children attended Morris Elementary School, which never had more than 10 to 15 cars in its parking lot, as all students in Turner are bussed to school. Unlike grade school students, high school students who drive themselves to practices contribute significantly to the current traffic issues.

Thank you for your attention to this matter. We urge the City Council to consider the impact of Dynasty Volleyball’s large business operations on our quaint desirable neighborhood and take appropriate action to address these concerns.

Prior to Dynasty business exploding to the size it is now, the only issue on our streets was the farmer moving his equipment ! haha

Sincerely,

Cathy Seals

Direct: 913-826-2902

Main: 913-826-2900

LETTER OF OPPOSITION

August 30, 2024

Department of Planning and Urban Design and City Planning Commission:

My name is Kathryn West, property owner and resident of 7220 Gibbs Road for the past 36 years. I am writing this letter regarding my opposition of the renewal of Special Use Permit petition SP2024-057 (permit) by Dynasty Holdings for the Dynasty Volleyball facility (Dynasty) located at 7120 Gibbs Road. To be clear, I do not oppose the business or the function of the business; my objections to the permit renewal pertain to the ongoing disregard for the terms and conditions of the permit demonstrated by Dynasty's actions over the past 12 years.

Dynasty purchased the subject property in 2012 and subsequently opened their volleyball business. At the start, Dynasty hosted approximately 20 volleyball teams, although the minutes from the 14 May 2012 planning commission meeting (reference SP#2012-21), indicated Dynasty intended to cap the number of teams at 14. However, the resultant traffic generated on Gibbs Road was reasonable and the existing infrastructure at the site was adequate to support their clientele.

Between Dynasty's start in 2012 to 2016, when a second gymnasium was added, Dynasty added more and more teams to their annual club roster, which increased traffic on Gibbs Road and other surrounding residential streets. Residents began to be concerned with the increased traffic and public safety, however few failed to voice their concerns with the Unified Government (UG) for action to be taken.

Since the completion of the second gymnasium in 2016, which added three volleyball courts, the activity at Dynasty has experienced a significant increase in the number of teams, activity, noise, parking issues and vehicular traffic to the neighborhood. Gibbs Road, as well as other neighboring streets, were never designed to manage the high volume of traffic the Dynasty facility generates. The significant increase in traffic on Gibbs Road specifically creates backups while vehicles ingress/egress the facility's parking lot. Vehicles have been backed up on both sides of Gibbs Road from Dynasty's driveway entrance, impeding local traffic, blocking resident's driveways, and exceeding the capacity the street can accommodate. Although the UG classifies Gibbs Road as a Collector Street, the street is only 20 feet wide in most areas with deep ditches and no shoulders on both sides.

In early 2024, The UG Public Works conducted a traffic study on Gibbs Road between South 71st Street and South 73rd Street. The study took place when Dynasty did not have any large events scheduled. The results indicated 3,643 total trips on Gibbs Road in a one-week period. For context, there are 17 residents that live on Gibbs Road between South 71st Street and South 73rd Street. If one assumes six trips generated from each resident daily, in a one-week period there would be 714 trips generated. This indicates that Dynasty generates over 400 percent more traffic than residents.

Dynasty has outgrown the facility and lacks necessary infrastructure to safely conduct their business in terms of impervious parking. To the best of my knowledge, Dynasty hosted 43 teams during the 2023-2024 season, far from the “cap” of 14 teams as indicated in the 2012 Special Use Permit. During the public meeting held by Dynasty’s owners on 23 August 2024, the owners indicated they were proposing to have 54 teams for the 2024-2025 season which will further exasperate the ongoing and critical safety issues with parking and traffic.

Dynasty’s parking lot is unable to accommodate the number of vehicles during regular business and the area is completely overwhelmed during reoccurring open gyms and scrimmages and the annual tryouts. Even during normal operations, Dynasty relies on a fire lane on the west side of the property for additional parking because the existing impervious parking lot is full. The traffic from large scheduled events creates significant parking on issues. Vehicles have been parked on Gibbs Road, impeding traffic flow, blocking residential driveways, and creating a dangerous situation in the event emergency vehicles needed passage. Earlier this year, the residents on Gibbs Road between South 71st Street to South 73rd Street petitioned for and was granted the installation of “No Parking” signs by the UG. The signs were a remedy to prohibit street parking, however it did not change the excessive traffic from the growing of number of teams attending normal practices, training, and large scheduled events. Dynasty regularly permits vehicles to park on the grass on the west side of the property which is a direct violation of the approved Special Use Permit. Additionally, Dynasty recently created an unpermitted gravel surface parking area behind the new gymnasium and adjacent to the sand volleyball courts.

The traffic and parking are not only the issue. Residents have experienced and are greatly concerned with speeding and aggressive driving from vehicles coming and going to the Dynasty facility. There have been numerous incidents when vehicles driving on our neighborhood roads heading to Dynasty have cut the corner at South 73rd Street and Gibbs Road and narrowly avoiding head-on collisions with opposing traffic. To avoid a collision, vehicles have driven on to residents’ property and damaged lawns, driven off the road into the ditches, or nearly side-swiped opposing traffic.

As stated before, Dynasty completed their 2023-2024 season with 43 teams. It was the busiest summer activity since they opened in 2012. Additionally, Dynasty expanded the four sand volleyball courts to eight courts, installed stadium dusk to dawn lighting, scheduled tournaments most weekends from the first of June through the summer months, and opened a concession stand converted from a free-standing structure Dynasty built a few years ago. Dynasty’s indoor volleyball schedule, coupled with the sand volleyball schedule, has again increased the vehicular traffic more than our neighborhood has seen since Dynasty took ownership of the property.

The residents and property owners understand the Special Use Permit is designed and issued with terms for the petitioner to adhere to. The Special Use Permit did not include expansion of the sand volleyball courts from four to eight courts. It did not indicate lights were permitted to be installed. The Special Use Permit did not indicate sand volleyball tournaments were permitted. The permit does not include gravel road parking adjacent to

the new gymnasium. The Special Use Permit clearly indicated no parking on unauthorized areas/surfaces and has been repeatedly ignored and violated over the past seven to eight years.

A way to greatly alleviate traffic on Gibbs Road and surrounding residential streets would be to allow Dynasty to construct a new driveway and access road from Holiday Drive to the north. This topic was mentioned by a resident at the recent neighborhood meeting Dynasty held on 23 August 2024 however Dynasty's owners refused to discuss the possibility and strongly discouraged any further mentions of the idea. I think I speak for all residents in the area negatively affected by Dynasty's operations and request information from the UG on the feasibility of this proposal.

At the 23 August 2024 neighborhood meeting, Dynasty informed residents that they have requested to add 30 new asphalt parking spaces west of the new gymnasium and adjacent to the free-standing garage built last year. As my property is adjacent to Dynasty to the west, and that I have already experienced an increase in stormwater runoff from permitted and unpermitted improvements on the Dynasty property, I am concerned with additional flooding of my property.

Dynasty has not been a good neighbor in this community, seeking only to grow their business at the detriment those that have lived here for decades. They have operated with impunity over the past 12 years constantly violating terms of their Special Use Permits without being reined in by the UG. Dynasty's growth and its negative impact to the neighboring property owners and residents has gone unchecked. I do not support any additional improvements, developments, asphalted parking expansion, and a new driveway access. Dynasty has outgrown its current facility and must be held accountable for the negative impact to the community. This could be reducing the number of teams at this facility so that the infrastructure can reasonably accommodate and support it, or Dynasty must relocate to a commercial facility with adequate parking, lighting, and infrastructure that can support a commercial business of their size.

Please refer to the attached photos taken of the traffic tie ups, parking on the street, unauthorized parking.

Thank you,

Kathryn West



LETTER OF OPPOSITION

Dear City Council Members and Planning Department,

Thank you for your attention to the ongoing concerns raised by residents regarding the operations of Dynasty Volleyball 7120 Gibbs Rd KCKS 66106 and the impact on our neighborhood. I am writing to specifically address the issue of street width and the challenges posed by increased traffic on Gibbs Rd.

As noted, our residential road was not designed to handle the high volume of traffic generated by Dynasty Volleyball's events, and the situation has only worsened over the last 10 years. The lack of curbs and the narrow width of Gibbs Rd -17' wide in areas, combined with vehicles frequently having to pull aside to pass one another, present serious safety concerns, particularly during evenings and with large events weekends. With the significant increase in traffic due to Dynasty's operations, these problems are now a daily occurrence for residents. Even crossing the street to check my mail is scary with the amount of traffic on Gibbs Rd.

To improve traffic flow and safety, I believe it is important to reconsider the infrastructure supporting Dynasty Volleyball's current business size. Based on a traffic data previously shared with the planning dept, please recommend that the city review the current street width zoning requirements for businesses of Dynasty's scale prior to passing their renewal request on the special permit. The current infrastructure simply cannot accommodate the volume of traffic, particularly on weekends when attendance can exceed 600 people.

As suggested previously, if they operate on the scale they are at currently -around 48+ teams , a reasonable solution to mitigate these concerns would be to redirect traffic to Holliday Drive, which is more suited for business operations. If they drop back to the original plan, "capping teams at 14", Gibbs road can accommodate.

Thank you for considering these points. Please evaluate the recommended street width for a business this size and within the zoning district of our neighborhood while still ensuring the safety of the residents remains a priority.

Sincerely,

Cathy Seals

7133 Gibbs Rd

KCKS 66106

913-515-9041

Sent from my iPhone

December 19, 2024

LETTER OF OPPOSITION – ADDED MARCH 21, 2025

Toy, Byron

From: PlanningInfo
Sent: Friday, March 07, 2025 9:18 AM
To: Hand, Gunnar; Toy, Byron
Cc: Morris, Rose
Subject: FW: Letter of Opposition | Special Use Permit SP2024-057

FYI

Kallie McLaughlin

Planner

913.573.5762

kdmclaughlin@wycokck.org



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

Sending me a file, building permit, revision, or application? Please copy EDR@wycokck.org

NOTE: All Board of Zoning Appeals, City Planning Commission, and Landmarks Commission hearings will be heard virtually with in-person availability in the City Hall lobby (701 North 7th Street, Kansas City, KS 66101). All meetings with Planning and Urban Design staff will continue to prioritize virtual meetings.

Our goal is to serve you with excellence! Please click the following link and take a moment to complete this short customer service survey to help us better help you: [Planning & Urban Design Department Feedback Form](https://openforms.com) (openforms.com)

From: KatWestern <KatWestern@protonmail.com>
Sent: Wednesday, March 5, 2025 10:58 AM
To: PlanningInfo <PlanningInfo@wycokck.org>; Lopez, Philip <pjlopez@wycokck.org>
Subject: Letter of Opposition | Special Use Permit SP2024-057

Department of Planning and Urban Design and City Planning Commission:

I am a property owner and resident at 7220 Gibbs Road, Kansas City, KS 66106 and have resided at this address since 1988. I am writing in opposition to the petition of Special Use Permit SP2024-057 filed by Dynasty Holdings LLC for the Dynasty Volleyball facility located at 7120 Gibbs Road, Kansas City, KS 66106.

In 2012, when Dynasty Volleyball purchased and opened their facility, the organization had approximately 20 teams. And at that time, the facility and parking lot size was able to accommodate the size of the business and their clients. Gibbs Road, between S. 71st Street and S. 73rd Street, was able to safely managed the amount of vehicular traffic generated from their training facility. In 2016, Dynasty Volleyball expanded the facility with a second gymnasium. The expansion added three volleyball courts, affording Dynasty to double the size of their training facility and grow their volleyball club significantly. Since that expansion, the business and activity associated with the business underwent a significant increase in the number of teams, activity, traffic noise, parking issues and vehicular traffic to our neighborhood; specifically, Gibbs Road, between S. 71st Street and S. 73rd Street. Currently, Dynasty Volleyball has 44 teams, with an average of 9-10 players per team. That is a significant amount of traffic on this narrow residential street. The size and infrastructure of Gibbs Road between S. 71st Street and S. 73rd Street and adjacent streets were never designed to accommodate an excessive amount of traffic Dynasty Volleyball facility generates. Our streets average between 17' to 20' in width, with no curbs and with deep ditches. Prior to Dynasty Volleyball ownership, when the facility was originally a small elementary school, with one classroom per grade

LETTER OF OPPOSITION – ADDED MARCH 21, 2025

kindergarten to 6th grade. The school never generated a fraction of the traffic Dynasty Volleyball produces daily, even when the school hosted "Back to School Night," "Open House" or teacher's conferences.

The current Special Use Permit SP-2024-057 expired in June of 2024. Dynasty Volleyball has been advised of the numerous violations associated to the Special Use Permit. Dynasty Volleyball continues to express they had no idea the neighbors and property owners had concerns, issues or problems that had been long ongoing. On several occasions I, as well as other residents, have directly expressed concerns to Dynasty Volleyball owners about the continued traffic, congestion, traffic noise, speeding and illegal parking. Over the years, KCKPD has been called several times about the traffic congestion, the speeding, parking on Gibbs Road and illegal parking on an unapproved grass surface, on the SW side of the Dynasty Volleyball facility.

Approximately 4 years ago, after attending a Neighborhood Watch Meeting, I spoke to Brad Willits, Dynasty Volleyball co-owner, about the neighborhood's concern about the continued excessive traffic on Gibbs Road, between S. 71st Street and S. 73rd Street. I explained how the excessive traffic was posing safety concerns for the residents and property owners. I shared with Mr. Willits that it was suggested by a few residents at the Neighborhood Watch Meeting, that a potential solution to the excessive traffic on Gibbs Road, would be for Dynasty Volleyball to cut in an access driveway from the north end of their property from Holliday Drive. Mr. Willits responded, "That is a great idea, but we're not paying for it, you will." Again, the ongoing concerns and issues the residents and neighborhood has had, had been expressed to Dynasty Volleyball owners on numerous occasions over the years; prior to the expiration of the current Special Use Permit; but ignored. Dynasty Volleyball continues to say they never knew there were concerns and issues and were surprised to learn of them.

On Wednesday, October 16th, two days after the Monday, October 14th Planning Commission Meeting; after the Special Use Permit petition was not approved, one of Dynasty Volleyball co-owners approached a neighbor, who resides adjacent to Dynasty Volleyball. The Dynasty Volleyball co-owner asked the resident what they thought of the Planning Commission Meeting earlier that week. That resident told the Dynasty Volleyball co-owner they were unable to attend the meeting. The resident asked the Dynasty Volleyball co-owner how the meeting went. The Dynasty Volleyball co-owner told the resident that the meeting was a "cluster f***". The resident was shocked by the owner's response, especially since they had never met before and found it offensive and disrespectful.

Since the October 14, 2024 Planning Commission Meeting, Dynasty Volleyball has since roped off the grass area where Dynasty Volleyball had been used as parking and posted "No Parking Fire Lane" signs on the fire lane. However, illegal parking continues the fire lane on a regular basis, primarily, after dark. The excessive traffic has not changed; an excessive amount of traffic, noise, speeding and the safety concerns continues every day Dynasty Volleyball has scheduled training.

Dynasty Volleyball had a meeting November 25, 2024; to update the property owners and residents of the changes they have made daily practice schedule. The revised schedule was designed reduce the amount of traffic funneling into Dynasty Volleyball parking lot. It is a staggered schedule, but nothing has changed. Dynasty Volleyball has the same number of teams and players. Gibbs Road, between S. 71st Street and S. 73rd Street, continues to have a significant amount of traffic generated to the Dynasty Volleyball facility daily; with a higher volume Monday through Friday from 3:00 PM until 10:00 PM. Saturday and Sunday schedule generally begins 8:00 AM until 6:00 PM. The traffic has evolved to steady stream of traffic spread out beginning with the mid-afternoon scheduled training to past 10:00PM. Additionally, Dynasty has two other businesses operating out of the Dynasty Volleyball facility, independent from Dynasty Holdings, LLC, generating additional traffic.

On Thursday, February 27, 2024, The Morris Neighborhood Watch, invited a couple owners from Dynasty Volleyball to talk with the neighbors about their organization. They spoke about their mission, their "ministry", their successes and what they were doing for the community. Nothing was discussed how Dynasty Volleyball was working with the residents and collaborating to make positive changes and solutions that would work well for both the residents/homeowners/community and Dynasty Volleyball going forward. Bryon Larson, a co-owner of Dynasty Volleyball even told the residents that their facility has opened their doors as voting/polling location. That is not true. Our voting/polling location changed well over 4 years ago to The New Story Church, 5500 Woodend Ave., Kansas City, KS 66106. The elementary school (Dynasty Volleyball facility), had been the Morris Community voting/polling location since I moved to the area in 1988. But that changed approximately 4 years ago.

At the recent Neighborhood Watch meeting, a resident asked Bryon Larson, Dynasty Volleyball co-owner, about the progress of constructing an access driveway from Holliday Drive, as a potential solution to divert the excessive

LETTER OF OPPOSITION – ADDED MARCH 21, 2025

traffic off Gibbs Road and other residential adjacent streets. Bryon Larson, Dynasty Volleyball's co-owners, who was taking and answering questions, responded by asking if the residents would back off pushing the Holliday Drive access driveway solution, so they can get their Special Use Permit approved. They said they are requesting another 10-year Special Use Permit, then they would promise to build a new access driveway. The same resident asked the Bryon Larson if he would put that in writing. He declined.

The core concern has always been the high volume of traffic Dynasty Volleyball facility generates, issues of the traffic exceeding the 20 MPH speed limit, creating safety concerns, in addition to parking on unauthorized surfaces and parking on their designated fire lane. Dynasty Volleyball leadership's lack of action, respect, value of the residents of this neighborhood, and acknowledgment of how their growth has negatively impacted our neighborhood solidifies their priorities are focused on their business only.

Dynasty Volleyball has demonstrated numerous times they cannot be trusted. All the things they are doing recently, i.e. going door to door talking with the homeowners, explaining what Dynasty Volleyball provides young girls and the community. Roping off the unauthorized parking area, posting No Parking | Fire Lane signs, asking the residents and homeowners to give them another opportunity to make things right. Dynasty Volleyball had since 2012 to make things right with this community; listen, acknowledge our concerns, connect, and proactively collaborate with the neighborhood and residents to resolve the ongoing issues. Their actions are too little, too late. The trust eroded a long time ago. I have said this before, they are bad neighbors. They have been riding on the backs of the residents, homeowners, and taxpayers of this community for their gain. Dynasty Volleyball has outgrown their current facility at 7120 Gibbs Road, Kansas City, KS. Their growth has and continues to negatively impacted our small rural-like neighborhood. And since 2012, Dynasty Volleyball has demonstrated their lack of concern and active involvement to resolve ongoing issues with the residents/property/homeowners. Dynasty Volleyball needs to stop pretending they did not know the residents and neighborhood had concerns and issues. But this goes beyond the concerns and issues the residents/property/homeowners and the Morris Community. Dynasty Volleyball blatantly ignored the guidelines of the Special Use Permit the Planning Commission required Dynasty Volleyball to adhere to. We no longer want them in our neighborhood; not for another two-year Special Use Permit renewal and most definitely a 10-year renewal. Until recently they have not been held accountable for "they will do what they want" actions and the violations to the issued Special Use Permit. Dynasty Volleyball actions are beyond smoothing over. It is long overdue Dynasty Volleyball find a different location, in a commercial location, where the facility and surrounding infrastructure will support their business, traffic and growth. The trust has eroded. We no longer want Dynasty Volleyball in our neighborhood, where we call home.

Kathryn West
7220 Gibbs Road
Kansas City, KS 66106

Dear Bryon Larson and the Dynasty Volleyball Team,

I am writing on behalf of Turner Volleyball to extend our heartfelt gratitude for your invaluable support in training our players. Your dedication, knowledge, and passion for the game have made a significant impact on our athletes, and we are truly appreciative of the time and effort you have invested in their growth and development.

The training sessions and coaching you've provided have not only enhanced the skills of our players but have also instilled a deeper love and respect for the sport. Your professionalism and commitment to excellence have set a standard that motivates our players to strive for their best both on and off the court. The camps your team offers make a difference that is hard to put into words.

In addition to the technical expertise you've shared, the positive influence Dynasty Volleyball has had on our community cannot be overstated. Your willingness to support Turner Volleyball and engage with our athletes has made you an integral part of our community, and we are fortunate to have you involved in shaping the next generation of volleyball players.

Once again, thank you for being such a valuable partner in our program and for your continued commitment to fostering growth in the Turner Volleyball community. We look forward to continuing this collaborative relationship for years to come.

With sincere appreciation,

Lucas Blum

Turner High School

Varsity Volleyball Coach

Social Studies Teach

Dear Coach Larson,

I want to thank you for the opportunity to attend a camp through scholarship. It was a truly amazing experience, and I feel that I learned a lot through the coaches and other athletes there. The girls who attended camp who were already on Dynasty were amazing leaders, they had good communication skills and great teamwork. Them being this way tells me they have good coaches. The feedback I received whilst there was great, I feel that I fixed many small things that caused little mistakes. The variety of coaches and the college athletes who were there all taught me something new whether it was shuffling into position for an outside hit or playing defensively. I want to thank you and each coach that helped out for the experience, and I hope that I can come back for another camp in the future! Thank you for the experience and the new bonds I created through the camp.

Sincerely,

Hailey Winters.

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Dear Dynasty Volleyball Club,

I just wanted to say thank you for letting me come to the clinic. I had so much fun, and I learned a lot of new things about volleyball. The coaches were really nice and helped me get better at the game.

I loved doing all the drills and playing with everyone. It made me feel more confident, and I can't wait to practice what I learned! Thank you again for the awesome experience.

I hope I can come back again soon!

Sincerely,

Aubrielle Cox

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Bryon Larson
Dynasty Volleyball Club

Dear Coach Larson,

I just wanted to say a huge thank you for letting me attend the Dynasty Volleyball clinic on a scholarship! It was such an awesome experience, and I really appreciate the opportunity.

I learned so much during the clinic, especially about passing, attacking, and serving. The coaches were so patient and really helped me improve. I also liked how the small group sessions gave me more chances to practice and get feedback. It made a big difference in my confidence and skills!

One of my favorite parts was getting to meet and talk with college athletes. Hearing about their experiences was really cool and inspiring. It made me even more excited to keep working hard in volleyball.

I would love to come back for another clinic in the future! Thank you again for everything—I am so grateful for this experience.

Sincerely,
Victoria Hernandez.

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Dear Bryon Larson,

I wanted to take a moment to sincerely thank you for the scholarship to attend the camp at Dynasty Volleyball Club. It was an incredible experience, and I truly appreciate the opportunity.

The coaching staff was excellent, and I learned so much, especially about improving my setting and getting my serves over more consistently. The atmosphere was positive and motivating, and I had a great time throughout the camp.

I would love the chance to attend again in the future and continue to improve my skills with Dynasty Volleyball Club. Thank you once again for your support!

Best regards,
Olivia Quiroga

To whom it may concern:

I just wanted to let the commission know that my family and I live right next door to Dynasty Volleyball. My husband's family has lived here since the 1990's and in the Morris area since the late 70's. We had a few minor issues early on with the sand volleyball lights being on 24 hours and shining in our bedroom windows at night and some erratic driving of some athlete parents. On 2 occasions we had someone drive up the hill between Dynasty and our house and down our side yard to exit the parking lot after the gate was locked. I know that Dynasty has since had conversations with their athletes and their families to treat our neighborhood as their own, I appreciate that, this has been a big help.

Dynasty has since remedied the lighting situation, and the staggering of practice times has helped the traffic flow. I think having both the gates open now also helps with traffic flow. We as neighbors obviously want good neighbors and I believe Dynasty is achieving that now.

When Dynasty first opened my husband helped a few people in the parking lot that needed jump starts, etc. and was happy to do so.

Our son was a 3-sport competitive athlete and played college baseball before becoming a police officer, we know the importance of sports for children and support it completely. Like I said, Dynasty has been responsive to our concerns and regularly reach out to me wanting feedback about additional concerns and we have not had any.

My husband appreciates that the old Morris Elementary School is benefiting children still to this day, he attended Morris Elementary and has many fond memories of playing baseball in the back!

Thank you,

Amy Willmon
Patient Access Supervisor-Saint Luke's Physician Group
Centralized Authorizations and Referrals
816-502-8859 phone
913-634-0805 cell
816-251-5942 fax

To whom it may concern,

I wanted to share with you the importance of Dynasty to the local community. My girls started getting involved with the club about 3 years ago. From the minute they arrived, Dynasty has created a family and a safe environment for my girls. Dynasty not only develops top tier athletes but also character. Each team is asked to not only practice their skills and build a team but also go out and impact the community in a positive way. Teams volunteer their time and talents for multiple organizations; most recently my girls made dog beds for a local pet shelter. They ingrain personal development while helping the girls learning to balance philanthropy and school priorities.

I grew up in KCK, Shawnee and Lenexa... attending St. Joseph School. Frankly, we moved west off K-10 because the area seemed to be declining. However, Dynasty has brought us back. We drive from 25 minutes away a few times a week for practices. When we come to practice, we buy gas, groceries, and adventure into an area we left. We have looked at homes recently around the area and see the potential for revitalization. I love that! My great grandparents and grandparents settled here from Belgium, building large produce farms on County Line Road. We love this area and are hopeful about its future. I believe Dynasty plays a key role in the future. It brings young families to the area that could easily slip into industrial waste land or poorly maintained properties.

I understand cars coming to the old school can create an extra load on the street.... but I think it is about weighing the singular con against all the pros of having Dynasty there. The volleyball club creates extra tax dollars, bring in additional local spending and keeps families coming to area they would normally not venture. By removing Dynasty, you would put an extra tax burden on the city and county. Dynasty beautifully maintains the old school and property. Letting it go vacant would allow for undesirable activity and lack of daily oversight of the property.

For those opposed to Dynasty, my questions would be...

If this property goes vacant, what do you think will happen there? Would you rather the building be filled with healthy children learning to work as a team or with potential unsavory activity? Is your goal to reduce traffic or to reduce healthy activity for children?

I respectfully ask that the entire picture be considered not just the opinion of one or two with routine complaints.

Warmly, Kelly Protzman

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Dear members of the Board,

Thank you for your time and consideration in listening to the families who are present today, as well as those who couldn't be here but share the same sentiment in our support for the continuation of the special permit for Dynasty Volleyball Club. Dynasty has made a tremendous impact on both of my daughters athletically, fostered a local collegiate scholarship for my oldest daughter but more importantly, Dynasty has empowered my daughters to become confident yet compassionate leaders which transcends off the volleyball court.

Dynasty Volley Club has provided a nurturing environment for children and families not only related to volleyball; giving them a sense of community in building lasting relationships with other families. Dynasty encourages us to support one another emotionally and assist financially to families struggling within the club and out in our community that may need assistance.

Not only are families in the volleyball community benefitted by Dynasty Volley Club on the Gibbs Road location, but local businesses as well. There are families that travel from every direction of our vast city to our central location and stop at local stores; Go-Chicken-Go has the best chicken strips and Christy's Tasty Queen is truly a hidden gem both of which we dine at weekly. Not renewing our permit would have a profound negative impact on the volleyball community and the local businesses frequented by families traveling to KCK.

I am proud to belong to a volleyball club that is committed to mentoring our children through discipline and teamwork while emulating the values of respect and integrity.

Thanks and regards,

Katie Janes
Sent from my iPhone

Dear Members of the Unified Government,

I am writing to express our strong support for Dynasty Volleyball Club and to respectfully request an extension of their Special Use Permit. As a parent and member of this community, we have seen firsthand the positive impact this organization has on our children and other families.

Dynasty Volleyball Club provides a safe, structured, and family-oriented environment. In today's world, having a place where young athletes can grow, learn, and be supported in a secure setting is invaluable. The club instills lifelong values of hard work, determination, teamwork, and leadership—qualities that not only make better athletes but also build strong, confident young women.

Beyond volleyball, Dynasty fosters a deep sense of community. It feels like a small town within a larger city—a place where families know each other, support one another, and feel at home. The atmosphere is one of encouragement and camaraderie, where both players and parents build lasting friendships. This environment provides our children with stability, belonging, and the mentorship they need to thrive.

One of the greatest advantages of Dynasty's location is its accessibility to girls from all parts of the city. Many volleyball clubs are based in the suburbs, making it difficult for some families to participate due to distance and transportation barriers. Dynasty's central location ensures that more young athletes, regardless of where they live, have the opportunity to be part of a high-level program that fosters both athletic and personal development. Without this club, many of these girls would not have access to the same opportunities for growth, competition, and mentorship.

Dynasty also plays a crucial role in shaping young leaders. Through the sport, our daughters learn to communicate effectively, support their teammates, and take responsibility both on and off the court. These experiences prepare them to succeed not only in athletics but also in school, careers, and their future communities.

Our daughters spend an average of ten hours per week at Dynasty. Without this opportunity, we worry about where they would spend their time and whether they would have access to the same level of positive mentorship and personal growth. The club provides them with purpose, discipline, and a sense of belonging—essential elements in helping young people make good choices in life.

The club's continued operation ensures that young athletes have a safe and encouraging place to develop both their athletic skills and character. We

sincerely hope the Unified Government recognizes the vital role Dynasty Volleyball Club plays in our community and grants an extension of their Special Use Permit.

Sincerely,

Caleb, Jessica, Ellie & Layla Bain

March 9, 2025

Re: Special Use Permit/Support for Extending Special Use Permit for
Dynasty

To Whom It May Concern with the applicable Unified Government,

I am writing to express my strong support for the approval of the extension of the special use permit for Dynasty Youth Sports Club at 7120 Gibbs Road, Kansas City, KS. This facility is an invaluable asset to the community, providing much-needed resources, guidance, and a safe environment for our youth.

Youth facilities serve a vital role in fostering positive development, mentorship, and educational support for young people. By offering programs that promote leadership, academic success, and recreational activities, this facility contributes significantly to the well-being of local families and the broader community. Such institutions have been shown to reduce crime rates, improve educational outcomes, and create opportunities for youth to engage in constructive activities.

Built in 1952, the surrounding residential neighborhood has embraced this facility once as Morris Elementary and for over a decade the home of Dynasty. While my family travels over thirty minutes to train here, there are many children who live closer proximity who call Dynasty home. This ensures accessibility for children and families who need these services the most. Studies show integrating such a facility within a community setting helps strengthen social bonds and creates an environment where young people feel supported and encouraged.

I understand that zoning changes and special use permits can raise concerns, but I speak as a single mother whose biracial child has found invaluable mentorship and guidance at this youth facility and know firsthand the difference it is making in her life. I have had the opportunity to get to know other families who echo similar experiences. Dynasty is not just a sports club for many of us....it is our extended family. As with large families, we come together to be good neighbors. We will be planting flowers in the spring, and we have a mulch committee just formed over the past weekend to allow our 13-year-old team to spearhead for their "give back" community service project. All teams at Dynasty are taught service above self, which is something I have not seen from other youth sports organizations either of my daughters have been affiliated with. Dynasty truly operates in excellence with our kiddos but also as leaders in the community by demonstrating a commitment to responsible management, safety, and community

engagement. They have outlined plans to maintain a secure and well-maintained environment that aligns with the character and values of the neighborhood.

I urge you to approve the special permit request for this youth facility, as it will provide critical services that benefit not only young individuals but also the entire community. Please consider the long-term advantages of investing in our youth and fostering a supportive environment where they can thrive.

Thank you for your time and consideration. I appreciate your dedication to making the community a better place for everyone.

Warm Regards,

Kristene Canady

VP Business Development NAM

913.568.5555

kristene.canady@signify.com

To whom it may concern,

We have two daughters who play for Dynasty and there are not enough words to express how this sport/organization has helped shape their lives. The lessons they have learned are invaluable as the sport has taught them so many things to prepare them for life outside of the gym. Their dreams are to play in college and this club has and will continue to do anything they can to help them achieve these goals. It is a special group of coaches and mentors that work so hard for these kids/young adults. Confidence, responsibility, being a good teammate, advocating for yourself, learning how to be a leader, learning to be resilient, and how the power of hard work can change your life. This organization has given my daughters all of these things as well as providing an amazing place for them to do what they LOVE. It would alter our lives if they were no longer able to call Dynasty home.

We are asking for the Unified Government to extend their Special Use Permit as it will have a massive impact on hundreds of kids and young adults who have worked so hard to not only become great players but also great people. It is a special place that has changed so many lives.

Thank you for your consideration.

Sincerely,

Brigid & Mark Reisch

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Dear Unified Government,

My husband and I support Dynasty Club Volleyball. We are requesting the Unified Government to extend their Special Use Permit.

Dynasty has had a huge impact to our family. Some of the best coaches, staff, families, and athletes utilize this facility.

My oldest daughter, Eva Tarlos, plays for Webster University in St. Louis. She was awarded freshman of year in the SLIAC conference! This athletic achievement would not have been possible without our Dynasty family.

This sport of volleyball is also shared with my daughter Julia Tarlos. She has aspirations to continue to play in some form in college, whether it be for the school or a club. She currently plays on Dynasty 17 Gold. If she is not afforded a collegiate opportunity, the life lessons she had learned are invaluable.

Please consider offering Dynasty an extension. Allow them to continue to build a wonderful community that shares the love of a volleyball.

Wendy Miller- Tarlos

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Hello,

I am writing to express my support for Dynasty Volleyball Club and to respectfully request the extension of our Special Use Permit. As a parent of two athletes involved with the club, I can speak firsthand to the profound impact this organization has had on my children's lives and the community at large.

The sport of volleyball has played a transformative role in my daughters' development, not only in terms of athleticism but also in building valuable life skills such as teamwork, leadership, and resilience. Dynasty Volleyball Club has created an environment that fosters both personal and athletic growth, providing my children and many others with the opportunity to excel at a competitive level while maintaining a strong sense of community.

The club is more than just a team to my daughters—it is a source of motivation, discipline, and pride. The friendships and experiences gained through participation have been integral to their emotional and social development. The positive impact the club has had extends beyond just my children, as it enriches the lives of many other young people who are benefiting from its programs.

Extending the Special Use Permit would ensure that Dynasty Volleyball Club can continue to provide this invaluable experience to countless athletes and families. I kindly ask you to consider the lasting impact the club has on the youth in our community and support this request for an extension.

Thank you for your time and consideration.

Sincerely,
Sarah Gibbs

To Whom It May Concern,

Our daughter currently plays volleyball at Dynasty and we are asking you to consider extending the Special Use Permit to allow Dynasty to continue club activities at their facility.

After playing for another local club for three years, our daughter made the switch to Dynasty two years ago. Due to the size of the club and the facility, she has mentioned several times how much it feels more like a family to her. The training she has received at Dynasty is superior and she has grown tremendously as a player in these past two years. Volleyball provides her with so many opportunities on and off the court and has taught her so much about resilience and the impact she can have as a leader.

Having a daughter involved in club volleyball for the past five years has been incredibly rewarding for her and for our family. The relationships and friendships she has made over the course of that time now extend to numerous high schools and clubs in the Kansas City area. The bonds we have formed with other families continue to be some of our favorite friendships.

Dynasty is not just a club, it is a family. The players are not just volleyball players but members of an organization where they are learning to serve the community and become leaders on and off the court.

Once again, we are asking you to consider extending Dynasty's Special Use Permit so that the club is able to continue providing an environment where young athletes thrive.

Sincerely,
Ashley & Dan Maximuk

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

To Whom It May Concern,

My spouse and I are writing to express our strong support of the Dynasty Volleyball Academy in Kansas City, KS. Our 12-year old daughter, Kate, plays for the club and the staff and coaches have been (and continue to be) a tremendously positivity impact on her growth and maturity as a young woman and a volleyball athlete. The instruction she receives from the coaches and staff is important in her growth as an athlete - and the lessons learned in practices and games are much bigger than wins and losses (how to be a good teammate, how to work hard with other young women toward a common goal, how to work with others from different backgrounds, etc.).

It is our understanding that the club's Special Use Permit is being challenged by a few in the community. Revoking this permit would have an adverse effect on scores of young people who train at the academy, and would also reduce the economic impact to the surrounding businesses in KCK and Wyandotte County that are frequented by Dynasty parents.

The Dynasty Volleyball Academy is nationally known as one of the top clubs in the United States - it would be unfortunate if the club was forced to move from Wyandotte County to another county in Kansas or over the state line to Missouri.

We strongly support any effort to extend the Special Use Permit and strongly believe in the club's continued positive contributions to the growth of young people from throughout the Kansas City area.

Thank you for your consideration.

Jacob and Julie Street

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

RE: SPECIAL USE PERMIT: Kiyah Kennedy - Dynasty 12 Black

Kiyah has only been with Dynasty since July 2024; however, the club and the club's family (coaches, teammates and their parents) have already made a huge impact on Kiyah's life. As a new kid on a highly competitive team - she was embraced immediately and has only grown in confidence and skill since then. The impact of sports on the lives of youth cannot be overstated - it is paramount to shaping our young women (and men) into adults who can handle challenges and adversity with the grace our world so much needs right now.

Our family just wants the unified government to know that we are not alone in these thoughts and we are hoping that the government sees the incredible value that Dynasty brings to these children and the surrounding community and that they vote for the extension of the special use permit.

Jarrah R. Kennedy, BS, MSFS, ABC-MB
Forensic DNA expert
Chair-Human Forensic Biology Subcommittee OSAC
(cell) 816-929-5138
(email) jarrahkennedy@gmail.com

From Jamie Bartley...

More than Volleyball

The Oxford dictionary defines Dynasty as “a succession of people from the same family who play a prominent role in business, politics, or another field.”

While preparing to share with you today the importance of Dynasty Volleyball club, I found this definition fitting. If you remember anything I share today, remember you’re voting on more than volleyball and a building.

At the forefront of what you see is players practicing and learning the game or perhaps even just cars and a parking lot. What goes unnoticed by some is Dynasty is also developing future leaders for our community. Team sports teach kids how to communicate, collaborate, build relationships, and resolve conflict. Kansas City being a growing hub for female sports, including home of WIN for KC and the KC Current, Dynasty volleyball aligns with our greater community’s values and instills values in the young female athletes through community service, book study, and discipline.

While the question at hand from the community is whether to extend a special use permit in order to keep us in YOUR community, I politely challenge you to consider us A PART of THE community. While coming and going from practice, our parents and coaches look out for our community. I’ve witnessed Dads pull cars from snow banked ditches and coaches alert authorities of suspicious individuals loitering the area, keeping the area safe for all. Additionally, when concerns were expressed about traffic, congestion, and parking, coaches, parents and players made accommodations to ensure our presence would not create a burden to others. Schedule adjustments were made to decrease congestion, car pools are utilized, speed is monitored, and one way traffic in and out is encouraged.

As a nurse leader in healthcare in Kansas City, I greatly value the physical and mental health enrichment I’ve seen in both of my young girls since joining the club. The disciplined practice and determination to compete has changed their developing bodies for the better. The stages and level at which they perform in local, regional, and national tournaments has developed their minds to work through anxiety, build confidence, and rebound from mistakes. It truly is inspiring, and it is in part what gives me the courage to share this with you today. Furthermore, Hoffman et al (2022) studied associations between organized sport participation and mental health in over 11,000 US children, noting team based youth players had fewer mental health difficulties than those with no sport participation potentially combating the mental health crisis in our youth.

As a Dynasty mother in our community, I implore you to see the impact this club and the Dynasty family has on the community.

As a nurse, I beg you to support programs that combat the increasing rates of childhood obesity and the mental health crisis in our youth.

In closing, I sincerely thank the community for building the future young leaders of tomorrow and for developing healthy young athletes.

Subject: Re: Unified Government

At the time she was 11, feeling defeated from a previous tryout/club “they said no”! Now 14...Dynasty has been her only volleyball home.

A place that has provided love, grace, discipline, development and sisterhood. Her passion combined with dynasty's devotion, has developed a strong, confident and elite young lady that has the opportunity to play volleyball at the collegiate level.

Extending the permit allows parents, the comfort of knowing their daughters have a safe place to enjoy the Sport they love! Extending the permit allows the community to be a part of the development of young girls from across Kansas and Missouri.

Sherita Gardenhire

Dear Bryon,

Thank you for the opportunity to share with you, in writing, the impact that Dynasty Volleyball Club has had on our daughter and family. My daughter loves playing volleyball. Club volleyball provides her with an opportunity to remain involved in the sport and to work with great coaches to improve her skills. On our club team, we get the opportunity to expand our volleyball family and play with and compete against players from all over the KC region - not just the girls in our neighborhood and at our school.

My daughter has been involved in club volleyball for eight years, but this is her first year at Dynasty. The family atmosphere at the club is palpable. Everyone greets you with a smile and supports every athlete working to be their best self - both on and off the court.

As a pediatrician, I think it's also important to point out that physical activity, participating in a team and working towards a goal with strong coaching and support contributes to a healthy lifestyle for adolescents. Dynasty provides a supportive environment where young athletes can get great exercise and build meaningful relationships with their peers and caring adult mentors.

Sincerely,

Sara Gardner

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

To Whom It May Concern,

I am writing to lobby for approval for the Special Use Permit for Dynasty Volleyball Club. While it probably sounds like Dynasty is just a sports venue, it is much more than that to our family.

Dynasty Volleyball Club is a place where our daughter goes to learn values that will shape her as an individual, both now and in the future. She is learning to work as a team, respect herself and her teammates, developing self confidence , as well as taking direction from her coaches. In my eyes, this isn't just a volleyball club. It's a leadership academy.

This volleyball club also gives our daughter a positive way to spend her time. One of the requirements of each team is to give back in the form of a service project. Maybe there are even ways we can work to have some of these projects help the community surrounding the club. The focus at Dynasty isn't just to be a good volleyball player, it's to be a good person first and foremost. This club is shaping the lives of our youth and sending them into the community with the leadership and values we need for the next generation.

My hope is that the Unified Government will continue to allow our kids to be able to play at our current facility. Our commitment is to do our very best to be respectful guests of the community.

Best Regards,

Gina Lindell
Dynasty Parent

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

To Whom it May concern,

We are graciously asking you to extend the special use permit for Dynasty volleyball. Our daughter has been playing with Dynasty for the past 4 years. Dynasty has been instrumental to her development in volleyball and as a well rounded individual. The coaches go above and beyond and strive to make the athletes better humans in all areas of their life. Our daughter is going to be playing volleyball at USC (University of Southern California) in the fall on a full athletic scholarship. This would not of been possible without Dynasty. We are forever thankful and grateful to Dynasty and will always call them our volleyball home.

Thank you for your attention to this matter.

Warmest,
Brian and Katie Messer

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

This email is in regards to Dynasty's special use permit. I ask that the Unified Government please renew the permit.

I've been a club volleyball parent for nine years and can attest to the benefits of this organization.

My oldest daughter, Lizzy, is a freshman in college, and many of the virtues she learned playing club volleyball have helped her be successful. She has grit, resilience, and works hard! She perseveres to meet her goals, manages her time well, works well with a team, is involved with her community, and is driven. She is also earning a minor in leadership. Lizzy does not play volleyball in college, but the characteristics she developed playing club volleyball are invaluable and have made a positive impact on her life!

My youngest daughter, Claire, is now playing club volleyball at Dynasty and it's been a great experience. I see some of the same characteristics developing in her.

Please renew Dynasty's special use permit so my daughter and many other children can continue to develop strong character and skills that will help them thrive in life.

Sincerely,
Jenny Choquette

Good Morning,

I wanted to take a couple minutes to thank Dynasty Volleyball for the positive impact the club has on my daughter Ella Cohen. She has been with Dynasty for over three year. During this time, Ella's confidence and self esteem has exponentially grown which we directly link to Dynasty.

The work of the Dynasty is much bigger than the sport of volleyball. The club is built on a foundation of community, resilience, and relentless pursuit of excellence, using volleyball to help kids navigate through life's challenges. Through teamwork, accountability, and unwavering support, they create an environment where athletes thrive, both on and off the court.

We ask the Unified Government to extend Dynasty's special Use Permit so the club can continue to enrich the lives of its athletes and strengthen the community.

Please let me know if you have any questions. Thank you for the time.

Jared Cohen
520-508-4155
jared.cohen2585@gmail.com

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

I am writing to ask the Unified Government to extend the Special Use Permit for Dynasty Volleyball.

My name is Rylee Garrett. I am 23 years old and currently a coach at Dynasty Volleyball, but my story there started when I was 10 as a player who hoped she'd be good enough to make a team. When I started playing volleyball, I knew instantly that this was my sport. The rest is history; this club has been a part of my life longer than it hasn't.

I've played with and against some of the most incredible girls I would have never met, many of whom remain some of my closest friends to this day.

Now, as a coach, I strive to give these girls the same support and guidance that my coaches gave me at Dynasty. We don't just train volleyball technique and skills; we also help develop strong character. I would not be the well-rounded, successful young woman I am today without this club.

The best thing about Dynasty is that it's not just about high-level volleyball and winning. Is that a great bonus? Absolutely. But the players winning those titles are also the ones who have honed their character, drive, work ethic, and grit alongside their volleyball skills. That's what Dynasty does.

Not extending this special use permit would hurt far more people than it would ever help. I urge you to consider the lasting impact this club has on young athletes and our community.

RYLEE GARRETT

Field Engineer | Employee-Owner

p. 816.389.8300 c. 816.794.0773 | centric.build

520 W Pennway St, Suite 100, Kansas City, MO 64108

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Subject: Strong Support for Dynasty Volleyball's Special Use Permit Extension

March 7, 2024

Dear Unified Government Representative,

I am writing to express my strong support for Dynasty Volleyball and to encourage the extension of their special use permit. Dynasty Volleyball is not just a premier volleyball club—it is a community built on values that foster growth, discipline, and sportsmanship in young athletes. The positive culture cultivated within this organization extends far beyond the court, shaping participants into responsible, dedicated, and engaged community members.

As someone who travels from the east side of Kansas City (Missouri) to participate in Dynasty Volleyball with my daughter, I can personally attest to the impact this club has had on my family and many others. Without Dynasty, I would not have a reason to frequent this community of Turner, yet because of their presence, I find myself regularly visiting local businesses and services. The economic and social benefits that Dynasty brings to the area are undeniable.

At Dynasty Volleyball, they are more than just a club—they are a family. Built on a foundation of resilience, teamwork, and excellence, the program instills in its players a growth mindset, a relentless work ethic, and the ability to overcome challenges both in athletics and in life. Through accountability and support, athletes develop the grit needed to compete at the highest levels, all while embracing the values of leadership, teamwork, and integrity.

Director Bryan Larson's leadership is a driving force behind Dynasty's success. As an experienced educator, his commitment to mentorship and character development is evident in every aspect of the club's operations. Dynasty is not just about developing great volleyball players—it is shaping the future leaders of Kansas. The club instills sportsmanship, teamwork, and a community-first mindset in its athletes, leaving a lasting, positive impact that extends far beyond the court.

I strongly encourage you to support the extension of Dynasty Volleyball's special use permit. Their presence enriches not only the athletes and their families but also the broader local economy and the future of youth sports in Kansas. As someone who travels from Missouri to participate, I only wish we had a program of this caliber in my own backyard.

Thank you for your time and consideration.

Sincerely,

Dr. David MacLean
Assistant Superintendent
District Office / Oak Grove
School District -Missouri
dmaclean@ogr6.org

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

To whom it may concern,

Scarlett is my daughter she is 12 years old; at 12 scarlett is also a half inch away from being 6 foot. As an adult this might be exciting news but as a young pre teen who desires to blend in the difference of height between her friends and peers most day leads to low self esteem. At school everyday she already knows that someone will always call her out for height atleast 1-2 daily. As one peer once called her "a girl in a boys body"

You may ask what this has to do with the volleyball community that dynasty has built?

Scarlett walks into the doors of dynasty 2-3 times a week and knows that when she walks in those doors not one person will ever talk negatively about her height. She knows that her height will always be an advantage in the volleyball world. She has coaches at dynasty and teammates who are constantly building her up. This community has provided her an escape from the outside pressure of blending in. And given her the ability to embrace who she is; but also to be proud of the way god built her.

If you could see her play today you would never recognize the player she was when she first was when she started at dynasty. Because this community has built her up to thrive and grow.

Thank you,

Katelynn Howell

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Good Morning Brian -

I'm sending this email to thank you and the entire Dynasty team for all that you do to support volleyball in the Kansas City community. We support Dynasty and would ask that the Unified Government please extend the Special Use Permit needed to continue activities at the current facility.

As parents to 3 daughters, my wife and I believe strongly in the value of team sports for each of our daughters. The Dynasty Volleyball Club is a very important part of this for our daughters. Dynasty fosters an environment and community where our daughters have the opportunity to learn how to be part of a team, develop a strong work ethic, develop accountability, resilience and grit, and gain confidence in who they are. I'm confident these skills and lessons from volleyball will serve them throughout their lives giving them a strong foundation to positively impact others and their communities.

Thanks for all you do, not only for our daughters, but so many others throughout Kansas City.

Kind Regards,
Mike Ashley

Coach Larson,

I am writing to express my strong support for Dynasty's request for the Unified Government to extend the Special Use Permit for the Dynasty Volleyball program.

My daughter, Libby, has been an athlete at Dynasty for four years. She began her journey on the lower-level U13 fives team as an inexperienced player seeking a positive environment to develop her volleyball skills. Thanks to the opportunities provided by Dynasty—including camps, private lessons, and workouts—she has steadily progressed each season. She moved up to the U14-4 team, then the U15-3 team, and now plays for the U16-2 team. Dynasty has given her not only the tools to improve her athletic abilities but also the confidence to push herself and grow.

However, while becoming a stronger athlete was one of our goals for Libby, it has been the least important one in my eyes. Over the past four years, I have seen her develop in ways far beyond the court. Dynasty's coaches have played an invaluable role in shaping her into a confident, determined young woman. At No Limit Fitness, Coach Damontez has helped her cultivate a positive mindset and belief in herself as a powerful female athlete. Coach Simona at Biomotives has taught her the importance of mental and physical self-care. Coaches Tanya, Barb, Johnathon, and Peter (among others) have instilled in her a deep sense of self-confidence and resilience—qualities she will carry with her for life.

Through Dynasty, Libby has learned to be a reliable teammate and a supportive friend. She has learned to overcome challenges, handle disappointment, and push past her perceived limits. As you know, keeping girls involved in sports fosters leadership, resilience, and teamwork—qualities that will benefit them long after their playing days are over. Dynasty is actively shaping the next generation of female leaders, and for that, I am forever grateful.

I strongly support the request to extend the Special Use Permit and deeply appreciate the community's support for the meaningful work happening within this facility.

Best,

Eileen Hotze

Eileen M. Hotze, Ph.D.

Associate Teaching Professor

Department of Undergraduate Biology

University of Kansas

1200 Sunnyside Ave

1006 Haworth Hall

Lawrence, KS 66045

785-864-1642

LETTERS OF SUPPORT – ADDED MARCH 21, 2025

Bryon,

My daughter, Molly, joined the Dynasty Club last fall. To say that she has enjoyed her experience at Dynasty would be an understatement. Not only has she grown as a volleyball player, but she has learned the importance of teamwork and leadership. She learned how to come together with a group of people she did not know and become a cohesive unit striving to achieve at the highest level possible.

Dynasty has meant more than just volleyball to Molly. It has become akin to a second family to not only her but our entire family. You are truly doing great work and I would love to see us continue that in our current space.

Thanks,

Tom McGuire
913.420.6093

To Unified Government of Kansas City, KS,

I am writing to express my full support for Dynasty Volleyball Club and to respectfully request an extension of their current special use permit. As a parent of twin daughters who have been involved in club volleyball

for the past six years, I have witnessed firsthand the immense positive impact that club volleyball has had on their personal and athletic development.

Throughout their time in club, volleyball has not only helped my daughters grow athletically, but it has also been an invaluable tool in shaping their character, helping them navigate their teenage years

with greater confidence and maturity. The discipline, teamwork, and resilience they've learned through the sport have played a critical role in their development and have undoubtedly contributed to the individuals

they are today. I truly believe that the environment fostered by Dynasty Volleyball, which emphasizes teamwork and growth, will continue to have a lasting impact as they transition into adulthood. The lessons learned

on the court—perseverance, leadership, and collaboration—are foundational qualities that will serve them well in all areas of life.

In light of this, I kindly request that you consider granting an extension of Dynasty Volleyball's special use permit, allowing them to continue to provide a positive, structured environment for current and future athletes.

I am confident that many other families share the same appreciation for the club's role in shaping young people's lives.

Thank you for considering my request.

Sincerely,
Sara English

Dynasty 17 Blue Family

Bryon,

I'm reaching out regarding discussions about the usage of the Dynasty facility, as I want to express my strong support for this space and the invaluable opportunities it provides to club members and direct impacts to my family, extended family and daughter.

My daughter has been part of Dynasty Volleyball for three years, and our time at this accessible, welcoming, and leadership-focused facility has allowed her to grow in ways far beyond the game. Every time she steps onto the Dynasty courts, she is not only developing as an athlete but also learning resilience, leadership, and the value of hard work—skills that will serve her for a lifetime. Dynasty's leadership, coaching staff, and players cultivate determined individuals who learn to push through adversity, handle pressure with confidence, and work toward their goals with unwavering dedication.

More than anything, Dynasty has taught her the power of leadership and perseverance. She has learned to support her teammates, rise to challenges, and embrace setbacks as opportunities for growth. These lessons extend into all aspects of her life, and I can say with certainty that Dynasty has played a critical role in shaping her into the strong, driven young woman she is becoming.

Beyond the personal impact, the location of the facility is also essential to our family. As parents who are frequently out of town for work travel, having this accessible training space ensures that our support system—sisters, grandparents, and friends—can step in to help our daughter stay committed to her training. This convenience is not just a matter of preference; it's what allows her to continue pursuing her passion at the highest level at her favorite place to dig in. Additionally, because of Dynasty's location, leadership, and the incredible opportunities it provides, we have introduced other family members and friends to the club. In doing so, we've seen these invaluable life skills—resilience, leadership, and perseverance—extend beyond our daughter, positively impacting those closest to us.

Dynasty members and players would also like to further engage with the local community to strengthen our relationship and show our gratitude—whether through volunteer efforts, neighborhood cleanups, or other initiatives as expressed by the need of the community.

Our family is incredibly thankful for the impact Dynasty has had on our daughter, niece, and multiple generations of our family and the time it allows us to celebrate the sport of volleyball together. We look forward to many more years of growth, competition, and community at Dynasty and supporting those community members that allow us these opportunities.

With gratitude,

The Beins Family

TAMMY BEINS | VP SALES

Email: tammyb@boggbag.com

Phone: (913)744-8682

Customer Service Ph: (866) BOGGBAG

Dear Board of County Commissioners,

I hope this message finds you well. I am writing in support of Dynasty Volleyball Club in their request for an extension of the Special Use Permit that allows the club to continue its activities at the current facility.

As a vital part of the community, the club provides an excellent opportunity for young athletes to develop their skills, foster teamwork, and stay engaged in a positive, active environment. The current facility has been instrumental in the success and growth of the club, and an extension of the permit would ensure that these opportunities continue for all involved.

This is our first year at this club and we have had nothing but a 100% positive experience in every aspect that we have been a part of. We are beyond grateful to be a part of this volleyball family.

I strongly encourage you to consider granting this extension, as it would not only support the club but also contribute to the overall wellbeing and development of the community. Should you need any additional information or have any questions, please feel free to reach out to me.

Thank you for your time and consideration.

Sincerely,
Ashley Irwin
ashleyairwin@hotmail.com
Parent of 14U player

To whom it may concern,

My name is Meagan Morris. My daughter Vivian Morris has played with her Dynasty Volleyball family for 4 years now. Starting when she was only 9 years old. Through the coaches, facility and teammates, she has found her true passion. At only 13 years old, she had committed herself to the sport of volleyball. She sacrifices her free time, weekends, time with her friends and family to train, be coached and play volleyball. Dynasty has given her a sense of purpose. Her commitment comes from all the wonderful coaches, staff and teammates at Dynasty.

Everyone there has shaped so many players, parents and their community. Please extend the special use permit. We need Dynasty!

Thank you,
Meagan Morris

Dear Planning Commission,

My name is Theresa Garrett, and I am a proud resident of Wyandotte County. I am writing to express my strong support for the extension of Dynasty Volleyball's special use permit.

Dynasty Volleyball is more than just a club; it is a vital part of our community. It has built a reputation for excellence, not only in competition but in the character and confidence it instills in young women. Through dedication and mentorship, Dynasty has provided countless athletes with the skills, discipline, and values that prepare them for success both on and off the court.

On a personal level, I have seen the profound impact of Dynasty firsthand. My daughter, Rylee Garrett, grew up playing there, and the lessons she learned shaped her into the strong, driven woman she is today. Now, as a coach at Dynasty, she is giving back—helping to guide and inspire the next generation of athletes just as she once was.

The potential non-renewal of Dynasty Volleyball's special use permit would have far-reaching consequences, disrupting the lives of hundreds of families and young athletes who rely on it for growth, mentorship, and opportunity. The club provides a safe and structured environment where kids develop not only as athletes but as leaders and members of our community.

Dynasty has also proven to be a respectful and responsible neighbor. They have listened to concerns, made thoughtful improvements, and contributed to the overall well-being of the area. Their presence enhances our community, bringing families together, supporting, and reinforcing the values we want to see in Wyandotte County.

I urge you to continue Dynasty Volleyball's special use permit, ensuring that this program can continue its invaluable work. The positive impact they have on our young athletes and our community as a whole cannot be overstated.

Thank you for your time and consideration.

Sincerely,
Theresa Garrett
13001 Meadow Lane
Kansas City, Kansas 66109
913-669-4375

March 10, 2025

City of Kansas City, Kansas – Planning and Board of Zoning
701 N. 7th St., Ste 423
Kansas City, KS 66101
(sent via email)

RE: Zoning for Dynasty Volleyball Academy – Town Hall meeting tonight, 3/10/25 at 6:30 PM.

To Whom It May Concern:

I am reaching out to you in strong support of Dynasty Volleyball Academy to continue the use of the building for this incredible volleyball family.

Our daughter, who is now 11 years old, started playing volleyball only a few short years ago through JCPRD. She played only 1 short, 6-week season before the team dissipated due to not having enough girls to continue the team. We looked into options so that she could continue this sport that she fell in love with. She played 2 or 3 more short 6-week seasons with their VIP's (rec) league before one of the coaches asked if we've ever considered club volleyball. At the time, we had not; however, our daughter was exceptionally good at the sport at such a young age and flourished physically and mentally whenever she played. After attending several volleyball camps and training sessions, she was hooked and wanted more.

My husband and I mulled it over in great length and discussed how we would be able to financially afford it as it is a big financial and time commitment. We also had to consider our three younger children and their activities. It didn't take long to figure out how we could make this work. We have worked hard at saving and being able to afford this nearly year-round financial commitment. It is stressful, at times, but we have made it work because it means that much to our daughter.

During her time at Dynasty Volleyball Academy, she has matured rapidly in front of our eyes. She is a very bright child and excels academically but the training they provide, both physically and mentally has catapulted her forward beyond our expectations. She has developed extremely close friendships with girls on her team and even other teams, both younger and older. Being part of such a strong volleyball community within Dynasty has increased her confidence in speaking with adults and even some (safe) strangers and provided her a close-knit, very diverse group of individuals to grow with, trust, and cherish. One of the owners of this organization personally connected her with Skyler Pierce, one of the top recruits in the country who now plays for Nebraska. My daughter has developed a mentorship and friendship with Skyler, and they talk several times a month on how to improve herself, both on and off the court, giving her valuable first-hand experience as her guide. Our daughter has also met a player from the University of Kansas Volleyball team, London Davis, briefly on the courts at KU when we took her to one of the home games in 2024. After the game, she had the confidence to approach her and ask for her autograph and to take a picture with her. Just a few short weeks ago, as our daughter was leaving

the gym after having a lesson, she comes face-to-face with London Davis again, as she's assisting Dynasty with some of their coaching. Because of the introduction to Skyler Pierce and friendship/mentorship she's established with her through Dynasty, she had the confidence to talk to London Davis without any assistance or encouragement from her parents. It was mind-blowing to us as this is not something she would ordinarily do on her own. It is now. All because of Dynasty. Our daughter feels most herself when she is with her Dynasty family and my husband and I admit that we, too, have established some very close friendships with a multitude of families that have been positively affected by this organization...even some that have moved away, and we will forever be grateful for the introduction this organization gave us.

This community that Dynasty has provided goes beyond just a place to play volleyball and a sisterhood & brotherhood (including the new boy's teams that were added) for our girls and boys. Our kids are highly encouraged to have community outreach and volunteer within our community as well. This is an invaluable lesson that is never too early to start, and Dynasty is teaching this right out of the gate.

If zoning for Dynasty Volleyball Academy isn't continued, it would not only be devastating to all the kids who attend, but also to the parents and families of these kids as well as the community around us whom have benefited from the encouragement that Dynasty instills in our kids to reach out to them. We can't imagine what this would do to our daughter and how it would affect her mental and physical health. The individuals that run this organization have given so much of their time, energy, and money into helping our children grow and be better human beings to everyone around them. It has taught them discipline, respect, confidence, love, tenacity, determination, strength of mind and body, and so much more. Our family, our daughter, would never be the same if something were to sever these ties.

Thank you so much for your time in reading this and for the consideration of the profound impact and outreach that Dynasty Volleyball Academy has. We strongly encourage you to continue the use of this facility for Dynasty Volleyball Academy as it IS the community within our community. We feel this to be a no-brainer when it comes to our children. We all want our kids to have better than what we did from our own childhoods and that "having better" means having Dynasty Volleyball Academy for decades to come.

Sincerely,

The image shows two handwritten signatures in black ink. The top signature is cursive and appears to read 'AKM'. The bottom signature is also cursive and appears to read 'D'. Both signatures are written on a white background.

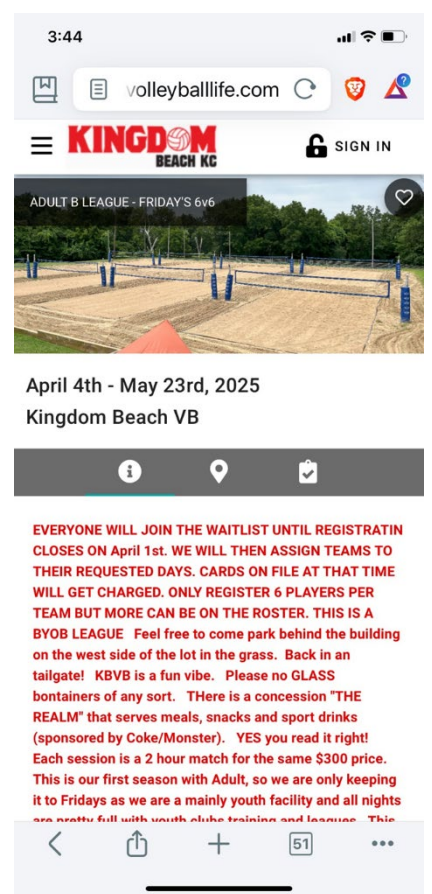
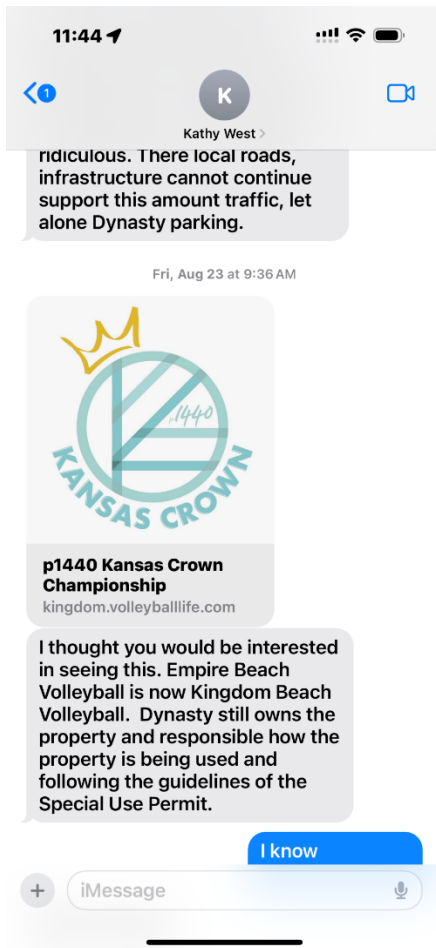
Amy K. Moore

Diontey R. Moore

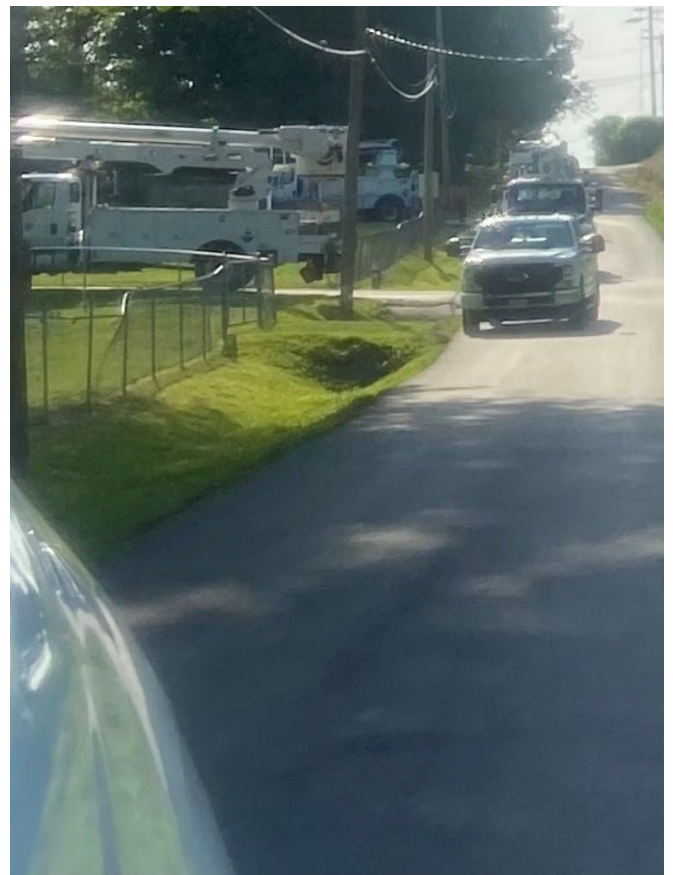
>Proud parents of an "11 Black" player<

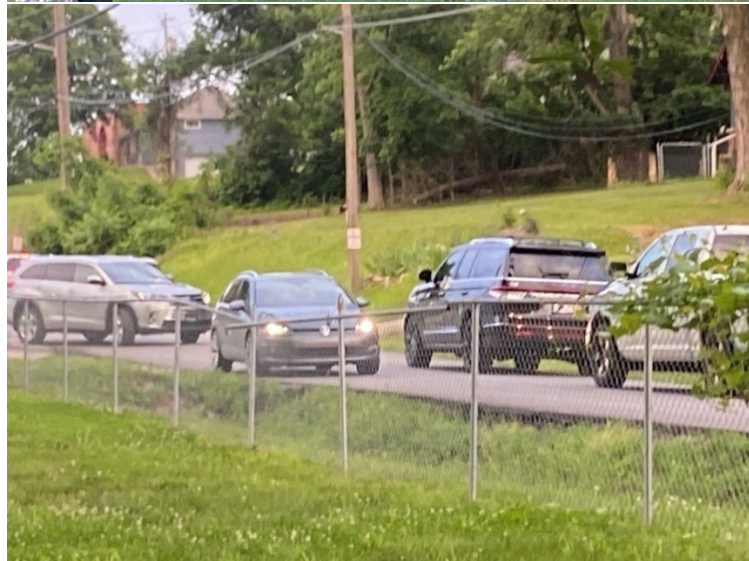
PHOTOS SUBMITTED BY COMMISSIONER JIM ERNST















**ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.**

Melissa Vancrum
913.647.3211
mvancrum@rousepc.com

November 26, 2024

Chairman Carson and City Planning Commissioners
c/o Planning & Urban Design Department
City Hall
701 N 7th St, Suite 423
Kansas City, KS 66101

Re: Request and Reasons for Continuance of SUP Application SP2024-057
Dynasty Holdings, LLC/Dynasty Volleyball Club, 7120 Gibbs Road

Dear Chairman Carson and Planning Commissioners,

Dynasty Holdings, LLC submits this letter to request a continuance of consideration of the Special Use Permit ("SUP") renewal currently scheduled for your meeting on December 9, 2024. Based on the ongoing efforts to respond to neighborhood concerns and ongoing professional traffic engineering analysis of the site, Dynasty requests a continuance to January 13, 2025, to allow necessary time to further mitigation efforts and obtain an appropriate traffic and parking analysis to inform potential additional changes.

As you may recall, this application is for the renewal of a Special Use Permit at 7120 Gibbs Road for continued use of the site as a youth athletic facility. The initial SUP was granted in 2012. At the initial Planning Commission meeting on October 14, traffic, parking and other concerns were raised by facility neighbors. Dynasty has devoted significant time and resources since that meeting to understand and address those concerns, including door-to-door communication efforts with neighbors and a second neighborhood meeting.

In addition, Dynasty is engaging a traffic engineer to evaluate traffic flow to and from the site and to determine the reasonable parking needs to serve the facility. This traffic and parking analysis will help everyone evaluate issues raised by neighbors regarding the impact of the facility.

Granting of a continuance until the January 13 meeting would provide sufficient time for the consultant to complete this evaluation, for staff and neighbors to review the analysis, and to provide it for Planning Commissioner review in advance of the hearing. Timing of this report has been affected due to Holliday Drive construction closing an access point to the site and redirecting traffic, the November start of the volleyball season during which Dynasty has implemented significant scheduling changes to mitigate issues, and the capacity of the traffic engineers to complete the report, given other work and the holidays.

Importantly, we continue to receive feedback from our neighbors about programming changes implemented after the October Planning Commission meeting. That feedback includes information, questions, and communications in our second neighborhood meeting last night (November 25). In coordination with the neighbors at last night's meeting, Dynasty plans to attend an upcoming Morris Neighborhood Watch meeting, scheduled for January 9, to reach the broader neighborhood regarding changes and conditions that will mitigate the impact of the facility on the neighborhood and continue to improve avenues for ongoing communication. This feedback will help all parties to evaluate the effect of recent changes and options for the future.

At last night's meeting, the discussion included our intent to seek a continuance to January 13, for the reasons set forth above and so that Dynasty could meet with the broader neighborhood group on January 9. The neighbors in attendance did not object to the requested continuance.

As background to Dynasty's sincere commitment to address issues heard from neighbors to date, the following is an overview of activities since the October 14 hearing.

Traffic

- traffic engineer engaged to evaluate traffic impact and quantity of parking required.
- extensive programming changes implemented including staggered scheduling of practices, gaps to clear parking before next team arrives, changing days and times of some practices with continued monitoring and adjustment of programming.
- utilization of both gates on Gibbs Road with directional flow – one in and one out.
- evaluating post-road construction implementation of right in and right out from Gibbs Road through designated entrance and exit to minimize impact of traffic flow.
- obtaining signage to direct traffic flow and plan to add pavement markings on site.
- informing players and their families to drive as if they lived in the Gibbs Road neighborhood and adding safe driving commitment to player code of conduct.

Parking

- new signage and parking exterior roped off to further enforce not parking on grass, installed no parking signs along fire lane, (photos attached).
- prepared formal parking plan to manage parking on site and utilizing volunteers to monitor parking and direct/manage traffic, (initial draft attached).
- engaged Uhl Engineering to create preliminary plans for potential additional parking, which will be revised based on traffic analysis after programming changes are implemented (initial concept plan attached).
- targeted communication to encourage carpooling, specific instructions regarding drop off/pick up, discourage parking while picking up players.
- evaluating proposed plans for fencing and landscaping screening to be revised based on parking areas proposed by traffic analysis.

Lighting

- engaged lighting consultant, LightWorks, Inc., to evaluate compliance of exterior lighting for type of fixture and spillage off site.
- discussed specific neighbor concern across Gibbs Road with parking lot light and determined it involved a pre-existing light blocked until a deceased tree was removed about two years ago; modified fixture to shield light from neighbor.

Community Outreach

- door to door visits with neighbors on Gibbs Road in October.
- door to door visits to invite neighbors on Gibbs Road nearby to neighborhood meeting in November.
- second neighborhood meeting held on November 25.
- working to establish regular communication with neighbors to encourage sharing any concerns so concerns can be resolved timely.
- requesting neighbors share descriptions of vehicles for Dynasty to address directly if they witness Dynasty players or parents driving or parking unsafely.
- outreach with local public schools to identify nominations of girls in community who would benefit from participating in winter clinics and offering scholarships.
- initiated outreach to County Commission to further understand issues heard from constituents to ensure all issues are addressed.
- seeking neighbor input on activation of building for community engagement and volunteer opportunities in the community for club players.

Sincerely,



Melissa Vancrum

Attachments

Attachment 1 - No Parking Signs and Barrier to Grass Added



Attachment 2 - INITIAL DRAFT - November 2024

Dynasty Volleyball Parking Plan

Practice Schedule

- Evaluate club programming and adjust days, times and amount of practices per day based on capacity of parking lot to manage traffic flow into and out of the facility. Some courts may not be fully utilized for periods as required for management of traffic and parking capacity within existing footprint.
- Stagger practice times so a maximum of three (3) courts change over at a time.
- Minimum time allotted between end of one practice and start of the next to allow parking space to free up for teams arriving. Encourage girls to timely exit to accommodate next group arriving with personnel to facilitate exit and entrance.
- Continue to evaluate and adjust club programming to fine tune parking and traffic flow ongoing at regular intervals.

Communication

- Teams and players encouraged to carpool whenever possible to reduce the number of vehicles. Dynasty teams encouraged to drive like they live in the neighborhood, to use care and not block driveways.
- Subtenant communication enhanced for permit compliance and activities to be restricted to downtime of indoor club to manage parking and traffic of the property.

Parking Restrictions

- No parking on the grass at any time for any reason.
- Signs and barriers added to prevent parking on the grass and in the fire lane.

Traffic Flow Plan

Utilize both gates to parking lot during full operation. Implement one-way traffic flow system to encourage cars to enter through the East Gate turning right in and exit via the West Gate again turning right out Gibbs Road. Utilize a designated drop-off/pick-up zone with personnel to manage line. Discourage parents from parking in spots at pick-up. Personnel to monitor the parking lot and assist in directing traffic in and out during peak times to better manage and modify traffic flow, identify and resolve backups.

Wayfinding/Signage

Signage placed at key points, including the West Gate, drop-off zone, and East Gate to guide traffic. Pavement markings will be added to indicate the direction and flow of traffic permitted within the site. Signage to be added as needed to manage traffic flow.



Melissa Vancrum
913.647.3211
mvancrum@rousepc.com

December 30, 2024

Via E-Mail Only

Chairman Carson and UG Planning Commissioners
c/o Planning & Urban Design Department
Unified Government City Hall
701 N 7th St, Suite 423
Kansas City, KS 66101

Re: Supplemental Materials for SUP Application SP2024-057
Dynasty Holdings, LLC/Dynasty Volleyball Club, 7120 Gibbs Road

Dear Chairman Carson and Planning Commissioners,

Dynasty Holdings, LLC submits this letter to supplement its application for consideration of the Special Use Permit ("SUP") renewal currently scheduled for your meeting on January 13, 2025. In our ongoing efforts to respond to neighborhood concerns we have obtained and enclosed a professional traffic engineering analysis of the site, including details to inform the sufficiency of parking, and a professional lighting analysis.

This application is for the renewal of a SUP at 7120 Gibbs Road for continued use of the site as a youth athletic facility. The initial SUP was granted in 2012 with a renewal granted in 2014 for ten (10) years and an expansion with construction of a new gymnasium was approved in 2016.

At the initial Planning Commission meeting on October 14, traffic, parking and other concerns were raised by facility neighbors. Dynasty has devoted significant time and resources since that meeting to understand and address those concerns, including door-to-door communication efforts with neighbors and a second neighborhood meeting held November 25th.

Importantly, we have implemented significant programming changes after the October Planning Commission meeting and continue to receive feedback on those changes. Dynasty will attend the upcoming Morris Neighborhood Watch meeting, scheduled for January 9, to reach the

broader neighborhood regarding changes and conditions that will mitigate the impact of the facility on the neighborhood and continue to improve avenues for ongoing communication. The January 9, 2025 meeting was the first meeting scheduled after the December 9 continuance. Feedback from this meeting will help everyone interested in evaluating the effect of recent changes and options for the future.

As background to Dynasty's sincere commitment to address issues heard from neighbors to date, the following is an overview of activities since the October 14 hearing.

Traffic

- Merge Midwest Engineering engaged to evaluate traffic impact and quantity of parking required. See attached report.
- extensive programming changes implemented including staggered scheduling of practices, gaps to clear parking before next team arrives, changing days and times of some practices with continued monitoring and adjustment of programming.
- utilization of both gates on Gibbs Road with directional flow – one in and one out.
- implementation of right in and right out from Gibbs Road through designated entrance and exit to minimize impact of traffic flow.
- obtaining signage to direct traffic flow and plan to add pavement markings on site.
- informing players and their families to drive as if they lived in the Gibbs Road neighborhood and adding safe driving commitment to player code of conduct.
- Initial evaluation of a Holliday Drive entrance feasibility for potential future addition if programming and traffic mitigation measures are insufficient.

Parking

- new signage and parking exterior roped off to further enforce not parking on grass, installed no parking signs along fire lane, (photos attached).
- prepared formal parking plan to manage parking on site and utilizing volunteers to monitor parking and direct/manage traffic, (initial draft attached).
- engaged Uhl Engineering to create preliminary plans for potential additional parking, which will be revised based on traffic analysis after programming changes are implemented (initial concept plan attached).
- targeted communication to encourage carpooling, specific instructions regarding drop off/pick up, discourage parking while picking up players.
- evaluating proposed plans for fencing and landscaping screening to be revised based on parking areas proposed by traffic analysis.

Lighting

- engaged lighting consultant, LightWorks, Inc., to evaluate compliance of exterior lighting for type of fixture and spillage off site. See attached report.
- discussed specific neighbor concern across Gibbs Road with parking lot light and determined it involved a pre-existing light blocked until a deceased tree was removed about two years ago; modified fixture to shield light from neighbor.

Community Outreach

- door to door visits with neighbors on Gibbs Road in October.
- door to door visits to invite neighbors on Gibbs Road nearby to neighborhood meeting in November.
- second neighborhood meeting held on November 25.
- Planned attendance at January 9th Morris Neighborhood Watch meeting to reach additional neighbors for feedback.
- working to establish regular communication with neighbors to encourage sharing any concerns so concerns can be resolved timely.
- requesting neighbors share descriptions of vehicles for Dynasty to address directly if they witness Dynasty players or parents driving or parking unsafely.
- outreach with local public schools to identify nominations of girls in community who would benefit from participating in winter clinics and offering scholarships.
- initiated outreach to County Commission to further understand issues heard from constituents to ensure all issues are addressed.
- seeking neighbor input on activation of building for community engagement and volunteer opportunities in the community for club players.

As you can see, the applicant's team has demonstrated an invigorated commitment to working with the Morris neighborhood in a mutually beneficial manner.

Sincerely,

Melissa Vancrum

Melissa Vancrum

Attachments



Merge Midwest Engineering, LLC
2668 W Catalpa Street
Olathe, KS 66061
913.788.1985

December 30, 2024

Bryon Larson
Club Director
Dynasty Volleyball
7120 Gibbs Road
Kansas City, KS 66106

SUBJECT Traffic Engineering Services
Dynasty Volleyball Site Traffic Analysis
Kansas City, Kansas

Dear Mr. Larson:

As requested, Merge Midwest Engineering, LLC has observed the traffic and club operations associated with the Dynasty Volleyball site located on the north side of Gibbs Road between 73rd Street and 71st Street in Kansas City, Kansas. These observations occurred on Wednesday, December 4, 2024, and Tuesday, December 10, 2024. This study includes a description of the club operations, traffic observations, parking ratios, crash analysis, and improvement considerations.

CLUB OPERATIONS

The Dynasty Volleyball club building includes two gyms, a training and recovery center, and eight outdoor sand volleyball courts. Each gym includes three courts; however, only five teams practice at one time. Practices last from 60 – 120 minutes with a 10-15 minute period between practices to transition to the next team. Teams range in size from nine to twelve players and include two coaches. Team practices typically occur on weeknights. Specialty practices by position occur on the weekends.

The training and recovery center is run by a husband-and-wife team with 90% of their clients being Dynasty Volleyball players. The players typically attend the training and recovery sessions on the same day as their practice.

Eight sand volleyball courts are included on the north side of the building. Teams range in size from two to four players with a majority of the teams being two players. League play occurs on the weeknights with some tournaments occurring on the weekends.

Typical yearly operations are as follows:

- July: Tryouts
- July – October: Preseason (facility about 50% occupied)
- November – March: Season (facility 100% occupied)
- April – June: Postseason/nationals (facility less than 50% occupied)
- April – October: Sand volleyball season

TRAFFIC OBSERVATIONS

Vehicular traffic observations were conducted at the Dynasty Volleyball facility on Wednesday, December 4, 2024, and Tuesday, December 10, 2024, from 5:45 PM to 8:15 PM. Peak drop-off and pick-up activity typically occurred between 5:45 PM – 6:15 PM, 6:45 PM to 7:15 PM, and 7:45 PM – 8:15 PM which corresponded to transition times as practices began and ended. During these observation times, traffic flow and parking utilization was documented.

Traffic Flow: The Dynasty Volleyball facility has two access points onto Gibbs Road. Drivers are encouraged to enter the facility at the east drive and exit the facility at the west drive as shown on **Figure 1**. There are large ENTER and EXIT signs currently placed at these access points. This encourages counterclockwise traffic flow for smoother operations during player drop-off and pick-up times.

Players are typically dropped off at the main entrance, which is located in the southeast corner of the building. If parents are staying for practice, they park in the parking lot and walk with their player into the building. During the field observations, there was typically a three to four vehicle queue during peak drop-off times at the main building entrance. However, there was one instance during the 12/4/24 observation period where vehicles queued back onto Gibbs Road due to a parent and player having a conversation while dropping off at the main entrance.

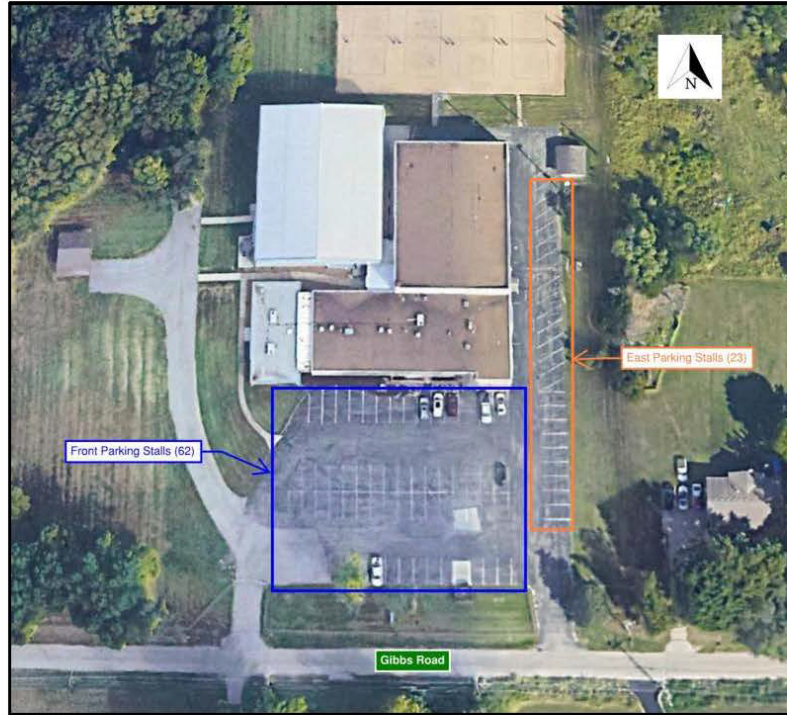
When arriving for pick-up, parents are encouraged to wait for their players on the west side of the building in the pick-up lane. This reduces the amount of parking space turnover during the drop-off/pick-up transition times and provides open parking spaces for parents to utilize if they are staying to watch practice. During the 12/4/24 observations, the pick-up lane was utilized fairly well for pick-up activities; however, during the 12/10/24 observations, this area was underutilized as parents appeared to park in parking spaces in front of the building and go inside to watch the end of practice and pick-up their players. Additionally, there was a period during the 7:45 PM-8:15 PM transition on 12/10/24 where no parking stalls were available in front of the building and drivers were circling the parking lot waiting for a space to become available.

Figure 1: Dynasty Volleyball Facility Layout



Parking Utilization: A parking analysis was completed during the field observations to identify parking demand and utilization at the Dynasty Volleyball facility. A total of 85 parking stalls are currently provided. As shown in **Figure 2**, 23 parking stalls are on the east side of the building and the remaining 62 parking stalls are in front of the building.

Figure 2: Parking Stall Map



Parking utilization was determined based on the number of occupied parking stalls every 15-minutes during the field observations. A summary of the parking utilization is provided in **Table 1**. More detailed tables by parking area are included at the end of this memo. It should be noted that data for how long each vehicle was on site was not collected.

Table 1: Parking Utilization Summary

	# Parking Stalls	5:45 PM	6:00 PM	6:15 PM	6:30 PM	6:45 PM	7:00 PM	7:15 PM	7:30 PM	7:45 PM	8:00 PM	8:15 PM
12/4/24 - Wed	85	78%	79%	66%	68%	71%	74%	64%	69%	81%	93%	73%
12/10/24 - Tue	85	74%	82%	67%	68%	71%	72%	78%	84%	96%	85%	66%

Based on the data, the highest utilization of the parking lot occurred between 7:45 PM and 8:15 PM both days. During this time, there were periods where all the parking stalls were occupied in front of the building.

PARKING RATIOS

Dynasty Volleyball provided parking lot occupancy numbers and corresponding building occupancy numbers at various times of the day on different days of the week. This data was used to develop the parking ratio estimates shown below in **Table 2**. These ratios correspond to the number of people inside the Dynasty Volleyball building and the number of parked vehicles in the parking lot.

Table 2: Dynasty Volleyball Parking Ratios

Day of Week	Building Occupancy/Parked Vehicles	Average Weekday (People/Vehicle)	Average Weekend (People/Vehicle)
Monday	2.45	2.30	
Tuesday	1.85		
Wednesday	1.99		
Thursday	3.44		
Friday	1.78		
Saturday	2.20		2.06
Sunday	1.93		

As shown in the table, on an average weekday each vehicle in the parking lot corresponds to 2.30 people inside the building. Likewise, on the weekend, each vehicle in the parking lot corresponds to 2.06 people inside the building. In the future if the club wishes to add more athletes during the existing practice times, this ratio can be used to estimate the number of additional parking spaces that would be needed to accommodate the associated traffic.

CRASH ANALYSIS

Crash data was requested from the Kansas Department of Transportation (KDOT) for the years 2021 through 2023. During this 3-year period, no crashes were reported along Gibbs Road between S 73rd Street and S 71st Street. Crash data was also requested within 500' of the S 73rd Street & Gibbs Road and S 71st Street & Gibbs Road intersections for the same time period. Similarly, no crashes were reported near these intersections.

SUMMARY & IMPROVEMENT CONSIDERATIONS

The Dynasty Volleyball Club is located on the north side of Gibbs Road between 73rd Street and 71st Street in Kansas City, Kansas. Traffic and club operations were observed on Wednesday, December 4, 2024, and Tuesday, December 10, 2024, from 5:45 PM – 8:15 PM. Based on these observations there was typically a three to four vehicle queue during peak drop-off times at the main building entrance. There was one instance during the 12/4/24 observation period where vehicles queued back onto Gibbs Road due to a parent and player having a conversation while dropping off. There is a pick-up lane included for parents waiting for their players on the west side of the building. During the 12/4/24 observations, this area was utilized fairly well. During the 12/10/24 observations, this area was underutilized as parents appeared to park in parking spaces in front of the building and go inside to watch the end of practice and pick-up their players. Additionally, there was a period of time during the 12/10/24 observation where no parking stalls were available in front of the building and drivers were circling the parking lot waiting for an available space.

In addition to the observations, parking utilization was recorded every 15-minutes during the field visits. Based on this data, the highest utilization of the parking lot occurs between 7:45 PM and 8:15 PM with nearly all the spaces being occupied.

Dynasty Volleyball provided parking lot occupancy numbers and corresponding building occupancy numbers at various times of the day on different days of the week. Using this data, it was determined that each vehicle parked in the parking lot on an average weekday corresponds to about 2.30 people inside the building. While on the weekend, each vehicle parked in the parking lot corresponds to 2.06 people inside the building. In the future if the club wishes to add more athletes during the existing practice times, this ratio can be used to estimate the number of additional parking spaces that would be needed to accommodate the associated traffic.

Crash data was requested from KDOT for the years 2021 through 2023. During this 3-year period, no crashes were reported along Gibbs Road between S 73rd Street and S 71st Street.

Based on the information above, the following are some improvements to consider for the Dynasty Volleyball site:

- Encourage coaches and staff to park in the spaces on the east side of the parking lot. This will provide more spots in front of the building and prevent parents from pulling in/backing out when vehicles are trying to enter the parking lot from Gibbs Road.
- If vehicle queues continuously back out onto Gibbs Road, work to utilize both the main entrance and side door to drop-off. Vehicles should pull all the way forward

to the west side to drop-off. This will allow more stacking and hopefully prevent any queues from extending back onto Gibbs Road. Remodeling the entrance on the west side of the building and making it the main entrance would help to encourage the use of this building access.

- Monitor parking occupancy and building occupancy. If needed, further limit the number of practices occurring at the same time to reduce the number of vehicles in the parking lot to better match the parking space supply. If the budget allows, constructing additional parking spaces on the property would be beneficial and help to reduce the amount of congestion during drop-off and pick-up times.

We appreciate the opportunity to serve you on this very important project. Please feel free to contact us if you should have any questions.

Respectfully submitted,

Merge Midwest Engineering, LLC



Michael Hare, P.E., PTOE
Sr. Engineer



Janelle M. Clayton, P.E., PTOE
Manager / Co-Owner



Parking Area Utilizations

		Number of occupied parking stalls											
	Parking Area	5:45 PM	6:00 PM	6:15 PM	6:30 PM	6:45 PM	7:00 PM	7:15 PM	7:30 PM	7:45 PM	8:00 PM	8:15 PM	
12/4/2024 - Wednesday	East (23)	14	14	17	17	17	16	13	15	16	18	14	
	Front (62)	52	53	39	41	43	47	41	44	53	61	48	
	Total (85)	66	67	56	58	60	63	54	59	69	79	62	
12/10/2024 -Tuesday	East (23)	15	14	15	15	16	16	18	19	20	18	16	
	Front (62)	48	56	42	43	44	45	48	52	62	54	40	
	Total (85)	63	70	57	58	60	61	66	71	82	72	56	

		Parking Utilization											
	Parking Area	5:45 PM	6:00 PM	6:15 PM	6:30 PM	6:45 PM	7:00 PM	7:15 PM	7:30 PM	7:45 PM	8:00 PM	8:15 PM	
12/4/2024 - Wednesday	East (23)	61%	61%	74%	74%	74%	70%	57%	65%	70%	78%	61%	
	Front (62)	84%	85%	63%	66%	69%	76%	66%	71%	85%	98%	77%	
	Total (85)	78%	79%	66%	68%	71%	74%	64%	69%	81%	93%	73%	
	East (23)	65%	61%	65%	65%	70%	70%	78%	83%	87%	78%	70%	
12/10/2024 -Tuesday	Front (62)	77%	90%	68%	69%	71%	73%	77%	84%	100%	87%	65%	
	Total (85)	74%	82%	67%	68%	71%	72%	78%	84%	96%	85%	66%	

ILLUMINATION STUDY



December 30, 2024

Brad Willits
Dynasty Volleyball
7120 Gibbs Road
Kansas City, KS 66106

Dear Brad Willits:

This letter represents a summary of our research and site investigation into the illumination of the site at Dynasty Volleyball.

Industry standards for comparison –

Reference documents:

The Illumination Engineering Society (The Lighting Authority)

ANSI/RP-8-22 Recommended Practice: Parking Facilities

Recommended Maintained Illuminance Values for Parking Lots			
		Basic	Enhanced Security
Minimum horizontal illuminance	lux	2	5
	fc	0.2	0.5
Uniformity ratio (maximum to minimum)		20:1	15:1
Minimum vertical illuminance	lux	1	2.5
	fc	0.1	0.25

ANSI/IES RP-6-22 Recommended Practice: Lighting Sports and Recreational Areas.

Classification of Play for Dynasty Volleyball courts is Class III – Sports Club Event with spectators per Table 2

Class of Play:

FACILITY	CLASS			
	I	II	III	IV
Professional	X			
College	X	X		
Semi-Professional	X	X		
Sports Clubs	X	X	X	
Amateur Leagues		X	X	X
High School		X	X	X
Training Facilities			X	X
Elementary School				X
Recreational Event				X
Social Event				X
Class I: Facilities with spectator capacity over 5,000 Class II: Facilities with spectator capacity under 5,000 Class III: Facilities with some provision for spectators Class IV: Facilities with limited or no provision for spectators				

Table 2: Class of Play

Illuminance levels –

IESNA recommended illuminance levels and uniformity ratios for Volleyball.

Table A-2. Recommended Illuminance Criteria for Outdoor Sports and Recreation Areas

Recommended Maintained Illuminance Targets ^(a,b)													
APPLICATION TASK/AREA	Class of Play	TS = Task Surface: Recommended illuminances are at height of task surface above finished grade or floor											
		Horizontal (E _h)						Vertical (E _v)					
		Target E _h @ Height AFF			CV	Uniformity Ratio		Target E _v @ Height AFF			CV	Uniformity Ratio	
		C	Max	Avg	Max	Ratio	C	Max	Avg	Max	Ratio		
		T Lux @ m	(Fc @ Ft)	Min	CV	Ratio	Basis	T Lux @ m	(Fc @ Ft)	Min	CV	Ratio	Basis
Volleyball													
Area of play	III	P	300 @ 0.91	(30 @ 3.0)	Avg	0.25	3:1	Max:Min					
Area of play	IV	O	200 @ 0.91	(20 @ 3.0)	Avg	0.30	4:1	Max:Min					

From RP-6-22, "A component of obtrusive light is light trespass, sometime called spill light, the encroachment of light, typically across property boundaries, causing annoyance, loss of privacy, or other nuisance. Obtrusive light typically consists of three interrelated elements, each considered separately. The three elements include light trespass, glare, and sky glow."

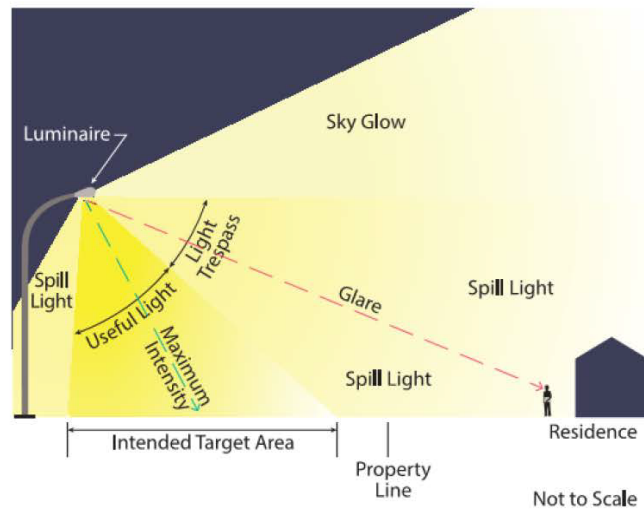


Figure 3-7. Obtrusive light components. (Graphic © Illuminating Engineering Society)

Light trespass is measured in footcandles (fc) and is typically measured and calculated in the vertical plane at the property line. Local jurisdictions commonly have ordinances in place that limit this obtrusive light.

Local standards –

Per Unified Government, Unified Development Ordinances, lighting is mentioned in two sections.

Section 27-673 – Additional Parking Regulations:

Any lights used to illuminate the parking area shall be so arranged, located or screened as to direct light away from any adjoining or abutting residential district.

Section 27-699 B 9 General requirements and guidelines:

Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged as to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlighting or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one foot candle as measured from said property line.

Site investigation of equipment –

Photos of the installed system:



Front parking lot (south side) looking towards west of site.



West end of building on south, looking to the north-west of site.



Southwest of site looking towards the east end of building.



East side of parking lot, south of the volleyball courts.



East side of volleyball courts.



Northeast side of volleyball courts.



South side of volleyball courts



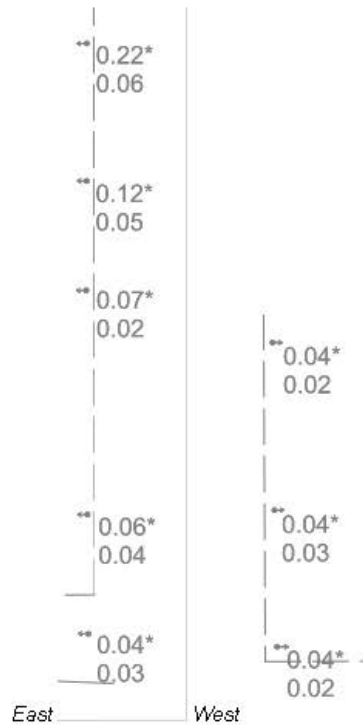
Southeast side of volleyball courts

Site investigation of illumination levels -

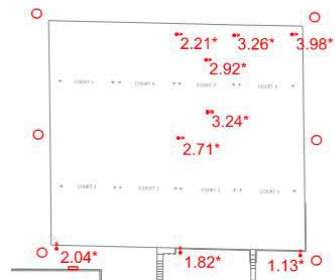
Illuminance readings were taken along the property line and at numerous points within the parking lot as well on the volleyball courts themselves and the areas surrounding the courts.

The footcandle reading report is on the attached page. Please note that the readings indicate two sets of numbers – the numbers with the asterisk are taken vertically at 3'-0" above grade. The numbers without the asterisk are taken horizontally at grade.

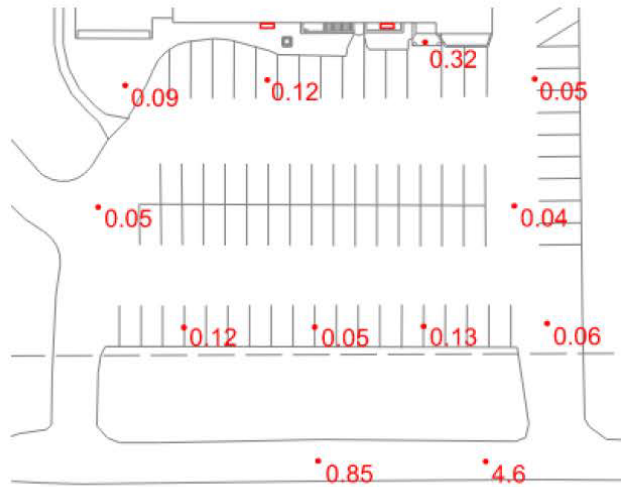
However, the east property line levels and the west property line levels – adjacent to the parking lots - measured vertically at 3'-0" a.f.g. are respectively:



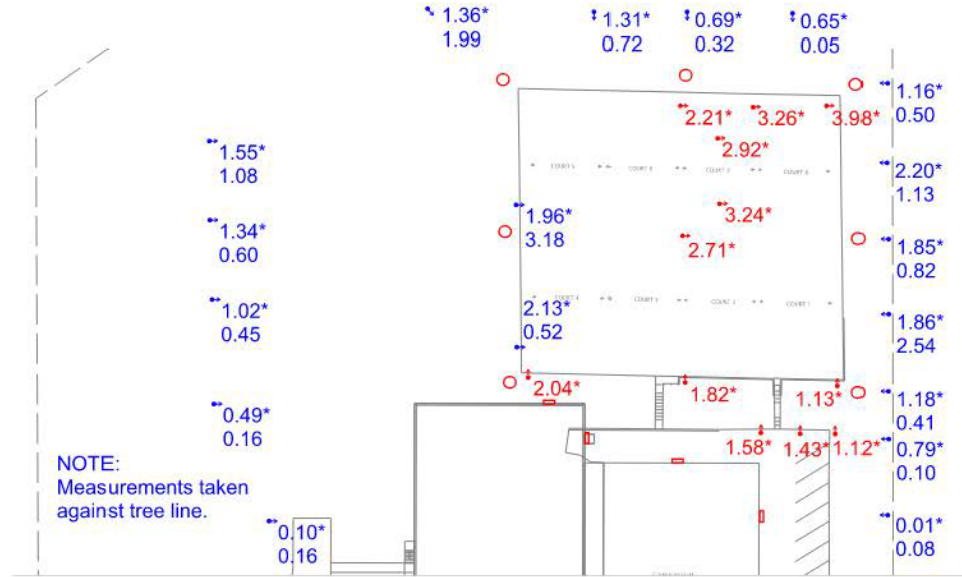
The volleyball court levels are well below minimum recommended levels. The readings are:



The parking lot levels are below the minimum recommended levels. The readings are:



The property line levels on the east of the volleyball courts are above the ordinance requirement. The readings taken to the west and to the north are as close to the property line as the readings could be taken due to dense foliage/tree line. These areas do not appear to be impeding on actual occupied residential areas. The readings are:



Summary –

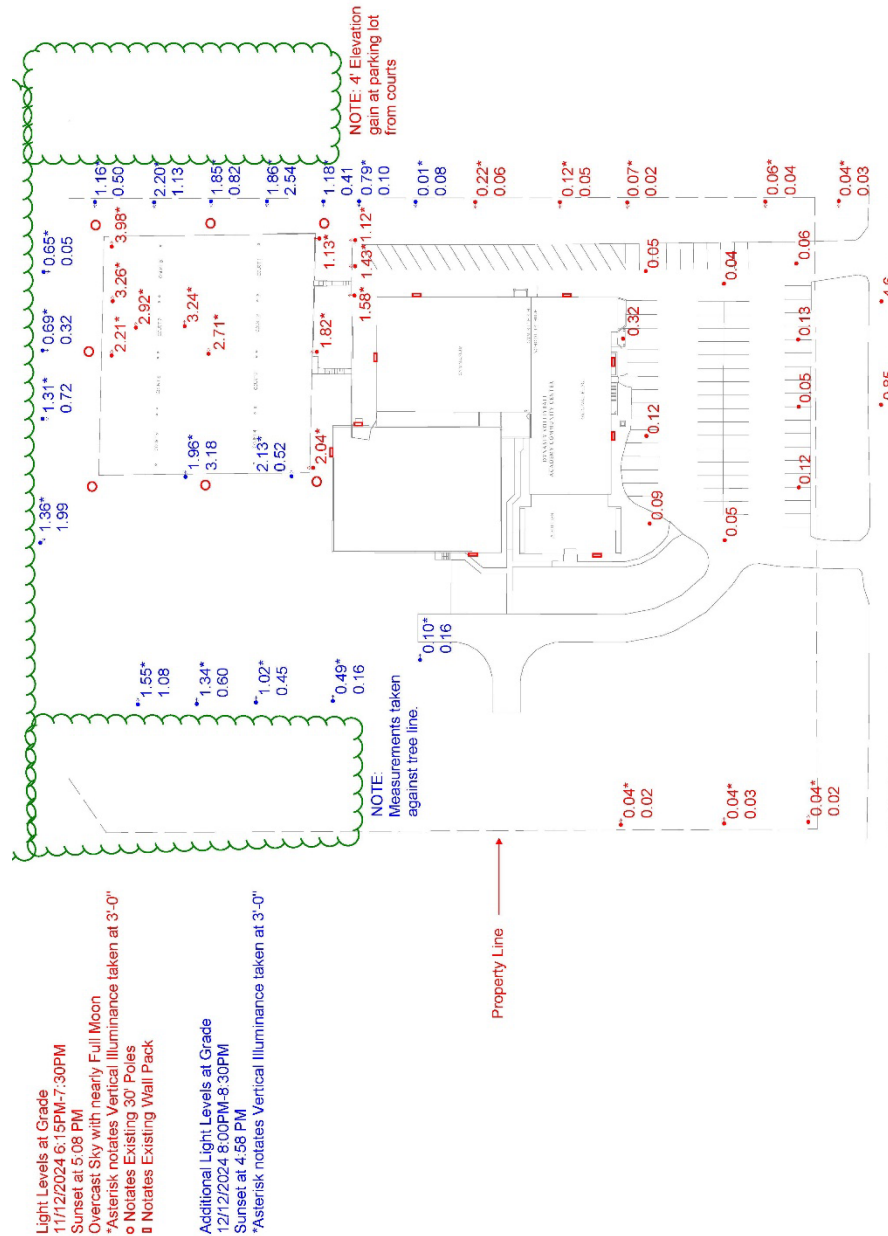
- 1) The property line illumination levels directly adjacent to residences are well below Unified Government Ordinance 27-699 requirement of **1.0 footcandle (fc) maximum**. **0.22 fc** was the highest level measured on the property line, see attached report.
- 2) The property line illumination levels directly adjacent to the volleyball courts that are surrounded by tree line are above the Unified Government Ordinance 27-699.
- 3) The wall mounted lighting that is providing some additional lighting for the parking lots has previously been modified by the owner in good faith to reduce surface brightness which could be perceived as glare. These lights would then become essentially 'hooded' and would be in compliance with Unified Government Ordinance 27-699 and 27-673.
- 4) The volleyball courts are on the northern end of the site and the length is too great to be contributing to any light trespass along the property lines.
- 5) The parking lot lighting on the south side of the building and along the east side of the building have levels below recommended minimums.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Kathi S. Vandel". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kathi S. Vandel, P.E., IESNA
President, LightWorks, Inc.

361B MAIN STREET • WESTON, MISSOURI • 64098
PHONE: 816.640.9948



11/12/2024 6:15PM-7:30PM
 Sunset at 5:08 PM

DYNASTY VOLLEYBALL
SITE PHOTOMETRICS
 11/12/2024



NEIGHBORHOOD MEETING MATERIALS

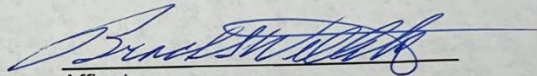
AFFIDAVIT - NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Johnson) SS:

Comes now Brad Willis, of lawful age, sound mind and upon his/her oath states as follows:

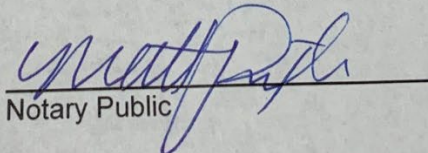
1. That I am the petitioner for Petition # SP2024-057
2. That I conducted a neighborhood meeting on 8/23/24.
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 24 day of Aug., 2024.

My commission expires 14th of July, 2026.


Notary Public



DYNASTY NEIGHBORHOOD MEETING SIGN IN SHEET

ORGANIZATION		TIME	EVENT DATE	LOCATION
Dynasty VB		5:00 pm	8/23/2024	

NO	NAME	PHONE	EMAIL	ADDRESS	ORGANIZATION (IF APPLICABLE)
1	Brad Willits	913-645-3427	bswillits14@gmail.com		Owner
2	Bryon Larsen	913-645-5716			Owner
3	Karen Carroll	829-0944			Owner
4	Kathy West			7220 Gibbs Rd	Resident
5	Todd Baker	913-9079844		7141 Gibbs Rd	Resident
6	Dave Bledsoe			7231 Gibbs Rd	Resident
7	Gwen Brustad		gmb Brustad@gmail.com	7165 Gibbs Rd	Resident
8	Ken Brustad			7165 Gibbs Rd	Resident
9	James Sheels			7133 Gibbs Rd	Resident
10	Randy VanNess	816-244-9793	Randy.vanness@yahoo.com		Volleyball parent
11	Brad Stuart	913-449-8763	Bstuart1962@gmail.com	7240 Gibbs Rd	Resident
12	Barb Kill	816-804-9868	bkill@kc.rr.com		Turner Community Connection
13					
14					
15					

NEIGHBORHOOD MEETING MATERIALS

Neighborhood Meeting for SUP SP2024-057, held 8-23-24 at 7120 Gibbs Rd.

Brad: Welcome thanks for coming.

Thanks to this facility we benefit a lot of kids here at the club.

Bryon: Club director and some history; I was the coach of ONW high school and started a club. Didn't know what club meant at the time but qualified three teams for nationals. By year three, the club was doing well and ONW was doing well. We looked for a building and a real estate agent who was a parent at the club helped us find Morris Elementary. It had been on the market for many years, but the bank would not lend to a non-profit, so Bryon, Brad, and Karen bought the building. When they first got to the building, it was not in good shape. With the help of many people, we gutted the gym and started in 2012 with the gym redone. We have kids from as far as Manhattan, KS and Columbia, MO and many points in between that play here. In 2016, we got permission to build the new gym. We have helped many girls get scholarships to play in college. Our teams are very successful. We offer academy teams to elite premier teams. We provide good training for all athletes. We scholarship several kids each year. We employ about 100 people among the coaches and other staff members. We work with about 700 athletes throughout the course of the year. Won 7 national championships during our history. We have No Limit Fitness here doing our strength and conditioning and getting great results in sports performance. Sand volleyball is now a college scholarship sport and getting much more popular. Our sand programs for kids is one of the only ones in Kansas City focused just on the kids wanting that high level training. We are excited about what we are doing in Kansas City. We are the top club in Kansas and Missouri and in the top 10 in the nation. We are committed to doing things the right way. We are open to all communication with the neighbors, and we want you to let us know about any concerns or issues so that we can address concerns.

Addison (player):

Bambi talked to me at Okun and recommended I play club. Everyone was very welcoming, and I started here at 11. I went from rec to the number one team in the country thanks to the training here.

Randy (player parent):

My daughter chose to play volleyball. We came here and loved the environment and the training and people. The comradery of the club and the level of training is fantastic. We like the work ethic. Volleyball is big across the country, and this club is strong compared to other clubs in the country. The club touches a lot of people and kids.

Brad Willits:

We are here for the kids. We are not a corporation that puts money first and kids second. We strive to keep fees reasonable. That means there is not a lot of extra money for renovations. We continually try to upgrade the facility, but it takes time.

Bryon: The building is not a profit-center. The three owners are coaches, and we have not taken any profit from the business. We put it all back in to improving the facility.

Questions:

Todd:

Is there a limit to the number of kids you can take in? Sometimes you have too many people here and in the parking lot.

Bryon: Yes, we do try to plan our events with parking in mind. However, some events are open invitations, and we get surprised by the turnout.

Kathy:

What about the lights on the sand volleyball courts?

Brad : We are the only place in Kansas City where kids can play sand volleyball at night. The other locations are bars and only cater to Adults in the evening.

We have installed a timer, so the lights go off at 10:30. Activities are done at 10. The lights will be disconnected from November to April so they will not come on at all.

Kathy: I have seen people here until midnight.

Brad: That should not happen. I will tell Scott who runs the sand to make sure everyone knows to be out of here by 10:30.

Todd

The parking lot light should point down.

They are only 150 watts, I (Brad) did not realize they were a problem. I will redirect them this Wednesday.

Ken

How many clubs are in Kansas City

Bryon: Heart of America is our region; there are hundreds of clubs in the Kansas City region.

Brad Stuart

Driving down the street, the street is not conducive to two cars on the street. People almost get hit in the street. The traffic is heavy at times.

Brad: This is our max. We are not expanding. We are as busy as we will ever get.

Suggestion would you consider making Gibbs Rd a one-way street?

The residents a unanimous NO.

Ken

What about having an entrance on Holiday?

That would be great, and we would be all for that. However, there is just no way for us to afford that unless the city helped us with some community development money or a 10-year tax abatement.

Brad Stuart

What about the speeding on Gibbs

Bryon: We routinely put in our weekly email to the parents to watch their speed on Gibbs. But with it being downhill it is so easy to get to 30 or more before you know it. We are looking to put in a sign right across the exit for them to see before entering Gibbs as a reminder. One other suggestion: would it be OK if we put in a few places on the street a painted reminder to slow down?

The residents would be good with that.

Gwen

Mentioned the vandalism in the neighborhood and asked if we had a problem.

Brad: Yes, we have had several incidents with doors being broken, graffiti, mailbox being smashed and ATV's and 4-wheel drives tearing up our grass and sand courts.

We have 24 cameras, 6 on the exterior, so we do get a picture of most of it, but it is still hard to find the culprits.

We appreciate the neighbors keeping an eye on the place: Phone numbers were exchanged.

Gwen

Brought up the Levi incident for inappropriate contact of a coach with a minor.

Bryon: Explained that has been the only incident and was an incident that did not have physical contact. It was just an exchange of inappropriate pictures and communication.

We take the safety of our kids very seriously. We are members of safe sport and all the coaches go through its training. We have cameras in every room and no coach is supposed to be alone with a kid outside the view of the cameras without another adult present.

Coaches and kids are not to communicate electronically without including a parent in the correspondence.

Kathy

I lost a bee hive from your spraying for mosquitoes.

Brad: I am terribly sorry. I did not realize there were bee hives in the area. Once you told me about the hives, we stopped the spraying immediately and will not do it again.

Brad Willits asked:

Is the beach noise OK:

All the residents except Kathy said they never heard anything from back there. Kathy says at times it is like being next to a playground.

The group did not have any other questions or comments, and the meeting broke down into small talk.

GIBBS ROAD PROPERTY EVALUATIONS – ADDED MARCH 21, 2025

GIBBS ROAD PROPERTY VALUES 2020-2025

7120 Gibbs Road (\$1,643,100) (37% increase in 5 years)

VALUE HISTORY

YEAR	APPRAISED VALUE
2024	\$1,537,210
2023	\$1,493,820
2022	\$1,295,690
2021	\$1,202,010
2020	\$1,062,480

TAX ROLL

7220 Gibbs Road (\$231,100) (57% increase in 5 years)(immediately west)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$213,700	\$24,575
2023	\$198,600	\$22,839
2022	\$195,900	\$22,529
2021	\$147,080	\$16,915
2020	\$144,690	\$16,639

TAX ROLL

7230 Gibbs Road (\$336,200) (47% increase in 5 years)(once removed and west border)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$307,170	\$35,325
2023	\$315,400	\$36,271
2022	\$275,900	\$31,728
2021	\$228,400	\$26,266
2020	\$222,510	\$25,588

7160 Gibbs Road (\$313,000) (42% increase in 5 years) (immediately east)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$294,600	\$33,879
2023	\$293,500	\$33,753
2022	\$259,100	\$29,796
2021	\$221,140	\$25,431
2020	\$218,430	\$25,120

7150 Gibbs Road (\$187,640) (67% increase in 5 years) (once removed and east border)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$178,440	\$21,461
2023	\$153,960	\$18,607
2022	\$148,930	\$17,927
2021	\$112,660	\$13,934
2020	\$103,330	\$12,869

7165 Gibbs Road (\$292,010) (3% increase in 5 years; high of \$310,600 in 2024) (immediately across Gibbs Road from west entry drive)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$310,600	\$35,719
2023	\$302,880	\$34,832
2022	\$242,260	\$27,860
2021	\$283,500	\$32,603
2020	\$270,000	\$31,050

7145 Gibbs Road (\$227,800) (66% increase in 5 years) (immediately across Gibbs Road from east entry drive)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$209,700	\$24,116
2023	\$181,000	\$20,815
2022	\$187,300	\$21,540
2021	\$137,600	\$15,824
2020	\$134,240	\$15,438

7231 Gibbs Road (\$274,900) (57% increase in 5 years) (across Gibbs; once removed to west)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$273,700	\$31,476
2023	\$226,700	\$26,071
2022	\$201,300	\$23,150
2021	\$174,560	\$20,075
2020	\$173,990	\$20,009

7135 Gibbs Road (\$205,500) (45% increase in 5 years) (across Gibbs; once removed to east)

VALUE HISTORY

YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$190,800	\$21,942
2023	\$182,600	\$20,999
2022	\$168,400	\$19,366
2021	\$141,410	\$16,263
2020	\$140,500	\$16,158

TAX ROLL

7133 Gibbs Road (\$427,900) (40% increase in 5 years) (across Gibbs; twice removed to east)

VALUE HISTORY		
YEAR	APPRAISED VALUE	ASSESSED VALUE
2024	\$371,500	\$42,722
2023	\$356,800	\$41,032
2022	\$304,000	\$34,960
2021	\$305,880	\$35,176
2020	\$291,310	\$33,501

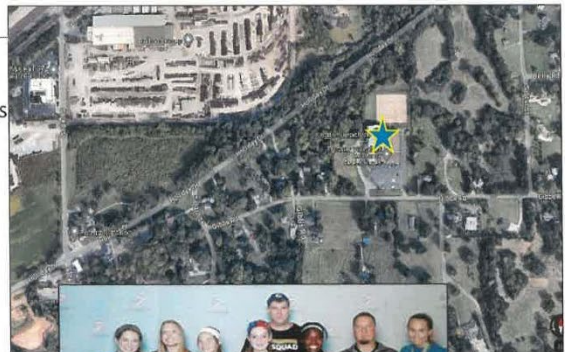


SPECIAL USE PERMIT RENEWAL - SP2024-057
UNIFIED GOVERNMENT PLANNING COMMISSION
MARCH 10, 2025

1

Dynasty Facility and Approval Background

- Address: 7120 Gibbs Road
 - Former Morris Elementary School
 - Not generating tax revenue, vacant for multiple years
- 2012 Purchased by Dynasty Holdings, LLC (coaches and parents at Dynasty Volleyball Club)
 - SUP approved for 2 years for youth athletic facility
 - Baseball fields converted to sand volleyball
- 2014 SUP renewed for 10 years
- 2016 – SUP expansion approved unanimously
 - Replaced modular classrooms with gym for 3 additional indoor courts, total of 6 courts
 - No issues raised by neighbors
- 2024 – SUP renewal application, no expansion of facility footprint proposed, same since 2016



2

Site Activity

1. Indoor Volleyball - Dynasty Volleyball Club

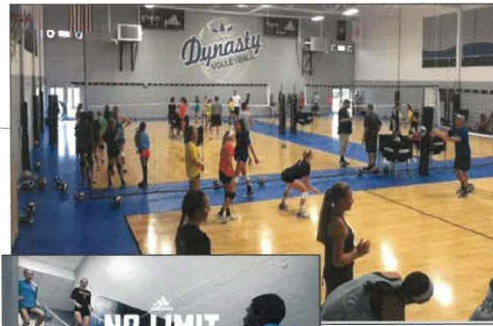
- Team practices indoors
- No indoor volleyball tournaments held
- Events: scrimmage, tryouts, open gyms, camps/clinics
- Spectators limited to occasional parents waiting for player

2. Athlete Training/Recovery - No Limit Fitness

- Couple provides training and recovery services to athletes
- 90% of clients are Dynasty players, mostly on practice night

3. Sand Volleyball – Kingdom Beach

- 2 girls per team except for 12 and under leagues, which have 4 girls per team
- 8 courts since start, no expansion proposed, gravel added for sand trucks, not parking
- Operate in off season of indoor volleyball primarily



3

Request: Special Use Permit Renewal

- ☐ No expansion proposed/limit teams
- ☐ Renewal for 10 years requested
- ☐ October 14th Planning Commission
 - ☐ Neighbor concerns raised at meeting
 - ☐ Requested continuance to evaluate and address concerns
- ☐ Accept staff recommended conditions, with 2 needing further discussion



4

Dynasty Progress

- Neighborhood Communication and Commitments
 - Neighborhood Meeting (August 23, 2024) with follow-up (November 25, 2024)
 - Morris Neighborhood Watch Meeting (February 27, 2025)
 - Personal outreach by walking the neighborhood and visiting with residents nearby
 - Emphasizing direct contact for concerns via e-mail and phone to Bryon Larson
- Outreach to Local Schools
- Communications with UG Staff
 - operational commitments and compliance
- Engaged Professionals for Analysis and Solutions
 - traffic, parking plan
 - exterior lighting
- Implemented Programming Changes and Monitoring
- Planning/Evaluating Future Improvements for Parking/Traffic



5

Community Outreach

- Letter and emails to neighbors to address concerns, restart communications, collaboration, provide Club director phone number and email address
- Door to door to residences on Gibbs Road in October and November to discuss concerns and invite to share thoughts
- Second neighborhood meeting held November 25 (1st on August 23)
- Attended Morris Neighborhood Watch February 27; well –received, including offer for use of Dynasty facility for future meetings
- Partnership with Turner school volleyball coaches, including scholarship of community youth, volunteering and training coaches
- Cultivating regular neighbor communication to encourage sharing concerns directly for prompt resolution
- Seeking ideas for more community engagement and local volunteer opportunities



6

Dynasty Commitments

Parking

- At least 19 new spots to be added
- No parking on grass – signs and barrier to enforce
- Add screening between parking and existing residences
- Staff and coaches designated parking area

Traffic Flow

- Utilize both entrances on Gibbs Road
- Monitor and direct traffic flow in/out of parking lot including right in/out at key times
- Promote/incentivize carpooling



Community Service and Communications

- Partnership with local school districts
- Player and coach service projects
- Dynasty donation of use of facilities
 - Morris Neighborhood Watch
 - School fundraiser
- Neighbor direct connection to Bryon

7

Dynasty Commitments

Overall Facility

- Absolutely no alcohol
- Enhanced communication and responsibility of parents/participants to be neighborly; code of conduct additions to enforce
- Play limited to youth and adult coaches

Ongoing Efforts

- Limit number of teams and stagger practices
- Event sign ups to control traffic
- No events beyond capacity of parking
- Continued exploration of potential Holliday Drive entrance (major engineering and financing challenge)

Condition Modification Proposed

- 10 year SUP term – Holliday Drive entrance realistically requires long term SUP for financing
- Permitted to utilize sand volleyball lights once retrofitted for compliance with UG Code
 - Used only as needed between April 1- October 31
 - On at dusk, off no later than 10:00 p.m.



8

Traffic Mitigation and Analysis



- New programming changes implemented
 - Reduced to 5 teams per practice block on weekday nights, nearly 17% reduction in use
 - Staggered scheduling of practices
 - Gaps increased in schedule to clear parking
 - Modifying days/times of practices
- Traffic engineers conducted traffic analysis with changes implemented
 - Did not identify traffic in excess of available parking
 - Recommended staff and coach parking on east side and encouraging carpooling
 - Confirmed lack of traffic accidents in area
- Utilizing both gates on Gibbs Road and designating in and out gate
- Encouraging right in, right out traffic flow
- Encourage carpooling and for parents and teams to drive like they live in neighborhood
- Signage added and staffing in lot to manage traffic flow, drop off/pick up locations
- Communication to neighbors to provide description of vehicle, driver if witness facility user driving unsafely, littering

9

Parking Management Improvements

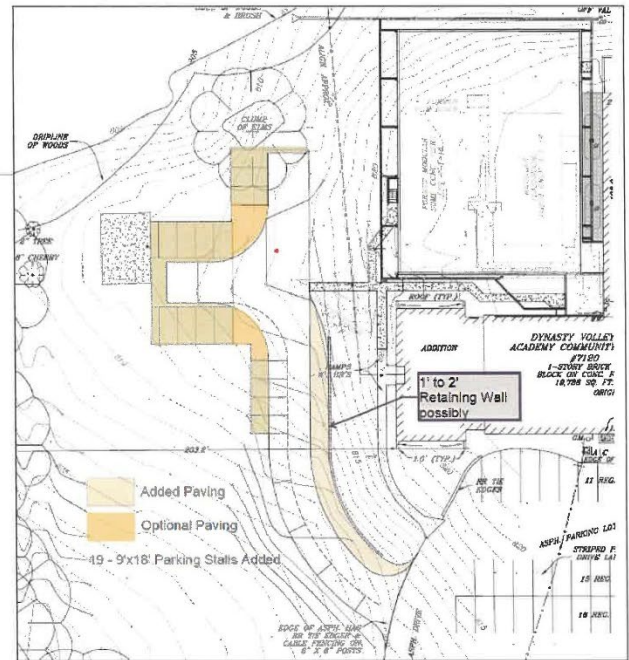
- Programming changes on prior slide
- Installed signage and barrier to prevent parking on grass
- No parking signs added along fire lane
- Formal parking plan created
- Targeted communication to teams and parents
- Engaged engineer for concept plan of additional parking, to be added through Development Review process (at least 19 new stalls)
- Evaluating fencing and landscaping screening based on parking to be added



10

Parking Addition

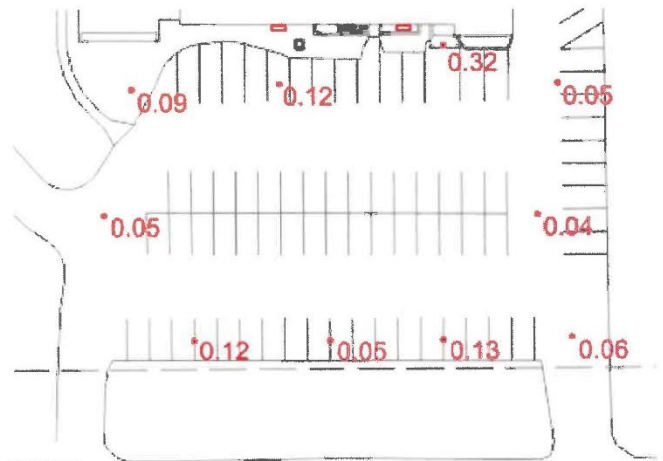
- Plan to add 19 spaces developed by Uhl Engineering
- To be finalized with number of parking spaces needed based on operational changes
 - programming modifications
 - future event pre-registration to capacity
- Development Plan review process next
 - UG approval for additional parking spaces
 - Evaluation of compliance for stormwater management



11

Lighting Evaluation and Mitigation

- Engaged lighting consultant, LightWorks, Inc. to evaluate compliance of lighting
- Confirmed parking lot and building lighting complies with Ordinance
 - August neighbor concern with one light remedied with redirection of light - issue arose when Dynasty removed deceased oak tree
- Determined exterior lighting on sand courts exceeds 1 foot candle limit as measured at residentially zoned property line on east – **lights will not be used until compliance can be demonstrated.**

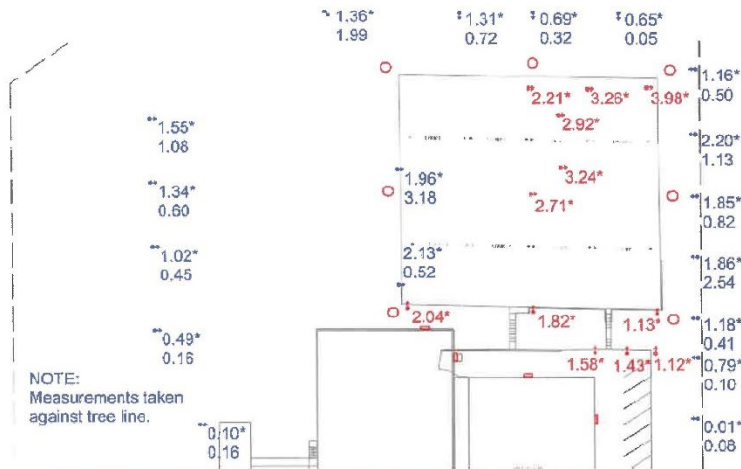


12

Photometric Plan



- The light levels on the east property line adjacent to the sand volleyball courts exceed UG ordinance limit of 1 foot candle.
- Readings taken to west and north as close to property line as permitted due to dense tree/foliage but do not appear to be exceeding limits at property line.



13

Sand Volleyball Lighting – Drone Pictures



14

Dynasty Investment in Community

- Substantial Property Taxpayer – misconception of ownership
 - 2024 property tax bill: ~\$63,000
 - Property taxes paid total nearly \$450,000
 - Property never paid taxes as a school and when empty paid virtually nothing
- Future Morris Neighborhood Watch group meeting space
- Contributions to community
 - \$700,000-plus capital investment in new gym
 - Serve Wyandotte County youth and parents
 - Relationship with Turner School District
 - Scholarships, camps, clinics, open gym
 - Relationship with Piper School District
 - Volleyballers in Progress (VIP) program for beginners (grades 2-4)
 - Skills camps open to all
 - Facility used by law enforcement for active shooter training; Fraternal Order of Police sand volleyball event



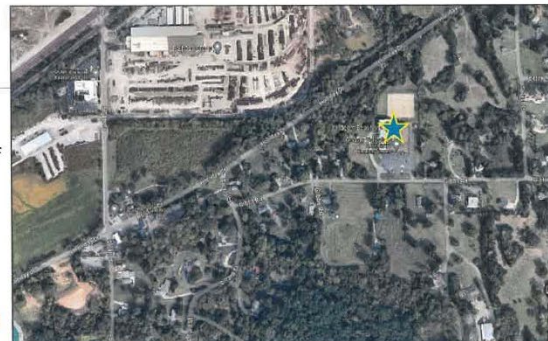
15

Criteria for Approval

Sec. 27-214 F. 5.

1. The character of the neighborhood.

The athletic facility is consistent with the character of the neighborhood which is a transitional area from industrial uses such as the railroad business and WaterOne facility to single family homes mostly on large lots. By training youth, the facility is similar to the previous elementary school use.



2. Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.

The use has existed on the site for 12 years, is not proposed for expansion, and will not increase the current amount of vehicular traffic. The streets in the area are narrow and residential in nature. Traffic generated by the use has been reduced by modifications to programming since October and efforts are ongoing to manage traffic flow.

3. Where applicable, hours of operation.

The use is proposed to continue the approved operational hours from 8 a.m. to 10 p.m.

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Criteria for Approval, Cont.

4. Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.

The use serves an important role as a youth athletic training facility with an age-appropriate practice environment. The use has operated for the past 12 years as proposed, without significant issues raised by neighbors to Dynasty until 2024. It will not substantially or permanently injure adjoining property.



5. Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for nearby property.

Most activities occur indoors which limits impacts. Outdoor volleyball courts are located north of the buildings, closer to Holliday Drive and as far from adjacent residences as possible without removing significant trees. The dense foliage and location of the building in relation to houses also serve to minimize impact of noise and light on neighboring properties. Outdoor lights have been professionally evaluated for compliance with the UDO and modifications will be made to ensure compliance before use.

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Criteria for Approval, Cont.

6. Whether the proposed use would pollute the air, land or water.

The use will not pollute the air, land or water.

7. Compatibility with existing and proposed land uses in the surrounding area.



The use is compatible with existing and proposed surrounding residential and industrial uses and has operated in the area since 2012. The hours of operation are from 8:00 a.m. to 10:00 p.m., consistent with its location in a residential area. The impacts of the use are not dissimilar to what would be anticipated from a school or other public use permitted on this site as it is designated on Plan KCK. Neighbor concerns of traffic stem from the design of Gibbs Road but traffic concentration and flow has been addressed recently through programming and operational changes which will continue to be evaluated and modified.

8. Whether the use would damage or destroy an irreplaceable natural resource.

No natural resource would be damaged or destroyed by the proposed use. Any addition of parking per the results of the traffic analysis will be designed and approved by the UG for compliance with stormwater management.

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Criteria for Approval, Cont.

9. The relative gain to the public health, safety, morals, and welfare as compared to the hardship imposed upon individual landowner or landowners.

The continuation of a youth athletic training facility provides an important service to youth and the community. Continuation of the use on the site with programming changes will not impose a significant hardship on landowners in the vicinity and is similar to most public uses of this facility. The Applicant has made significant changes since October to address traffic concerns and pledges to continue communication with neighbors to promptly identify and respond to future concerns.

10. The applicant's ability to maintain the use in an "as proposed" condition.

No expansion in operation is proposed. The one identified compliance issue of overflow parking on the grass during unexpectedly larger events has been remedied by installation of signage and barriers to parking on the grass and parking lot attendants. Future event attendance will be managed through staggering age groups and requiring pre-registration.



19

Criteria for Approval, Cont.

11. Whether the proposed use would result in overcrowding of land or cause an undue concentration of population.

The use proposed will not overcrowd land or add any density of population. Traffic concerns have been addressed through numerous programming and operational changes since October and additional efforts are underway to establish regular communication with neighbors to encourage collaboration and sharing concerns for prompt resolution and community harmony.

12. In general, commercial and industrial special use permits should not be granted adjacent to residential districts.

The SUP is proposed to continue a youth athletic facility that has operated on the site for the past 12 years, consistent with Plan KCK designation for the property.



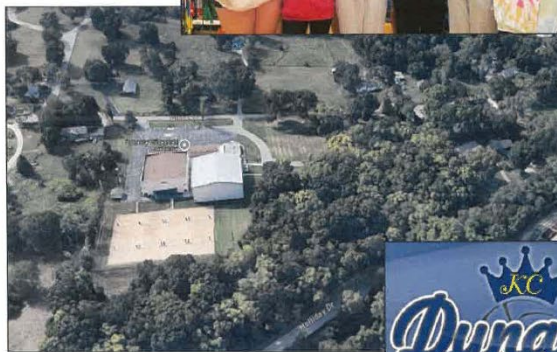
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Summary

- 12-year history of positive youth activities
- 8 years in current footprint after \$700,000 investment
- No expansion proposed
- Prompt response once neighborhood concerns identified and ongoing communication, outreach
- Significant operational changes
 - Reduced number of teams practice times
 - Code of conduct change and emphasis to participants
 - Parking flow and monitoring in place
 - Restrictive signage in place
 - No sand lighting without full code compliance
- Engagement of traffic and lighting consultants
- Continuing and new commitments
- Accept additional conditions
 - No alcohol (already the rule)
 - Add parking (at least 19 stalls)
 - Add buffering screening as appropriate
 - Control registration to eliminate over-capacity large events

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Thank You/Questions?



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SITE VISIT PHOTOS, TAKEN BY STAFF – DATED AUGUST 16, 2024



SITE VISIT PHOTOS, TAKEN BY STAFF – DATED AUGUST 16, 2024



SITE VISIT PHOTOS, TAKEN BY STAFF – DATED AUGUST 16, 2024





Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

701 N 7th Street, Suite 423
Kansas City, Kansas 66101
www.wycokck.org/planning

Phone: (913) 573-5750
Fax: (913) 573-5796
Email: planninginfo@wycokck.org

To: Unified Government Board of Commissioners

From: Planning and Urban Design Staff

Date: May 1, 2025

Re: **Special Use Permit Petition SP2025-003**

GENERAL INFORMATION

Applicant Information:

Henry Calhoun, Jr.
Property Owner
11525 Parkview Avenue
Kansas City, Kansas 66109

Subject Property:

11525 Parkview Avenue
Kansas City, Kansas 66109

Requested Action and Purpose:

Approval of Special Use Permit
(Temporary Use of Land for
Commercial Purposes) to operate a
landscaping business at a single-
family residence.

Commission Districts:

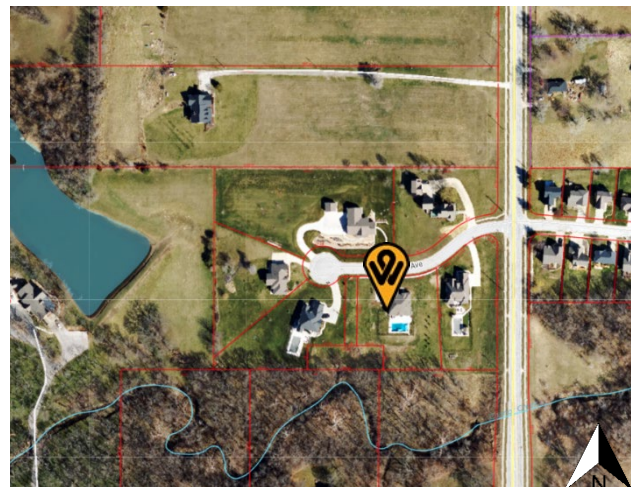
At-Large Commissioner District #1:
Melissa Bynum
District #5 Commissioner:
Michael (Mike) Kane

Existing Zoning District(s):

R-1 (WYCO) Single Family District

Plan Area:

Prairie Delaware Piper Area Plan



	Adjacent Zoning	Adjacent Uses
North	R-1 (WYCO) Large Lot Single Family Residential District	Single-family home
South	R-1 (WYCO) Large Lot Single Family Residential District	Single-family home
East	R-1 (WYCO) Large Lot Single Family Residential District	Single-family home
West	R-1 (WYCO) Large Lot Single Family Residential District	Single-family home

Total Tract Size: 1.00 Acre

Comprehensive Plan Designation: The Prairie Delaware Piper Area Plan designates the subject property as Planned Suburban Residential, which allows for single-family detached homes primarily three (3) to four (4) units per acre.

Major Street Plan: The goDotte County-Wide Mobility Strategy designates North 115th Street as a Major Collector and Parkview Avenue as a Local Street.

Parking Requirement: 1992 Piper Annex Zoning – Article V, Section 5.B.1. Two (2) spaces per dwelling unit, plus two (2) spaces for any accessory house occupation or principal agriculture use. Two (2) off-street parking spaces are required. The Applicant is providing four (4) off-street parking spaces.

Landscaping Requirement: 1992 Piper Annex Zoning – Article V, Section 7.J. All areas not covered by buildings or paved area shall be landscaped and such landscaping shall be maintained continuously. The Applicant has 8 trees in the side yard.

Advertisement: The Wyandotte Echo – February 20, 2025
Letters to Property Owners – February 21, 2025

Public Hearing(s): March 10, 2025, March 27, 2025, and May 1, 2025

Public Support:

There were three (3) people present at the March 10, 2025, City Planning Commission meeting.

Public Opposition:

There were three (3) people present at the March 10, 2025, City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Henry Calhoun, Jr., is requesting a Special Use Permit to operate a landscaping business (Temporary Use of Land for Commercial Purposes) at 11525 Parkview Avenue.

City Ordinance Requirements: 27-592 through 27-606 and 27-214 and all other applicable standards within Chapter 27.

RELATED ENFORCEMENT AND ACTION ITEMS

Noise or Disturbance Complaints:

1. There are no noise or disturbance complaints on the subject property.

Building, Zoning, or Code Enforcement Complaints:

1. 2024 – CMP24-3417 – Compliant for operating a commercial mowing snow removal business from the residence.

Outstanding or Related Permit and Cases:

1. 2024 – RES24-0622 – Residential Permit – 900 square foot detached garage.
2. 2023 – PLM23-0427 – Electrical Permit – Running gas line from meter to pool.
3. 2022 – POOL22-0016 – Pool-Spa Permit – Installing 800 square foot swimming pool.
4. 2016 – 16380-0116 – Electrical Permit – 200-amp service, wiring, devices and fixtures.
5. 2016 – 16385-00590 – Mechanical Permit – A/C and furnace.
6. 2016 – 16390-00545 – Plumbing Permit – Gas.
7. 2016 – 16382-0077 – Driveway Permit – New residential driveway.
8. 2016 – 16300-00395 – Residential Permit – New single-family home.

Previous Planning Actions:

1. 2006 – Preliminary and Final Plat for Honey Creek Estates for 7 lots.

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The subject property is located within the Prairie-Piper Statistical Neighborhood, Census Block Group 0448032. The neighborhood consists of one (1) acre size single-family lots, as the parcel is within Honey Creek Estates. This area of Piper and North 115th Street primarily is comprised of large lot single-family homes. While the subdivision is on Parkview Avenue, a Local Street, the primary thoroughfare is North 115th Street, which is classified as a Major Collector that extends from Parallel Parkway to Polfer Road.

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts.

The zoning and uses are set out above. The subject property is surrounded by R-1 (WYCO) Large Lot Single Family Residential District parcels. The proposed use, which is commercial in nature is not compatible with nearby uses because there are no Special Use Permits, non-Home Occupations operating in the subdivision. Furthermore, Special Use Permits that are not Home Occupations are against the Covenants, Conditions and Restrictions, unless agreed upon by the HOA.

3. The suitability of the property for the uses to which it has been restricted. Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?

The proposed use is not suitable for the subject property because the proposed use is a commercial use operating in residential district. The removal of restrictions will detrimentally affect nearby property, even if only temporarily while this business is operating because the type of commercial business is prohibited in the subdivision and the presence of employees parking their vehicles on the premises is also against the subdivision covenants.

4. The length of time the property has remained vacant as zoned.

The property is not vacant. There is a single-family home that is occupied by the Applicant.

5. The degree of conformance of the proposed use to the Comprehensive Plan.

Special Use Permits are not addressed in the Prairie Delaware Piper Area Plan, which designates this property as Suburban Residential and allows single-family detached dwellings. The proposed use does not conform to the Prairie Delaware Piper Area Plan designation because Suburban Residential anticipates single-

family homes, not commercial activity operating within a single-family home or on the premises.

6. *Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.*

The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Parkview Avenue, a Local Street, to accommodate it if managed properly.

7. *Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property.*

The proposed use is not reasonably necessary for the convenience and welfare of the public because as described in the Honey Creek CCRs, commercial businesses that require a Special Use Permit are required to obtain HOA approval.

The proposed use will affect the use, quality, or marketability of nearby property as uses that are noxious and detract from the neighborhood are not permitted in the neighborhood.

8. *Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property.*

A commercial landscaping and snow removal business is expected to occur in durations or intensities to create issues with nearby properties, specifically noise, vibration and illumination. These are not expected to create problems for nearby property, however, if all materials and equipment are stored within the detached accessory garage, and loading and unloading of materials occur within the enclosed detached garage. Illumination may still be an issue in the early morning or late evening hours with employee vehicles' headlights being on when entering and exiting the property.

9. *Whether the proposed use will pollute the air, land or water.*

The proposed use will not pollute the air, land or water if the chemicals and materials stored in the detached garage, although the Applicant has not provided details if there are indeed chemicals used for the landscaping and/or snow removal business.

Furthermore, there is a drainage easement on the west side of the property for the subdivision and any runoff from the property flows into that easement, which could pollute the land and water.

10. *Whether the use would damage or destroy an irreplaceable natural resource.*

The proposed use could potentially damage or destroy an irreplaceable natural resource, specifically any water that is collected in the drainage easement on the west side of the property for the subdivision.

11. *The relative gain to the public health, safety and welfare as compared to the hardship imposed on the individual landowner or landowners.*

There is no tangible gain to the public health, safety and welfare as the landscape and snow removal business will be a service for those that are contracted to use the business. If denied, the property owner may not use the property for storing landscaping and snow removal materials and equipment, however, they can still operate the business as Home Occupation without the vehicles, equipment and materials stored in the garage. A Home Occupation business license is only for administrative functions of a business within the residence.

12. *The applicant's ability to maintain the use in an "as proposed" condition.*

The applicant will be required to maintain the use according to the submitted plans and descriptions of the proposed use. The applicant will also be required to meet all conditions of approval.

13. *Whether the proposed use would result in overcrowding of land or cause undue concentrations of population.*

The proposed use could potentially result in the overcrowding of land because of an excess of work and employee vehicles parked in the driveway and adjacent right-of-way, managing storage of equipment and materials on the premises, which can become an eyesore and problematic for adjacent property owners. If managed properly, however, equipment and material storage should not be a major concern. Undue concentrations of population are not expected to be a concern because there will not be any additional people living in the residence.

NEIGHBORHOOD MEETING INFORMATION

The applicant held a neighborhood meeting in-person at Hope Chapel (2205 North 102nd Street) on February 22, 2025. Attached is the list of persons who attended the meeting, minutes, affidavit and/or submitted comments to the applicant.

KEY ISSUES

Special Use Permit violates CCRs
Number of Employees
Number of Vehicles

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7 to 1 to recommend **APPROVAL** of Special Use Permit application **SP2025-003**, for two (2) years, subject to:

1. The keeping of equipment, materials, etc. associated with the landscaping and snow removal business is considered a Temporary Use of Land for Commercial Purposes. A Special Use Permit – Temporary Use of Land for Commercial Purposes may only be approved for a maximum of two (2) years and cannot be renewed. After such time, a permanent solution must be found in a C-3 Commercial District or higher for storage of equipment and materials;
2. For two (2) years, the 900 square foot detached garage can store three (3) mowers, snowplow blade, weed eaters and leaf blowers. When this Special Use Permit expires, the equipment shall be relocated to a property where such storage is permitted;
3. No chemicals are permitted to be kept in the garage associated with the landscape and snow removal business;
4. No (future) employees are permitted to park their vehicles on the public right-of-way (Parkview Avenue);
5. If approved, occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
6. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
7. All existing and future driveways must feature curb cuts that are constructed to UG standards;
8. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
9. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges

that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. Temporary Use of Land for Commercial or Industrial Purposes shall not be approved for more than two (2) years, which means this Special Use Permit cannot be renewed for consecutive renewals. A zoning district, C-3/CP-3 Commercial District or higher must be sought elsewhere to store equipment, materials and facilitate parking employee parking;
13. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
14. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

STAFF RECOMMENDATION AND CONDITIONS

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition **SP2025-003** subject to all comments and suggestions outlined in this staff report and the conditions of the City Planning Commission.

ATTACHMENTS

March 10, 2025 City Planning Commission Minutes
Aerial Imagery
Zoning Map
Land Use Map
Honey Creek Estates CCRs
Applicant Response Letter
Neighborhood Meeting Documents
Letter from the Honey Creek Estates HOA Chairperson
Building Elevations
Site Photographs
Protest Petition – March 21, 2025
Letters of Opposition – added March 31, 2025
Letters of Support – added March 31, 2025

PUBLIC HEARING SCHEDULE

Action(s)	City Planning Commission	Unified Government Board of Commissioners
Special Use Permit	March 10, 2025 Approval	March 27, 2025 (Held Over) May 1, 2025

STAFF CONTACT:

Byron Toy, AICP
btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition **SP2025-003** as meeting all the requirements of the city code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. _____;
2. _____; And
3. _____.

OR

I move the Unified Government Board of Commissioners **DENY** Petition **SP2025-003**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

March 10, 2025, City Planning Commission Minutes:

Hearing starts at 3:48:39:

SPECIAL USE PERMIT APPLICATION SP2025-003 – HENRY CALHOUN–

SYNOPSIS: Home Occupation Special Use Permit to operate a landscaping business at 11525 Parkview Avenue. *Detailed Outline of Requested Action:* The applicant, Henry Calhoun, Jr., is requesting a Special Use Permit to operate a landscaping business (Temporary Use of Land for Commercial Purposes) at 11525 Parkview Avenue.

The following items were included as part of the record for this case:

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated March 10, 2025;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo; and,
7. The Notices to property owners.

Director Hand asked if the Commission had any contact to disclose on this application. No one responded in the affirmative.

Present in Support:

- Henry Calhoun Jr, applicant, 11525 Parkview Avenue, Kansas City, Kansas 66109
- Chuck Colbert, 11530 Parkview Avenue, Kansas City, Kansas 66109
- Eileen Colbert, 11530 Parkview Avenue, Kansas City, Kansas 66109
- Jamar Calhoun, 12722 Sloan Avenue, Kansas City, Kansas 66109

The Planning Commission directed questions to the applicant.

Present in Opposition:

- Colleen Revell, 2918 North 114th Terrace, Kansas City, Kansas 66109
- Matt Revell, 11511 Parkview Avenue, Kansas City, Kansas 66109
- Scottie Kleypas, 3200 North 115th Street, Kansas City, Kansas 66109

Staff Recommendation starts at 4:21:17: Planning Director Hand stated that this request is for a temporary use of land for commercial purposes on a residential property. The property is located in the Prairie Delaware Piper Area Plan. Before this meeting, staff had not received any letters in support, but has received letters in opposition. There is a Notice of Violation for business operating on a residential property which prompted this Special Use Permit.

The Planning Commission directed questions to Director Hand.

Motion/Vote starts at 4:32:13:

On motion by Mr. Ernst, seconded by Ms. Armstrong, the Planning Commission voted as follows to **recommend APPROVAL SP2025-003 for two (2) years:**

Carson	Chairman
Straws	Aye
Ward	Aye
Armstrong	Aye
Beth	No
Easterwood	Aye
Ernst	Aye
Jones	Aye
Miller	Not Present
Mohler	Aye
Schwartz	Not Present

Motion to recommend APPROVAL Passed: 7 to 1

Subject to:

1. **The keeping of equipment, materials, etc. associated with the landscaping and snow removal business is considered a Temporary Use of Land for Commercial Purposes. A Special Use Permit – Temporary Use of Land for Commercial Purposes may only be approved for a maximum of two (2) years and cannot be renewed. After such time, a permanent solution must be found in a C-3 Commercial District or higher for storage of equipment**

- and materials;
2. For two (2) years, the 900 square foot detached garage can store three (3) mowers, snowplow blade, weed eaters and leaf blowers. When this Special Use Permit expires, the equipment shall be relocated to a property where such storage is permitted;
 3. No chemicals are permitted to be kept in the garage associated with the landscape and snow removal business;
 4. No (future) employees are permitted to park their vehicles on the public right-of-way (Parkview Avenue);
 5. If approved, occupying business must file and maintain a current business occupation tax application with the Business Licensing Division. Their office is located at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
 6. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspection Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
 7. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 8. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
 9. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
 10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
 11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any

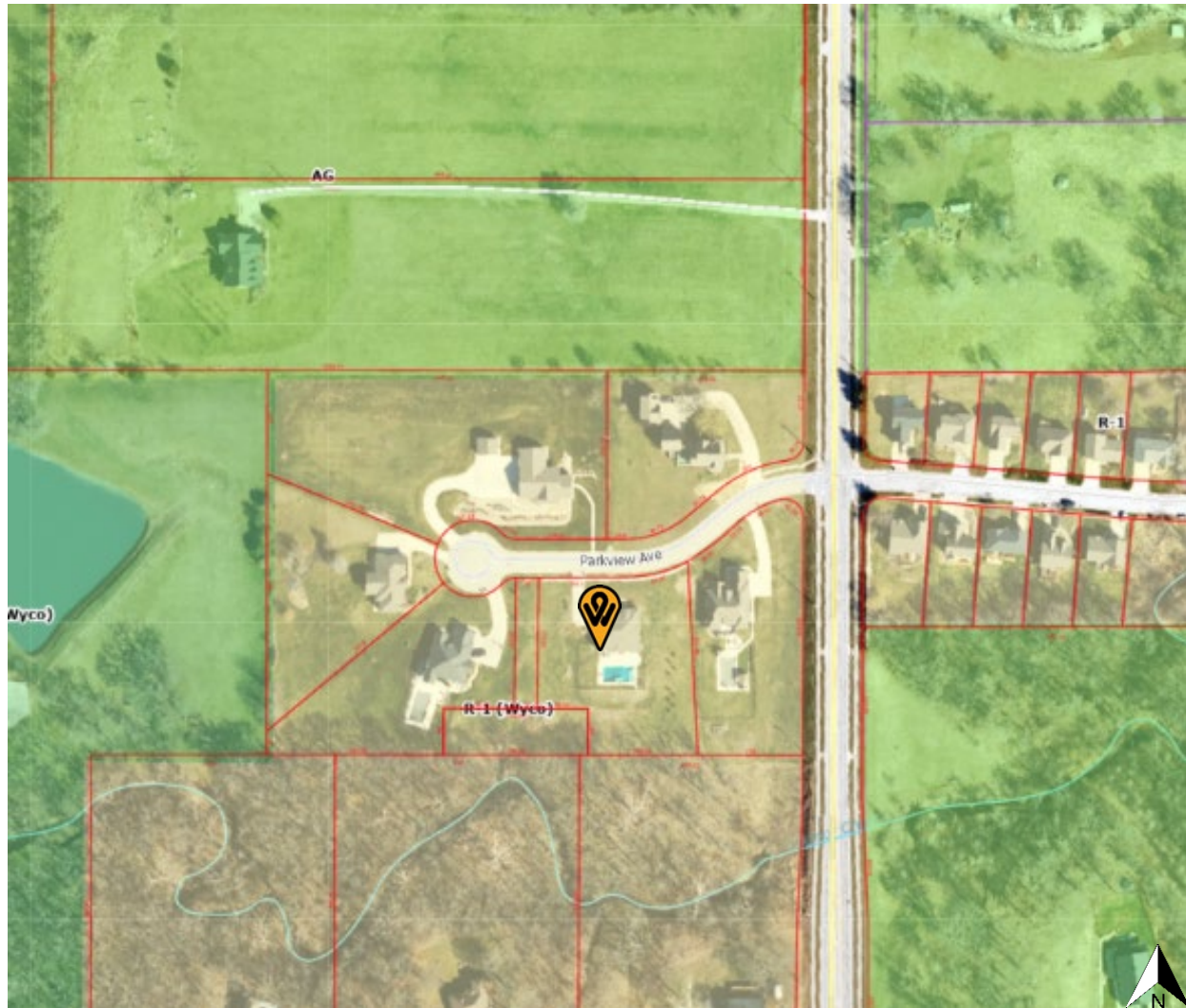
- business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. Temporary Use of Land for Commercial or Industrial Purposes shall not be approved for more than two (2) years, which means this Special Use Permit cannot be renewed for consecutive renewals. A zoning district, C-3/CP-3 Commercial District or higher must be sought elsewhere to store equipment, materials and facilitate parking employee parking;
 13. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
 14. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

ATTACHMENTS

AERIAL IMAGERY



ZONING MAP



LAND USE MAP



WYANDOTTE COUNTY DOCUMENT NUMBER 2007R-14161 PAGE 2

DECLARATION OF RESTRICTIONS OF HONEY CREEK ESTATES

THIS DECLARATION, made on this 25 day of August, 2006 by Brenda R. Willis,

(hereinafter referred to as "Owner").

ARTICLE I STATEMENT OF INTENT

Owner owns the real estate commonly known as Honey Creek Estates in Wyandotte County, Kansas, as more specifically identified on Exhibit "A" attached to this Declaration. Owner desires to provide for the preservation of values in the development of said property for residential purposes and for the maintenance of facilities, and therefore, desires to subject to the real estate to covenants, restrictions, easements, charges and liens hereinafter set forth which are for the benefit of said property. In connection with the maintenance of certain portions of said real estate, it is the intent and desire of Owner to incorporate the Honey Creek Estates Homes Association as a not-for-profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges.

THEREFORE, Owner hereby declares that the subject real estate be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens herinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit to each owner thereof.

ARTICLE II DEFINITIONS

For the purposes of these Restrictions, the following words shall be defined as follows:

- A. "Association" shall mean and refer to the Honey Creek Estates Homes Association Inc., a Kansas not-for-profit corporation.
- B. "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as Honey Creek Estates which Owner may in its discretion include.
- C. "Common Properties" shall mean and refer to all open spaces, and frontage on certain lots of Honey Creek Estates to be held in the name of Owner or its successor, the Association, and dedicated to the

common use and enjoyment of all the lot owners and residents of the properties.

- D. "Lot" shall mean and refer to any separately owned parcel as may be shown by and recorded subdivision plat of the properties, with the exception of Common Properties as heretofore defined.
- E. "Dwelling" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- F. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the properties. The foregoing does include persons or entities who hold interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure.
- G. "Owner" shall mean and refer to BRENDA R. WILLIS and it successors and assigns.
- H. "Authorized Person" shall mean Owner may, at its option, delegate all or any part of the function of architectural control to a person authorized to act on behalf of Owner. If such delegation is made, architectural control shall be the function and obligation of the Authorized Person. Any such delegation by Owner all or part of its architectural control function shall not be effective unless done in writing and signed by the Owner.
- I. "Front Property Line" shall mean the property line of any Lot abutting the right-of-way of any street.
- J. "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

ARTICLE III
USE OF LOTS

Section 1

Only one single-family dwelling may be constructed upon any Lot conveyed for residential purposes.

No boats, trucks, trailers, buses, campers, or recreational vehicles, tractors or mowers shall be parked on the driveway, front, side or back yards, for a period of more than two (2) weeks at a time; or if the same becomes an annoyance or nuisance to the neighborhood. No radio, television, or any other type of transmitting or receiving antennae may be erected or maintained outside of or on top of any residence on any of

the Lots without the prior written consent of Owner. No windmills or wind driven electrical generating systems of any type may be erected or maintained outside of or on solar or sun energy systems of any type may be erected or maintained outside of or on top of any residence on any of the Lots without prior written consent of Owner. Small satellite dishes may be approved by Owner, Authorized Person or the Association if such authority has been delegated.

Section 2

Setback Lines

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street or the side street than is the front building line or the side building line shown on the final plat of Honey Creek Estates in which such residence is located, as such final plat is recorded in the office of the Register of Deeds of Wyandotte County, Kansas. The final plat is recorded in said office at Book ____ of Plats, at Page _____. Provided, however, that Owner shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line that is shown on said plat on any such Lot or Lots, so long as the change conforms to such front, rear and side setback lines as are contained in the Municipal Building Code for the Unified Government of Wyandotte County, Kansas, as the same is now enforced or may hereafter be amended.

Section 3

Dwelling Site

Any residence one story in height erected on any of said Lots shall contain a minimum of 1,800 square feet of enclosed floor area; any split level residence shall contain a minimum of 2,000 square feet of enclosed floor area; any one and one-half (1 ½) story or two story residence shall contain a minimum of 2,200 square feet of enclosed floor area which at least 1,300 square feet shall be on the first floor. The words "enclosed floor area" as used herein shall mean and include in all cases area on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence, and shall not mean or include any area in basement, garage, porch or attic finished or unfinished. No residence erected on any of said Lots shall be more than two stories in height, unless consented to in writing by Owner. Owner shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction of any one residence may not exceed twenty percent (20%) of such minimum floor area requirement for such residence.

No basement garages shall be constructed in the front of the residences. No carports shall be allowed.

Section 4

Approval of Plans

No residence or outbuilding may be erected on the above-described property unless and until the plans, elevations, locations and grade thereof have been submitted to

(1) advertising board on each Lot or tract as sold and conveyed, which advertising board shall not be more than (7) square feet in size and may be used for the sale exclusive purpose of advertising for sale or lease the Lot or tract upon which is erected.

Section 12

Trash and Nuisances

No trash, garbage, ashes, junk, junk cars or other refuse or debris shall be thrown, dumped, or placed on any Lot, on the streets, or the Common Properties, or be permitted to accumulate or remain on any Lot. Weeds, grass and vegetation shall be kept seasonably mowed and dead or unsightly growth removed. Any lot owner who does not comply with these provisions shall, after notice from Owner or the Association, be subject to special assessment for the cost of lot maintenance which assessment shall be a lien upon the lot as provided in the Article VI of this Declaration.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including mechanical work on automotive or other equipment of any kind. It is understood that Owner shall retain the right to keep and maintain such materials and equipment it deems to be reasonably necessary to further development of this property owned by Owner.

Section 13

Miscellaneous Provisions

- a. Garage Doors: All doors on garages located on the Lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicle.
- b. Exterior clotheslines and poles: No exterior clothesline or poles may be erected or maintained on any of the Lots hereby restricted.
- c. Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and /or decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty (60) day period beginning November 15 of each calendar year.
- d. Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the Lots hereby restricted without the prior consent in writing of Owner or the Board of Directors of the Association, in the event that Owner has delegated such authority to the Board of Directors. No more than Two (2) garage, porch or basement sales per year shall be allowed.
- e. Dogs Running at Large: Dogs shall be confined. No dogs shall be allowed to run at large on the Property hereby restricted.
- f. Exterior Basketball Goals: No exterior basketball goals shall be erected on any of the Lots hereby restricted, without prior consent in writing by Owner or the Association,

in the event that Owner has delegated such authority to the Association. No portable basketball goals shall be permitted.

g. Swimming Pools: No above ground swimming pools may be constructed. All in-ground swimming pool plans must be submitted and approved by Owner, Authorized Person and or the Association, in the event that Owner has delegated such authority to the Association.

h. Greenhouses: No greenhouses may be constructed or maintained on any of the Lots hereby restricted.

i. Air Conditioners: No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of the residence

j. Light: No bright light (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of the Owner or the Association, in the event that Owner has delegated such authority to the Association.

Section 14:

Utilities

All utilities from Owner's source into building sites shall be underground. Owner reserves the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements therefore over and upon any part of said land described herein.

Section 15

Home Occupations

No business or occupation shall be conducted upon or managed from any dwelling in the Properties, except as allowed by ordinances of the City of Kansas City, Kansas, as home occupations. Any business or occupation for which a special use permit is required, or which is otherwise not allowed as a home occupation by ordinances of the City of Kansas City, Kansas shall not be conducted or managed from any dwelling in the Properties without the prior written consent of Owner.

Section 16

Landscape Easement

All portions of the Properties reserved, set aside or granted as a landscape easement or license, as indicated by mark, symbols or legend on any plat of land contained with in the Properties and filed with the office of the Register of Deeds of Wyandotte County, Kansas, shall be interpreted as the grant by Owner of an easement or license on, over and across any land so indicated to the Honey Creek Estates Homeowners Association. Said easement or license shall give the Association the right to enter upon, over and across any land on which such an easement or license is granted,

02/23/2025

SP2025-003 Special Use Permit Additional Information requested:

FACTORS TO BE CONSIDERED

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts. The zoning and uses are set out above. The subject property is surrounded by R-1 (WYCO) Large Lot Single Family Residential District parcels. The proposed use, which is commercial in nature is not compatible with nearby uses because there are no Special Use Permits, non-Home Occupations operating in the subdivision. Furthermore, Special Use Permits that are not Home Occupations are against the Covenants, Conditions and Restrictions, which is denoted in the Attachments.

On November 17, 2024, the Honey Creek Homeowners Association (HOA) met and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2. The Honey Creek Homeowners Association states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

3. The suitability of the property for the uses to which it has been restricted.

Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?

The proposed use is not suitable for the subject property because the proposed use is a commercial use operating in residential district. The removal of restrictions will detrimentally affect nearby property, even if only temporarily while this business is operating because the type of commercial business is prohibited in the subdivision, and the presence of employees parking their vehicles on the premises is also against the subdivision covenants.

There are NO employees, therefore there will not be any additional traffic.

5. The degree of conformance of the proposed use to the Comprehensive Plan. Special Use Permits are not addressed in the Prairie Delaware Piper Area Plan, which designates this property as Suburban Residential and allows single-family detached dwellings. The proposed use does not conform to the Prairie Delaware Piper Area Plan designation because Suburban Residential anticipates single-family homes, not commercial activity operating within a single-family home or on the premises.

There will NOT be any commercial activity occurring on the premises except clerical/secretary duties by Henry Calhoun, Jr and his wife, Debbra Calhoun. Requesting to store equipment in garage.

6. Whether the proposed use will result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it. SP2025-003 March 10, 2025. The proposed use has the potential to increase vehicular traffic, but should not exceed the capacity of Parkview Avenue, a Local Street, to accommodate it if managed properly.

There will not be any increasing vehicular traffic. There are no employees, and no customers will be on the premises. The business activity is conducted off-site, and this is a one-man business with a few contracts to keep him physically active during retirement.

7. Whether the proposed use is reasonably necessary for the convenience and welfare of the public and will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjoining property. The proposed use is not reasonably necessary for the convenience and welfare of the public because as described in the Honey Creek CCRs, commercial businesses that require a Special Use Permit are not permitted to operate in the subdivision. The proposed use will affect the use, quality, or marketability of nearby property as uses that are noxious and detract from the neighborhood are not permitted in the neighborhood.

All equipment will be housed in the garage, nothing outside of the garage.

8. Whether the noise, vibration, dust, or illumination that would normally be associated with such use is of such duration and intensity as to create problems for near-by property. A

commercial landscaping and snow removal business is expected to occur in durations or intensities to create issues with nearby properties, specifically noise, vibration and illumination. These are not expected to create problems for nearby property, however, if all materials and equipment are stored within the detached accessory garage and loading and unloading of materials occur within the enclosed detached garage. Illumination may still be an issue in the early morning or late evening hours with employee vehicles' headlights being on when entering and exiting the property.

Henry will proceed in the manner he has done for 20 years at his previous address with NO noise complaints. The trailer will be already loaded with the equipment before being parked the day prior in the garage. The trailer will be ready in the morning; he will just pull out of the garage and leave the premises. There will not be any equipment starting in the morning.

9. Whether the proposed use will pollute the air, land or water. The proposed use will not pollute the air, land or water if the chemicals and materials stored in the detached garage, although the Applicant has not provided details if there are indeed chemicals used for the landscaping and/or snow removal business. Furthermore, there is a drainage easement on the west side of the property for the subdivision and any runoff from the property flows into that easement, which could pollute the land and water.

There will not be any chemicals stored in the garage. Henry provides grass-cutting/maintenance only. No landscaping materials or weed-killer chemicals are stored.

10. Whether the use would damage or destroy an irreplaceable natural resource.

The proposed use could potentially damage or destroy an irreplaceable natural resource, specifically any water that is collected in the drainage easement on the west side of the property for the subdivision.

There will not be any chemicals stored in the garage. Henry provides grass-cutting/maintenance only. No landscaping materials or weed-killer chemicals are stored. All equipment/machinery will be stored in the garage. Trees will be planted after garage is built.

13. Whether the proposed use would result in overcrowding of land or cause undue concentrations of population. The proposed use could potentially result in the overcrowding of land because of an excess of work and employee vehicles parked in the driveway and adjacent right-of-way, managing storage of equipment and materials on the premises, which can become an eyesore and problematic for adjacent property owners. If managed properly, however, equipment and material storage should not be a major concern. Undue concentrations of population are not expected to be a concern because there will not be any additional people living in the residence.

There are no employees. Therefore, there will not be any additional vehicles parked on the premises. All equipment will be stored in the garage, therefore not an eyesore for adjacent property owners.

STAFF COMMENTS AND SUGGESTIONS

Planning and Urban Design Comments:

1. In reviewing the Honey Creek Estates Covenants, Conditions and Restrictions, the proposed Special Use Permit violates the subdivision's CCRs. Staff cannot proceed with this application knowing that the use violates the subdivision's restrictions.

On November 17, 2024, the Honey Creek Homeowners Association (HOA) met and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2. The Honey Creek Homeowners Association states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

2. In order to proceed with the application, new (amended) CCRs for the subdivision must be recorded with the Register of Deeds, which allows a commercial business to operate on a designated lot within the subdivision.

On November 17, 2024, the Honey Creek Homeowners Association (HOA) met and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2. The Honey Creek Homeowners Association states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

HOA has been notified of this and will address this concern.

3. The keeping of equipment, materials, etc. associated with the landscaping and snow removal business is considered a Temporary Use of Land for Commercial Purposes. A Special Use Permit – Temporary Use of Land for Commercial/Industrial Purposes may only be approved for a maximum of two (2) years and cannot be renewed. After such time, a permanent solution must be found in a C-3 Commercial District or higher for storage of equipment and materials.

Ok, this will be properly followed.

4. A business license for office use of a business is allowed, but no storage of

equipment or materials would be allowed.

This special use permit requests to store mowers and snowplows in the garage, which HOA has voted and approved.

5. What equipment and materials will be stored within the 900 square foot garage?

Requesting to store inside of the garage: 3 mowers, 1 snowplow (attaches to Ford F150), weed eaters and leave blowers. Nothing will be outside of the garage.

6. Are there any chemicals stored on the premises? If so, what are they?

NONE

7. How many employees do you have for the mowing and/or snow removal business? **NONE**

Mr. Calhoun's son will occasionally assist when needed.

SP2025-003 Special Use Permit Additional Information requested:

FACTORS TO BE CONSIDERED

2. The zoning and uses of properties nearby and the proposed use's expected compatibility with them. In general, commercial and industrial Special Use Permits should not be granted adjacent to residential districts. The zoning and uses are set out above. The subject property is surrounded by R-1 (WYCO) Large Lot Single Family Residential District parcels. The proposed use, which is commercial in nature is not compatible with nearby uses because there are no Special Use Permits, non-Home Occupations operating in the subdivision. Furthermore, Special Use Permits that are not Home Occupations are against the Covenants, Conditions and Restrictions, which is denoted in the Attachments.

On November 17, 2024, the Honey Creek Homeowners Association (HOA) met and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2. The Honey Creek Homeowners Association states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

3. The suitability of the property for the uses to which it has been restricted.

Will the removal of restrictions, including those for hours of operation (where applicable), detrimentally affect nearby property?

The proposed use is not suitable for the subject property because the proposed use is a commercial use operating in residential district. The removal of restrictions will detrimentally affect nearby property, even if only temporarily while this business is operating because the type of commercial business is prohibited in the subdivision, and the presence of employees parking their vehicles on the premises is also against the subdivision covenants.

There are NO employees, therefore there will not be any additional traffic.

[illegible]

Meeting Minutes

Application Number: Special Use Permit Petition SP2025-003

Date: Saturday, February 22, 2025, at 3 pm

Location: Hope Chapel 2205 N. 102d Street, Kansas City, Kansas 66109

Meeting called to order at: 3:00 pm by Henry Calhoun, Jr

Names of people in attendance: Henry & Debbra Calhoun, Jarmar & Erica Calhoun, Charles (Chuck) & Aileen Colbert, Matt & Abby Raveill, Scottie Kleypas.

The meeting began with Henry Calhoun stating that he had been licensed by UGWCO to conduct his lawn care and snow removal business from his former R1 residence at 6401 Freeman Ave., Kansas City, KS 66102, for almost 20 years without a single complaint to his knowledge.

Henry stated that he and his wife moved to 11525 Parkview Ave., Kansas City, KS 66109, to be closer to their children in the Piper area, with the expectation that he would be able to continue his lawn care and snow removal business from the new location. Prior to purchasing the house at 11525 Parkview Ave., Henry was told verbally and in writing that there was no HOA for this new residence. Once Henry determined there was an HOA, Henry made every attempt to comply with the HOA Declaration and Bylaws, as well as with UGWYCO requirements. Henry further stated that his business was a one-man business with no employees although his son, Jarmar Calhoun, would occasionally help him if his workload became too much.

Mr. Calhoun next asked questions or comments from the attendees, beginning with the Raveill's.

1. **Was Mr. Calhoun's son, Jarmar Calhoun, a part of his business?** Mr. Calhoun reiterated that his son was not a part of his business. His son has his own licensed lawn care and snow removal business, and his son's equipment is stored elsewhere and would not be stored at 11525 Parkview Ave. He again stated that, on occasion, his son might help him out if his workload became too much.
2. **What equipment would be stored in the new garage/building at 11525 Parkview Ave. once it was built, and if the Special Use Permit was approved?** Mr. Calhoun stated the following equipment would be stored at the residence: one John Deere riding mower, two John Deere stand-behind mowers, one snow blade for his pick-up truck, both of his pick-up trucks, and various pieces of hand-held lawn care equipment such as edgers and leaf blowers. At some point in the discussion, Mr. Calhoun stated he would not be starting machines at the residence in the early morning prior to departing for the day's work. No mulch or chemicals will be stored on the premises. He also stated that only routine maintenance on the equipment would be performed off site. Repairs and routine maintenance to equipment and mowers are done by the supplier by warranty or mechanic in Tonganoxie, Kansas.

3. **How close to the Raveill's property line would the new building and driveway be located?** Mr. Calhoun stated that he had already received the approved building permit for the new garage. It included guttering/drainage to the south of the garage and not towards the Raveill's property. The building itself, as well as the driveway apron immediately in front of the building, will be 25' from the Raveill's west property line, and the east edge of the driveway itself will be 40 feet from their west property line. The physical plans were reviewed by the Raveill's at the meeting.
4. **What type of exterior lighting would the garage have?** Mr. Calhoun stated there would only be exterior lighting on the north and west sides of the garage and that the motion sensor lighting would be angled downward, not outward.
5. **What type of landscaping would be placed on the east side of the garage?** Mr. Calhoun said there would be landscaping and that he would work with the Raveill's to obtain the best possible result for both the Raveill's and the Calhoun's. Chuck Colbert stated that, in his opinion, the Green Giant Arborvitae was one of the fastest-growing shrubs/trees that would provide the type of landscaping desired in order to provide the greatest degree of privacy to both parties.

Mr. Calhoun next asked if anyone else had any questions, and Scottie Kleypas said she did. (NOTE: Most of Scottie Kleypas' comments were complaints that had absolutely nothing to do with the Special Use Permit Petition. Only comments pertinent to the Special Use Permit Petition are included below).

1. Mrs. Kleypas stated that the headlights from any vehicles leaving the garage would shine directly into her windows. Chuck Colbert stated that the Calhoun's current driveway is directly across from his bedroom/study, which he usually occupies from 6am onward, and that none of the Calhoun vehicles headlights, including the two trucks/snowplow, caused any problem during hours of darkness. Abbey Raveill noted that the Colbert house sits well above the street level and that was why there was no problem. (NOTE: What Mrs. Raveill did not note is that the Kleypas' first floor level is at least as high above street level as the Colbert's first floor level.)
2. Mrs. Kleypas noted that Mr. Calhoun's two trucks made too much noise. This was echoed by the Raveill's, who noted that the truck(s) woke up their inside dogs. Mr. Calhoun's son stated neither of the trucks had a diesel engine, which would definitely be noisier. Chuck Colbert said that during the period since the Calhoun's moved into 11525 Parkview Ave, he and his wife had had ample opportunity to view and listen to the two trucks and business equipment on a daily basis (since they are both retired and usually home all day and awake from 5 am to 10 pm daily). He said the vehicles and equipment made no unusually loud or obnoxious noise whatsoever.
3. Mrs. Kleypas said that she was against this petition and that she would fight it to the end no matter what anyone says or does.
4. Mrs. Kleypas was asked on a couple of occasions if she had any questions or if he could clarify any concerns, she stated no.

Mr. Calhoun next asked if anyone else had any questions or comments. Chuck Colbert said that it should be noted that the Honey Creek Home Owners Association (HOA) met on Nov 17, 2024, and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2. The Honey Creek Home Owners Association states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

Meeting adjourned at: 4:07 PM by Henry Calhoun, Jr

Minutes taken by: Erica Calhoun

02/06/2025 at 806pm

Theresa Cummings with Colbert Family Living Trust, 11530 Leavenworth Rd., Kansas City, Kansas (913) 486-3014, called to clarify the special use permit's purpose.

Henry informed her that it is requesting to store mowing equipment and a detachable snowplow in the garage for business.

Theresa Cummings stated she approves and has no concerns.

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF Kansas)
COUNTY OF Wyandotte) SS:

Comes now Henry Calhoun Jr., of lawful age, sound mind and upon his/her oath states as follows:

1. That I am the petitioner for Petition # SP2025-003.
2. That I conducted a neighborhood meeting on Feb 27, 2025.
3. The notice to nearby property owners was sent on Feb 3, 2025.
4. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Planning + Urban Design Department.

Further affiant saith not.

Henry Calhoun Jr.
Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 24 day of Feb, 2025.

My commission expires 8/31 of 8/31, 2028.

LAURYN BARON
Notary Public-State of Kansas
My Appt. Expires 8/31/28

[Signature]
Notary Public

LETTER FROM THE HONEY CREEK ESTATES HOA CHAIRPERSON

February 24, 2025

To Whom It May Concern:

Reference Special Permit Petition SP025-003, a Home Occupation Special Use Permit to operate a lawn maintenance and snow removal business from 11525 Parkview Avenue.

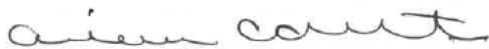
The Honey Creek Estates Home Owners Association Declaration of Restrictions (Attachment 1) clearly lays out the process by which a Special Use Permit for a business or occupation in the Properties may be obtained. The Declaration states the following:

Article III, Section 15. Home Occupations of the Declaration of Restrictions of Honey Creek Estates states: "No business or occupation shall be conducted upon or managed from any dwelling in the Properties, except as allowed by ordinances of the City of Kansas City, Kansas, as home occupations. Any business or occupation for which a special use permit is required, or which is otherwise not allowed as a home occupation by ordinances of the City of Kansas City, Kansas shall not be conducted or managed from any dwelling in the Properties **without the prior written consent of the owner.**" (emphasis added).

The Honey Creek Home Owners Association (HOA) met on Nov 17, 2024 and approved (subject to UGWYCO approval) the Special Use Permit Petition with a majority vote of 4-2 (Attachment 2). The Honey Creek Home Owners Association Declaration states "Each act or decision done or made by a majority of the Members present at a meeting at which a quorum is present shall be regarded as the act of the Association."

It should also be noted that in 2020, a Special Use Permit was approved by UGWYCO for the Dumovich Family (who were then members of the HOA) to operate a business from 11552 Parkview Ave., KCK.

Respectfully,



Aileen Colbert

Chairperson, Honey Creek Home Owners Association

HONEY CREEK ESTATES HOMEOWNERS' ASSOCIATION, INCORPORATED
Meeting Minutes, November 17, 2024

1. The Honey Creek Estates HOA special meeting was held at 1 pm at the Calhoun residence, 11525 Parkview Ave, Kansas City, KS 66109. The meeting was called to discuss and vote on three issues.
 - a. The proposed outbuilding plan submitted by the Calhoun's.
 - b. A Unified Government Special Use Permit for the Calhoun's lawn care business.
 - c. Change the HOA annual meeting to warmer months which allows the meeting to be held outdoors.
2. The following persons were present in person or by proxy:
 - a. Mark Kleypas, Lot 1
 - b. Aileen/Chuck Colbert, Lot 2/3
 - c. Erica Monaco (by proxy to Chuck Colbert), Lot 4
 - d. Sara Blair, Lot 5
 - e. Henry/Debbra Calhoun, Lot 6
 - f. Matt/Abby Raveill, Lot 7
3. Chuck Colbert began the meeting. He asked if anyone wished to put their name forward to fill the vacant position of Chairperson of the HOA.
 - a. Mark Kleypas stated, if the members voted to dissolve the HOA, he would be willing to serve as the Chairperson to oversee the dissolution. This necessitated an unplanned vote whether or not to dissolve the HOA. Those voting in favor of dissolving the HOA were Kleypas, Raveill, and Monaco. Those opposed to dissolving the HOA were Blair, Calhoun and Colbert. With no majority vote, the HOA remains in effect.
 - b. Aileen Colbert was the only other person to put a name forward to serve as Chairperson. She was unanimously elected.
4. Aileen took the floor, introduced herself, and set guidelines to govern the conduct of the meeting.
 - a. Announce an issue for discussion.
 - b. Call each household by name and allow them to comment on the issue. No one would be allowed to interrupt while a household member was speaking.
 - c. At the conclusion of all discussion, vote on the issue.
 - d. Aileen stated that a summary of each household's comments and the subsequent vote would be in the minutes. The minutes will be emailed to each household member for review. After all reviews have been completed, the chairperson will make any required changes, sign, and email the final minutes to each household member. Aileen reminded everyone that an HOA approval of any issue does not constitute Unified Government approval.

Additionally, a homeowner is still required to obtain all necessary approvals, permits and licenses.

5. **ISSUE #1:** Discuss and vote on the proposed outbuilding plan submitted by the Calhoun's. Approval is also required by the Unified Government. Aileen then called on each household for comment.
 - a. Calhoun Household. Henry Calhoun stated they were told in writing by both the Pruitt's (previous owners) and the title company prior to purchasing the home there was no HOA. After they verified that there was an HOA, they were trying to adhere to the HOA as they understood it by placing the building to the rear line of the house. He stated that the Common Areas and underground utilities precluded siting the building elsewhere on the property. At their previous address they always tried to be good neighbors and had never had a single complaint about the lawn care business nor did he anticipate any issues here. He is merely trying to provide for his family just as he had been licensed to do by KCK/UGWYCO for the past almost 20 years.
 - b. Raveill Household. Both Matt and Abby Raveill commented about different aspects of the proposal:
 - 1) Per their discussion with UGWYCO officials, a Special Use Permit is required to operate the lawn care business from their residence. Aileen asked this aspect be deferred until Issue #2.
 - 2) The proposed second driveway from his proposed out building to Parkview Ave exceeded UGWYCO allowances.
 - 3) The building plans did not adequately address site elevations and drainage away from the Raveill property/swimming pool. Their estimates showed if drainage was not addressed properly, their swimming pool could fill with rain water in as little as 56 minutes. NOTE: At this time, Matt Raveill and Henry Calhoun went to the adjacent room and looked at a blowup of the proposed building plan away from the other meeting members. Per Mr. Raveill, he told Mr. Calhoun the plans lacked a grading plan and the site plan showed the old larger 4 car garage. Mr. Calhoun stated that the plans were not the plans submitted to the UG for permit review. Mr. Raveill requested to see the current plans submitted for review and was told it would be too difficult for Mr. Calhoun to provide even PDFs of the submitted plans.
 - 4) Growth of the lawn care business would adversely affect the culture of the neighborhood. This includes, but is not limited to, parking, traffic, and personnel who do not live here disturbing the reasonable expectation to privacy at the time they bought their home.
 - 5) Exterior building materials and lighting were also mentioned. Mr. Calhoun replied that the outbuilding materials, including roofing, would mirror the home.
 - 6) Mrs. Raveill asked about if changes needed to be made to the current plan since the UG had already commented on the driveway limitations. Would the new plan need to be reviewed again by the HOA? The group

agreed if significant changes were made, another HOA vote would be needed.

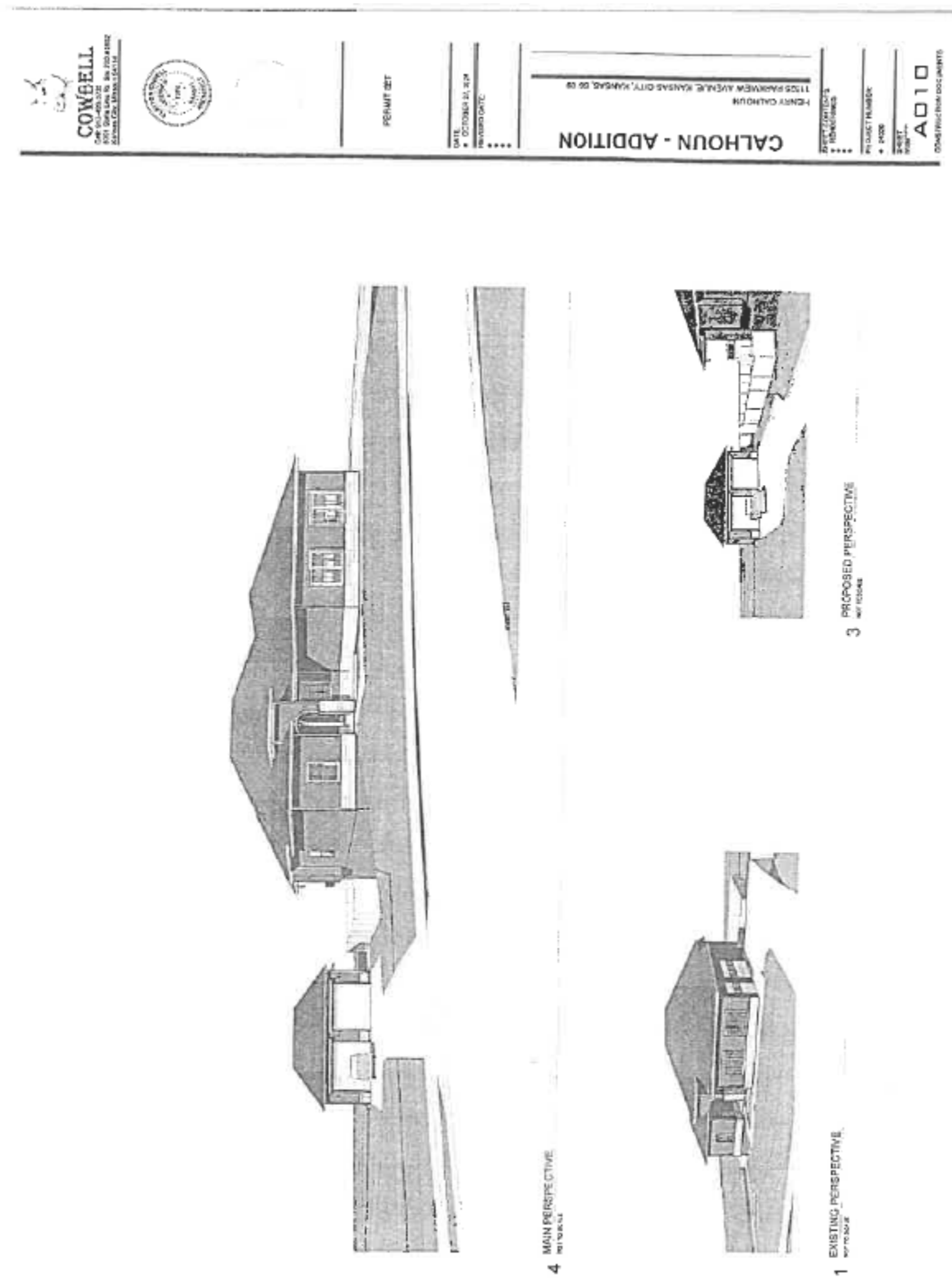
- c. Kleypas Household. Mark Kleypas stated that the Unified Government must approve the proposal.
 - d. Blair Household. Sara Blair reiterated the driveway also required UGWYCO approval.
 - e. Colbert Household.
 - 1) Chuck Colbert stated that residential house/building plans do not normally show land elevation, degrees of slope and/or building drainage. He cited the Colbert new home plans as an example. However, he noted that the Calhoun plans did show a driveway and foundation slope away from the Raveill's house. (At this point, Mr. Calhoun and Matt Raveill looked at the blow-up of the building blueprints.) Mr. Calhoun stated they would do whatever is necessary to ensure positive drainage away from the Raveill's house and pool.
 - 2) Chuck stated that the Colbert household looked directly upon the Kleypas 2-story outbuilding from all East and North facing windows and doors. They found the Kleypas outbuilding complemented their home. From this viewpoint, the Colbert's had no objections to the Calhoun's proposed outbuilding.
 - 3) Chuck stated that Dan Lynch, the owner of Lynch Real Estate, who originally marketed all the lots in Honey Creek Estates, had recently visited the Colbert's. Mr. Lynch subsequently stated that he felt the Calhoun proposal would not detract from Honey Creek Estates property values and felt that the building plan could enhance property values.
 - f. After all discussion was completed, the proposal was put to a vote. Four were in favor (Blair, Calhoun, Colbert, Monaco) and two were opposed (Kleypas and Raveill). The outbuilding proposal request, as submitted, is approved by the HOA.
6. **ISSUE #2:** Discuss and vote on HOA approval of a request for the Calhoun's lawn care business to operate from 11525 Parkview Ave, KCK, under a Special Use Permit should UGWYCO require and approve such a permit. Aileen then called on each household for comment.
- a. Calhoun Household. Henry Calhoun again stated his business was a one-person operation. His son, who owns a separate lawn care business, sometimes helps him out. Business is only conducted FROM the premises, not AT the premises, when vehicles and/or equipment are taken out or returned to the outbuilding. This equipment would include his lawn mowers, 2 trailers and 2 pick-up trucks. A snow blade is for use in winter on his larger pick-up truck.
 - b. Raveill Household. Both Matt and Abby Raveill reiterated their concerns about the scope and size of the business. They compared it to another lawn care business approximately ¼ mile south on N.115th.
 - c. Kleypas Household. Mark Kleypas concurred with the Raveill comments.

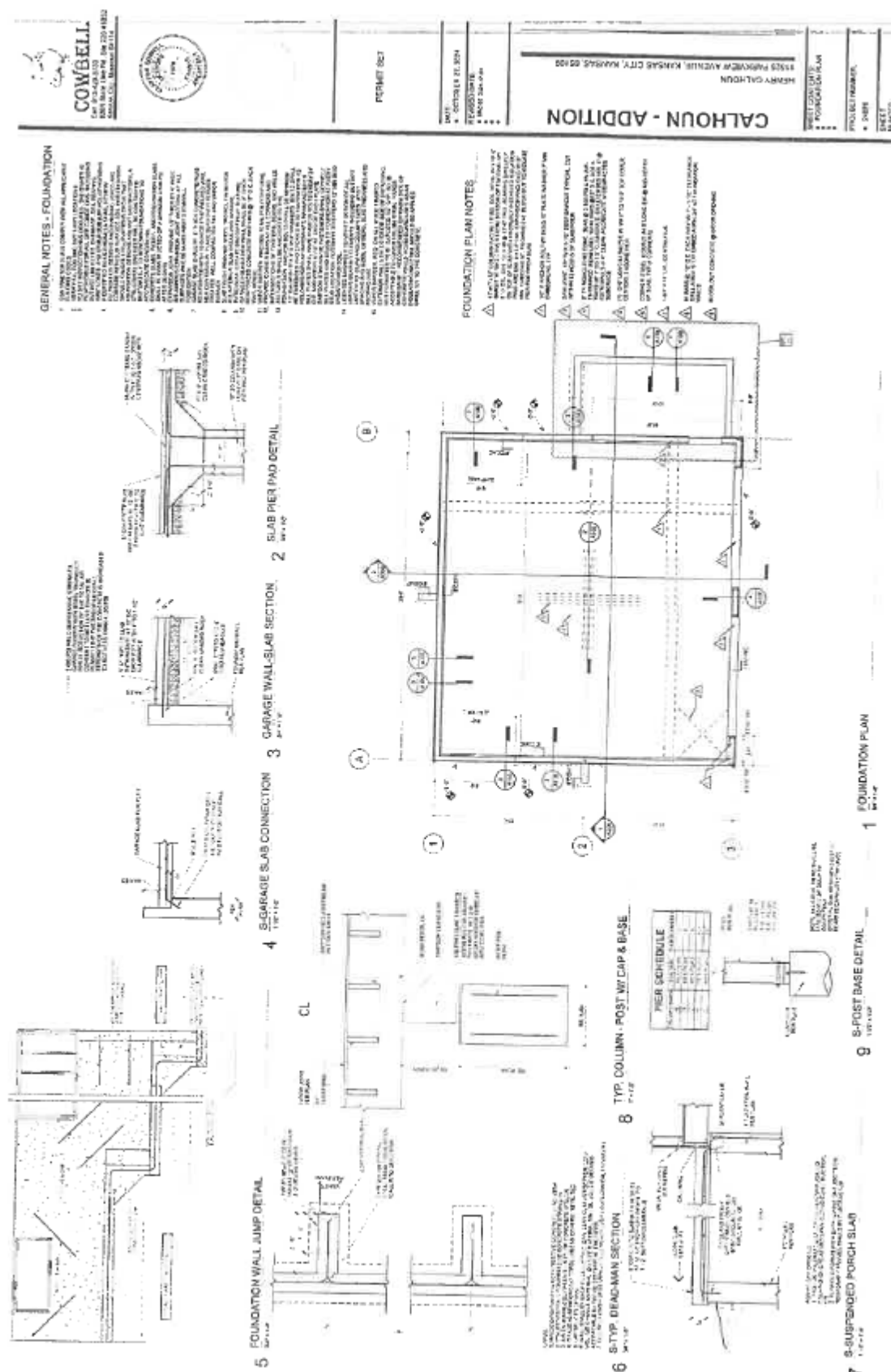
- d. Blair Household. Sara Blair reiterated the Special Use Permit also required UGWYCO approval.
 - e. Colbert Household. Chuck Colbert stated that the lawn care business located outside our cul de sac was not our HOA concern. There are very specific UGWYCO restrictions for a business conducted at or from a R1 residence. If Mr. Calhoun violates those restrictions, households in our HOA could complain to the appropriate UGWYCO agency. To the best of his knowledge, Mr. Calhoun had been licensed by KCK/UGWYCO for almost 20 years to operate from his former R1 residence without a Special Use Permit. As required by the UGWYCO licensing office, he has submitted a change of address notice. The issue of requiring a new license and/or Special Use Permit was still under review by UGWYCO. At this point, Mr. Raveill stated that the recently applied for business license was denied by the UG.
 - f. The proposal was put to a vote. Four were in favor (Blair, Calhoun, Colbert, Monaco) and two were opposed (Kleypas and Raveill). The request for the Calhoun's lawn care business to operate from 11525 Parkview Ave, KCK, under a Special Use Permit, should UGWYCO require and approve such a permit, is approved by the Honey Creek Estates HOA.
7. **ISSUE #3** – Change the HOA Annual Meeting to a warmer month which allows the meeting to be held outdoors. No one elected to discuss. All are in favor. The issue is approved.
8. The meeting concluded and members departed.



Aileen Colbert
HOA Chairman
November 21, 2024

BUILDING ELEVATIONS





SITE PHOTOGRAPHS











Protest Petition for SP2025-003

PROTEST PETITION – ADDED MARCH 21, 2025

CLERK'S OFFICE
3/24/25 11:53

Acknowledgement and Verification

(Please carefully read the verification statement before signing)

STATE OF KANSAS)
) SS
COUNTY OF WYANDOTTE)

I, ABBY RAVEILL, 11511 PARKVIEW AVE KC KS 64119
(Name) (Address)

being first duly sworn, under oath, depose and state that I have read and examined the foregoing Protest Petition, the Protest Petition Guidelines provided by the Unified Government of Wyandotte County/Kansas City, Kansas, and the signatures and addresses placed on the Protest Petition, and further state that the signatures and legal description and/or addresses thereon are genuine, that I personally know all of the signers of this sheet of the Protest Petition to be the persons whose names are signed to the Petition and that I personally witnessed their signature, that I am one of the signers of the Protest Petition and own property within the statutory area of notification related to the area for which a REZONING/SPECIAL USE PERMIT is sought, and that
(Circle One)
to the best of my knowledge the signers of the Protest Petition are owners of land located within the statutory area of notification for this REZONING/SPECIAL USE PERMIT application. The
(Circle One)
statutory area of notification includes the real property located within two hundred (200) feet of the boundaries of the area for which a REZONING/SPECIAL USE PERMIT is sought; or, if the
(Circle One)
area is adjacent to unincorporated property, the incorporated real property located within two hundred (200) feet of the boundaries of the area for which a REZONING/SPECIAL USE PERMIT
(Circle One)
is sought and the unincorporated property within one thousand (1,000) feet of the boundaries of the area for which a REZONING/SPECIAL USE PERMIT is sought.
(Circle One)

[Signature]
(Signature)

Subscribed and sworn to before me this 14th day of March, 2025,
by Abby Raveill, who is personally known to me to be the same person whose
name is subscribed to in the foregoing instrument.

Notary Public Lauren Cusick

LAUREN CUSICK
Notary Public-State of Kansas
My Appt. Expires 03/13/28

My Commission Expires: 03/13/28

4	Petitioner's Contact Information The Protest Petition process frequently requires dialouge between Unified Government Staff and the petitioner. In order to facilitate this dialouge, please provide the following contact information: Name <u>ABBY RAVEILL</u> Phone Number <u>913.991.8695</u> Address <u>11511 Parkview Ave KC, KS 64109</u> E-mail <u>abby.raveill@gmail.com</u>
5	Protest Petition Protest Petition Against Rezoning or Special Use Permit No. <u>SP2025 003</u> We, the undersigned property owners, do hereby protest the above referenced application at the following address: <u>11525 PARKVIEW AVE KC, KS 64109</u> We, the undersigned, realize that this petition of protest must be submitted to the Office of the Unified Government Clerk within fourteen (14) days from the date of the conclusion of the Planning Commission public hearing regarding this rezomng or special use permit (SUP) application. Further, we realize that this Petition is in opposition to the rezoning or SUP application and our signatures cannot be removed after filing unless certain lawful actions are taken to remove the Protest Petition. This Petition may be filed pursuant to the laws of Kansas, K.S.A. 12-757; and of the Unified Government of Wyandotte County/Kansas City, Kansas Sec 27-1049(d) and shall be subject to the rules contained therein. We, the undersigned, are owners of real property located within the statutory area of notification related to the area for which a rezoning or SUP is sought, whereby, our signatures shall hereafter be verified by one of the signers of the Protest Petition as true and correct signatures in order for this Protest Petition to be valid. The statutory area of notification includes the real property located within two hundred (200) feet of the boundaries of the area for which a rezoning or SUP is sought; or, if the area is adjacent to unincorporated property, the incorporated real property located within two hundred (200) feet of the boundaries of the area for which a rezoning or SUP is sought and the unincorporated property within one thousand (1,000) feet of the boundaries of the area for which a rezoning or SUP is sought.

[illegible]

LETTERS OF OPPOSITION

Toy, Byron

From: PlanningInfo
Sent: Monday, March 10, 2025 3:52 PM
To: Toy, Byron; Hand, Gunnar
Subject: FW: Special Permit Petition SP2025-003 - Opposition
Attachments: Calhoun Ex 1.jpg; Calhoun Ex 2.jpg; Calhoun Ex 3.jpg

Kallie McLaughlin

Planner

913.573.5762

kdmclaughlin@wycokck.org



Department of Planning + Urban Design

Unified Government of Wyandotte County • Kansas City, Kansas

Sending me a file, building permit, revision, or application? Please copy EDR@wycokck.org

NOTE: All Board of Zoning Appeals, City Planning Commission, and Landmarks Commission hearings will be heard virtually with in-person availability in the City Hall lobby (701 North 7th Street, Kansas City, KS 66101). All meetings with Planning and Urban Design staff will continue to prioritize virtual meetings.

Our goal is to serve you with excellence! Please click the following link and take a moment to complete this short customer service survey to help us better help you: [Planning & Urban Design Department Feedback Form \(openforms.com\)](#)

From: Scottie Kleypas <scottie@kleypas-law.com>
Sent: Monday, March 10, 2025 3:45 PM
To: PlanningInfo <Planninginfo@wycokck.org>
Subject: Special Permit Petition SP2025-003 - Opposition

You don't often get email from scottie@kleypas-law.com. [Learn why this is important](#)

I am writing on behalf of myself and my husband who live at 3200 N 115th St. Kansas City, Kansas 66109. We live across the street from 11525 Parkview Ave., Kansas City, Kansas 66109. The south side of our house faces the location of the current operating business. Mr. Calhoun has been operating this business since he moved into the residential lot in July 2024. The cul-de-sac hosts a school bus stop which carries its own special precious foot traffic. A commercial business so close to this bus stop seems to be at odds with the character of the neighborhood. Also, many neighbors from the surrounding area enjoy coming to the circle to ride bikes, take walks and engage in other activities where there is less chance of vehicle traffic. Further, there is a common area next to the Calhoun's for the use and enjoyment of all of neighbors in the cul-de-sac. These special features do not appear in the report or application and should bear on the special accommodation for one resident.

We oppose the special use permit as we are directly and adversely affected by the increased traffic, noise, and the damage to our yard. We have also been awoken at 3 a.m. by the snow plow. When I asked about the snow plow's hours of operation at the neighborhood meeting, and the damage that was caused to my yard, I was met with the response from Mr. Calhoun that "We will run this snow plow 24 hours 7 days a week". Oddly enough,

LETTERS OF OPPOSITION – NEWLY ADDED MARCH 31, 2025

Matthew and Abby Raveill
11511 Parkview Ave
Kansas City, Kansas 66109

March 13, 2025

Mr. Mike Kane
Board of Commissioners
Unified Government of Wyandotte County
701 N. 7th Street
Kansas City, Kansas 66101

Dear Commissioner Kane,

We are writing regarding the Special Use Permit (SP2025-003) that was heard at the planning commission meeting on 3/10/2025. We whole-heartedly oppose the approval of this special use permit to allow a commercial landscaping business to temporally operate in our residentially zoned neighborhood.

My wife and I built our forever home in Piper 8 years ago at 11511 Parkview Ave. I have lived in Wyandotte County since 1995. I grew up in Westmore Downs behind you and your family. My wife and I have lived in Wyandotte County since moving back after college in 2006. We chose to stay in this area to raise our daughter because we love the community. We have enjoyed our small peaceful neighborhood of six houses until recently.

In July 2024, the house to our west at 11525 Parkview Ave sold, and the Calhoun family moved in. Since moving in Mr. Calhoun has been running a commercial lawn mowing and snow removal business from his R-1 zoned residence. This includes the storage of commercial grade mowers, trailers, snow blades and sand/salt spreaders. Upon moving in Mr. Calhoun repeatedly ignored the existence of the neighbor HOA and proceeded to construct a retaining wall and widen his driveway without permits from the UG or HOA approval.

Mr. Calhoun recently applied for approval from our HOA and the UG to build an outbuilding to store all his commercial work equipment. He has made it abundantly clear that his purpose of the outbuilding is to run his commercial business and store his commercial equipment. His newly proposed outbuilding is planned to be located not at his existing driveway, but on the opposite side of his house. It will be located in the backyard with a second driveway that will run along the side of our house with the building right next to our backyard swimming pool.

This puts us in a very difficult position. While we want to see Mr. Calhoun's business be extremely successful for him and his family, we do not feel it is fair that is going to be

located in our residential neighborhood. We understand that he has the right to build an additional outbuilding per the UG regulations, but running a commercial business is a completely different issue. Since July we have seen and heard firsthand how a commercial business can negatively affect the residential neighborhood. There is equipment and trailers being moved daily on the property. Loud trucks start early in the morning and left warming for long periods of time in the winter. There are trucks and trailers parked on the public street. There are commercial grade snow blades and salt spreaders stored in clear view from the public street. Additional lighting has been added to the home to protect the equipment. Please see attached photos for reference. All these items disturb the privacy, peace and quiet enjoyment of our property.

We feel like the R1 zoning should protect us from a commercial business being located right next door. I know most people in Piper would not want this located right next to their house and especially within feet of their backyard.

We ask that you vote against the approval of this special use permit, as our fear is that once Mr. Calhoun is allowed to move forward and invest the time and money in an outbuilding, he will continue to store his commercial equipment even when the SUP expires. Mr. Calhoun has clearly shown little regard for UG regulations.

Thank you for your time and consideration in this matter. Please don't hesitate to reach out with any questions or if you would like to discuss this matter further.

Thank you,
Matthew and Abby Raveill

LETTERS OF SUPPORT – NEWLY ADDED MARCH 31, 2025

From: Sara B <saracblair11@gmail.com>
Sent: Thursday, March 27, 2025 4:00 PM
To: PlanningInfo <Planninginfo@wycokck.org>
Subject: In support of Henry Calhoun - 8.2 Tracking 21237

You don't often get email from saracblair11@gmail.com. [Learn why this is important](#)

Dear Members of the Planning Commission,

I hope this letter finds you well. I am writing to express my support for the special use permit application submitted by my neighbors, the Calhouns. As a resident directly to the west of the Calhouns, I have had the pleasure of getting to know them since they moved in last summer.

In my experience, the Calhouns regularly demonstrate respect for the property values and overall well-being of our neighborhood. They have gone above and beyond to meet the requests from the two opposing residences in our subdivision, even when they were not required to by our HOA bylaws.

Thank you for your time and consideration. I trust that you will give thoughtful consideration to this request, and I hope the Planning Commission will support the application for the special use permit. If you have any questions, or if I can provide further information, please do not hesitate to contact me.

Sincerely,
The Blairs (Josh, Sara, Erich, and Lena)
11545 Parkview Ave, Kansas City, KS 66109
913-980-8977



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Phillip Lockman, Director plockman@wycokck.org x8099	Community Corrections
AGENDA ITEM #9.1.		
RESOLUTION: FISCAL YEAR 2026-2027 KANSAS DEPARTMENT OF CORRECTIONS JUVENILE EVIDENCE-BASED PROGRAM		
BACKGROUND		
This is the 10th year of the FY2026-2027 KDOC Evidence-Based Program Grants for Juvenile Services. This grant is utilized to provide services to system involved youths and their families. It is composed of two grants, the Reinvestment Grant and JCAB Grant.		
RECOMMENDATION		
Approve The Unified Government Board of Commissioners is asked to approve the Department of Community Corrections to pursue the FY26-27 Kansas Department of Corrections Juvenile Evidence Based Program Grant and authorize the Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government to take such further action as may be appropriate or desirable to accomplish the purpose of the grant.		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
No Match Required.		
LEGAL CONSIDERATIONS		
None.		
ATTACHMENTS		
Reso to Apply for Grant Juv Evidence Based, Wyco Juv Reinvest Sig, Unified Gov Wyco_KCK - Application		

Approved by Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION authorizing the Unified Government of Wyandotte County/Kansas City, Kansas Department of Community Corrections to apply for and accept a grant award for the FY26-27 Kansas Department of Corrections Juvenile Evidence Based Programs Grant.

WHEREAS, In 2016, Kansas passed the Juvenile Justice Reform Bill, a bill intended to improve the way in which the state works with and assists the youth served by the juvenile justice system. As part of this reform, the Evidence-Based Programs Fund was developed to provide for reinvestment in community programs and practices. This grant creates opportunities for communities in Kansas to apply for funds from the Evidence-Based Programs Fund through the Kansas Department of Corrections (KDOC) in order to provide support for justice involved youth and their families. In the past, the agencies have utilized funds titled Juvenile Corrections Advisory Board and Reinvestment for this grant.

WHEREAS, In accordance with K.S.A. 75-52,161(c)(7), funding through this opportunity may be used for evidence-based practices and programs in the community pursuant to K.S.A. 2016 Supp. 38-2302, and amendments thereto, for use by intake and assessment services, immediate intervention, probation and conditional release; and training on evidence-based practices for juvenile justice system staff, including, but not limited to, training in cognitive behavioral therapies, family-centered therapies, substance abuse, sex offender therapy and other services that address a juvenile's risks and needs.

WHEREAS an application has been submitted by Unified Government of Wyandotte County/Kansas City, Kansas Department of Community Corrections requesting grant funds covering a two-year period in the total amount of \$1,689,762.40 to pay for five (5) on-site programs/staff and four (4) community partners with no matching funds required.

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 County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS 1st DAY OF MAY 2025.**

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Legal Counsel

FY2026-27 Juvenile Evidence-Based Programs Grant Signatory Approval Form

Community Corrections Agency

My signature below certifies that I did assist in the development, completion, and review of the agency's grant application (Application). I further certify that:

1. The Application, including all forms and attachments, complies with the directions provided by the Kansas Department of Corrections (KDOC).
2. The Application, including all forms and attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards and the KDOC Financial Rules, Guidelines and Reporting Instructions manual.
3. The Agency will provide timely, complete, and accurate data to the KDOC regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards, the KDOC Financial Rules, Guidelines and Reporting Instructions manual or special requests from the KDOC.

Furthermore, my signature below certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2026, through June 30, 2028, indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

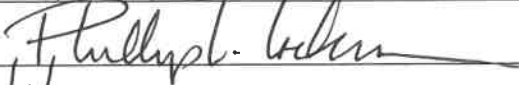
1. Expend grant funds for the development, and implementation of evidence-based community programs and practices for juvenile offenders, juveniles experiencing mental health crisis and their families by community supervision offices, including, but not limited to, juvenile intake and assessment, court services, community corrections and juvenile crisis intervention centers pursuant to KSA 75, 52-164 and as submitted in the Application and approved by the Secretary of Corrections.
2. Assume the authority and responsibility of funds received through the KDOC and ensure compliance with all applicable Federal and State laws, Regulations, KDOC Juvenile Services Operating Standards, policies and procedures, and the KDOC Financial Rules, Guidelines and Reporting Instructions manual. **Any and all costs associated with noncompliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
3. Obtain advance approval in writing by the Deputy Secretary of KDOC Juvenile and Adult Community Based Services for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
4. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.
5. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.
6. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
7. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.
8. Not consider employees or agents of the Grantee as agents or employees of KDOC. Grantee accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
9. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to Grantee.

**FY2026-27 Juvenile Evidence-Based Programs Grant
Signatory Approval Form**

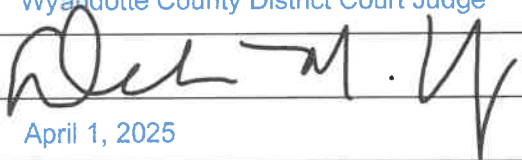
10. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.
11. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
12. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Grantee agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Grantee. grantee further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
13. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the JCAB grant funds.

FY2026-27 Juvenile Evidence-Based Programs Grant
Signatory Approval Form

Agency Director

Printed Name:	Phillip L. Lockman
Title:	Director
Signature:	
Date:	4/1/25

Governing/Corrections Advisory Board Chairperson

Printed Name:	Delia M. York
Title:	Wyandotte County District Court Judge
Signature:	
Date:	April 1, 2025

Board of County Commission Chairperson (Host/Administrative County) *

Printed Name:	
Title:	
Signature:	
Date:	

Host/Administrative County Financial Officer

Printed Name:	
Title:	
Signature:	
Date:	

FY2026-27 Juvenile Evidence-Based Programs Grant
Signatory Approval Form

***Multi-county agencies** shall obtain the signature of the County Commission Chairperson of EACH county, unless either of the following is true:

- ✓ The counties have entered into an **Inter-local Agreement** that specifically states that the host/administrative county commission chairperson can sign for all counties. If so, only the signature of the host county commission chairperson is necessary.
- ✓ The counties have entered into an Inter-local Agreement that bestows the counties' governing authority onto the

community corrections advisory board. If so, no county commission chairperson signature is required.

Please use the following page if additional County Commission Chairperson signatures are required for your agency.

FY2026-27 Juvenile Evidence-Based Programs Grant
Signatory Approval Form

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

FY2026-27 Juvenile Evidence-Based Programs Grant
Signatory Approval Form

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	



29th Judicial District Juvenile Services

Prepared by Unified Gov Wyco/KCK
for Kansas Department of Corrections FY2026 - 2027 Juvenile Evidence-Based Programs Grants

Primary Contact: Phillip Lockman

Opportunity Details

Opportunity Information

Title

FY2026 - 2027 Juvenile Evidence-Based Programs Grants

Description

In 2016, Kansas passed the Juvenile Justice Reform Bill, a bill intended to improve the way in which the state works with and assists the youth served by the juvenile justice system. As part of this reform, the Evidence-Based Programs Fund was developed to provide for reinvestment in community programs and practices.

This grant creates opportunities for communities in Kansas to apply for funds from the Evidence-Based Programs Fund through the Kansas Department of Corrections (KDOC) in order to provide support for justice involved youth and their families.

In the past, the agencies have utilized funds titled Juvenile Corrections Advisory Board and Reinvestment for this grant. For the next two fiscal years, there will be one grant with several opportunities allowed.

Awarding Agency Name

Kansas Department of Corrections

Agency Contact Name

Sandra Booker

Agency Contact Phone

(785) 746-7510

Agency Contact Email

sandra.booker1@ks.gov

Subjects

Juvenile Offenders

Manager

Sandra Booker

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/582c8039-50f6-416a-ac3c-3f9e14a4d2da>

Is Published

Yes

Funding Information

Opportunity Funding

\$18,000,000.00

Funding Sources

State

Funding Source Description

Of the \$18,000,000.00 funds dedicated to Juvenile Evidence-Based Programs, \$10,000,000.00 will be allocated to the Juvenile Corrections Advisory Board Grant and \$8,000,000.00 will be allocated to Juvenile Reinvestment Grant.

Allocations by each Judicial District is provided with each grant opportunity.

In accordance with K.S.A. 75-52,161(c)(7), funding through this opportunity may be used for evidence-based practices and programs in the community pursuant to K.S.A. 2016 Supp. 38-2302, and amendments thereto, for use by intake and assessment services, immediate intervention, probation and conditional release; and training on evidence-based practices for juvenile justice system staff, including, but not limited to, training in cognitive behavioral therapies, family-centered therapies, substance abuse, sex offender therapy and other services that address a juvenile's risks and needs.

Funding Restrictions

Funding may only be used to serve justice involved youth and their families in Kansas.

Award Information

Award Period

07/01/2025 - 06/30/2027

Award Announcement Date

6/15/2025

Award Type

Non Competitive

Indirect Costs Allowed

Yes

Restrictions on Indirect Costs

Yes

Matching Requirement

No

Submission Information

Submission Window

12/31/2024 2:00 PM - 04/01/2025 11:55 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

No applications will be accepted after the Submission Close Date.

Other Submission Requirements

Disqualification Factors

The KDOC may not consider funding any applicant that fails to comply with all application requirements, including the following:

- Failure to submit complete application, including signatory approval pages and budget.
- Failure of applicant to comply with the KDOC Financial Rules and Guidelines.

Question Submission Information

Question Submission Open Date

01/01/2025 9:00 AM

Question Submission Close Date

04/01/2025 4:00 PM

Question Submission Email Address

sandra.booker1@ks.gov

Question Submission Additional Information

Attachments

Technical Assistance Session

Technical Assistance Session

Yes

Session Date and Time

12/30/2024 4:00 PM

Conference Info / Registration Link

Below in Award Administration Information, Other Information for the Zoom Link and codes.

Eligibility Information

Eligibility Type

Private

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Special District Governments

Additional Eligibility Information

Additional Information

Additional Information URL

[https://kdoc.zoom.us/rec/share/IsoDtCHfkxY16nhY_ygQab95D8SxJpbzlWodYYL3cj-T-qBB0fnOpuhLmtUEAktr.-pGtZ3KfsQiyIBT2?Passcode:g5bzip^6](https://kdoc.zoom.us/rec/share/IsoDtCHfkxY16nhY_ygQab95D8SxJpbzlWodYYL3cj-T-qBB0fnOpuhLmtUEAktr.-pGtZ3KfsQiyIBT2?Passcode=g5bzip^6)

Additional Information URL Description

FY2026-2027 Juvenile Evidence-Based Grants Application Recorded Informational Session.

The URL above is a video that will provide additional guidance when completing the application.

Passcode: g5bzip^6*

Award Administration Information

State Award Notices

Award notifications will be made to the applicant/administrative county or the Governing Authority Chairperson on or before July 1, 2025.

Reporting

Program Quarterly Reporting

Award recipients will be required to complete and submit quarterly outcome reports in accordance with the following timelines:

FY2026

Q1 (Jul-Aug-Sep) Due on/before: 10/15/2025

Q2 (Oct-Nov-Dec) Due on/before: 01/15/2026

Q3 (Jan-Feb-Mar) Due on/before: 04/15/2026

Q4 (Apr-May-Jun) Due on/before: 07/15/2026

FY2027

Q1 (Jul-Aug-Sep) Due on/before: 10/15/2026
Q2 (Oct-Nov-Dec) Due on/before: 01/15/2027
Q3 (Jan-Feb-Mar) Due on/before: 04/15/2027
Q4 (Apr-May-Jun) Due on/before: 07/15/2027

Fiscal Quarterly Reporting

Award recipients will be required to complete and submit a quarterly financial reporting tool that will be provided by the Fiscal Department. The financial reporting tool will be due in accordance with the following timelines:

FY2026

Q1 (Jul-Aug-Sep) Due on/before: 10/30/2025
Q2 (Oct-Nov-Dec) Due on/before: 01/30/2026
Q3 (Jan-Feb-Mar) Due on/before: 04/30/2026
Q4 (Apr-May-Jun) Due on/before: 07/30/2026

FY2027

Q1 (Jul-Aug-Sep) Due on/before: 10/30/2026
Q2 (Oct-Nov-Dec) Due on/before: 01/30/2027
Q3 (Jan-Feb-Mar) Due on/before: 04/30/2027
Q4 (Apr-May-Jun) Due on/before: 07/30/2027

Project Information

Application Information

Application Name

29th Judicial District Juvenile Services

Award Requested

\$1,689,762.40

Total Award Budget

\$1,689,762.40

Primary Contact Information

Name

Phillip Lockman

Email Address

plockman@wycokck.org

Address

812 North 7th Street, Third Floor
Kansas City, Kansas 66109

Phone Number

(913) 573-8099

Project Description

Applicant Agency Profile

Juvenile Corrections Advisory Board Information (JCAB)

JCAB Chairperson Name
Hon. Delia M. York

JCAB Chairperson Address Line 1
738 Ann Avenue

JCAB Chairperson Address Line 2

JCAB Chairperson City
Kansas City

JCAB Chairperson State
Kansas

JCAB Chairperson Zip Code
66101

JCAB Chairperson Phone Number
913-573-4185

JCAB Chairperson Email Address
delia.york@kscourts.org

Admin/Host County Board of County Commission Information

BOCC Chairperson Name
Mayor/CEO Tyrone Garner

BOCC Chairperson Address Line 1
701 North 7th Street

BOCC Chairperson Address Line 2

BOCC Chairperson City
Kansas City

BOCC Chairperson State
Kansas

BOCC Chairperson Zip Code
66101

BOCC Chairperson Phone Number
913-573-5080

BOCC Chairperson Email Address
tagarner@wycokck.org

Admin/Host County Financial Officer Information

Host/Administrative County Financial Officer Name
Shelley Temple Kneuvean

Host/Administrative County Financial Officer Address Line 1
701 North 7th Street

Host/Administrative County Financial Officer Address Line 2

Host/Administrative County Financial Officer City
Kansas City

Host/Administrative County Financial Officer State
Kansas

Host/Administrative County Financial Officer Zip Code
66101

Host/Administrative County Financial Officer Phone Number
913-573-5849

Host/Administrative County Financial Officer Email Address
skneuvean@wycokck.org

Juvenile Corrections Advisory Board Grant

Eligibility Information for the Juvenile Corrections Advisory Board Grant

Eligibility Information Is As Follows:

The Juvenile Corrections Advisory Board Grant is a non-competitive opportunity for use by intake and assessment services, immediate intervention, probation and conditional release, and training on evidence-based practices for juvenile justice system staff, including, but not limited to, training in cognitive behavioral therapies, family-centered therapies, substance abuse, sex offender therapy, and other services that address a juvenile's risks and needs.

The grant is designed to fund the development and implementation of evidence-based programs and practices that aim to improve outcomes for youth, families, and communities in Kansas by supporting community-based programs.

The Juvenile Corrections Advisory Board grant allows for regional or county Juvenile Corrections Advisory Boards to collaborate with community agencies and submit an application that is inclusive of the community partners the board has agreed to fund.

Throughout the community partner selection process, priority considerations for these funds should be given to communities with high levels of out-of-home justice-involved youth per capita and where community-based alternatives are lacking.

Boards of County Commissioners (BOCCs) are eligible to apply for Juvenile Corrections Advisory Board (JCAB) and/or Juvenile Reinvestment grants for justice-involved youth who are served by community supervision offices, including, but not limited to, Juvenile Intake and Assessment, Court Services, Immediate Intervention Programs, and Community Corrections.

Funding is provided in accordance with K.S.A. 75-52,161(c)(7) and pursuant to K.S.A. 2016 Supp. 38-2302.

Are you choosing to apply for this opportunity?

- ☒ Yes
☐ No

Judicial District Description

The intent of the following questions is to identify the gaps in service that the Juvenile Corrections Advisory Board (JCAB) has observed.

Identify the needs in your Judicial District. Provide thorough and complete information regarding these gaps.

In an analysis of FY23 and FY24 closures, Wyandotte County recorded scores on 51 successful and 52 unsuccessful case closures. In the FY23 and FY24 data analysis, the average successful and unsuccessful ending YLS scores differed by 3.7, meaning, that unsuccessful youth's ending YLS score were, on average, 27.6% higher than those of successful youth. Successful and unsuccessful closure groups differed most in the family domain and substance abuse domain, meaning, those domains were the strongest predictors of closure type in FY23 and FY24.

Additionally, the JCAB, Community Corrections, and Court Services have noticed a need for mentorship, professional development, and follow through in educational settings. The four community programs that the JCAB voted for addresses these gaps.

Describe the problem(s) and issue(s) to be addressed. This information should include an analysis of current activities addressing the problem(s), what is working, what is not, and identifying existing gaps. Response should be no less than five sentences.

Based on needs in our community, Wyandotte County JCAB has voted to approve JCAB monies to be distributed to five (5) programs of which include four (4) community partners. There is a need in Wyandotte County for youth to have positive relationships with providers in the community. The following programs will address a variety of issues including:

1. Lowriding 2 Success Bike Club - The Lowriding 2 Success Bike Club mentors youth and incentivizes them with bike parts when they bring proof of growth in a school setting (report card, attendance sheet, disciplinary documentation,

etc.) and/or receive positive communication from their ISO/CSO. Additionally, L2S contracts with H180 to provide a social/emotional learning curriculum at their site. Lowriding 2 Success also has Hispanic mentors which is important due to 49% of supervised youth being Hispanic in FY23/FY24.

2. Connections to Success (Project START) provides an evidence-based curriculum that works on youths' personal professional development and job readiness. Connections to Success comes on site during Day Reporting hours so that they are more accessible to youth that have transportation issues.

3. Full Throttle Foundation KC is a new program that Wyandotte County JCAB will be contracting with in FY26/FY27. In addition to youth being able to work on physical wellness with mentors, youth will complete an evidence based One Circle curriculum.

4. Jegna Klub (Connecting the Dottes) mentors youth and works as a personal professional development provider in the industry of multi-media.

Evaluation

Projected Change: Please specify what changes may be expected in knowledge, behaviors, skills, etc. of youth who participate in JCAB funded programs and how the change will be identified.

1. Lowriding 2 Success Bike Club - The Lowriding 2 Success Bike Club mentors youth and incentivizes them with bike parts when they bring proof of growth in a school setting (report card, attendance sheet, disciplinary documentation, etc.) and/or receive positive communication from their ISO/CSO. Additionally, L2S contracts with H180 to provide a social/emotional learning curriculum at their site. Lowriding 2 Success also has Hispanic mentors which is important due to 49% of supervised youth being Hispanic in FY23/FY24.

2. Connections to Success (Project START) provides an evidence-based curriculum that works on youths' personal professional development and job readiness. Connections to Success comes on site during Day Reporting hours so that they are more accessible to youth that have transportation issues.

3. Full Throttle Foundation KC is a new program that Wyandotte County JCAB will be contracting with in FY26/FY27. In addition to youth being able to work on physical wellness with mentors, youth will complete an evidence based One Circle curriculum.

4. Jegna Klub (Connecting the Dottes) mentors youth and works as a personal professional development provider in the industry of multi-media.

Monitor and Evaluation Process: Describe the process the JCAB will utilize for monitoring and evaluating each program/services. Include specific details/timelines of when and how the program will be evaluated, along with what steps will be taken to complete the evaluation process.

All programs will be observed by the Juvenile Administrator quarterly. The Juvenile Administrator will work with programs to track all program data on the JCAB Report. Programs are also required to attend quarterly JCAB meetings to discuss program updates, KDOC measurable outcomes, and other program data.

Monitoring and Evaluation Contact: Provide who will be responsible for monitoring and evaluating the program/service at the provider level for each program/service and JCAB level. Please include their name, title, work address, phone number, and email address, if different than the JCAB chairperson.

1. Court Services - One Circle (Boys Council and Girls Circle) - Curtis Ross; curtis.Ross@kscourts.gov; (913) 291-7756
2. Lowriding 2 Success Bike Club - Martin Cervantes; lowriding2success@yahoo.com; (913) 522-9199
3. Connections to Success (Project START) - Cory Finley; coryfinley@connectionstosuccess.org; (816) 561-5115
4. Full Throttle Foundation KC - Glen Cusimano; glenandgina@fullthrottlefitkc.com;
5. Jegna Klub (Connecting the Dottes) - Moses Wyatt Jr.; moses.wyatt@thejegnaklub.org; (913) 721-6570

Program Safeguards: Describe what safeguards the Judicial District has put in place if a community partners program is not achieving the goals identified on the Funds Request Form.

If programs are not achieving goals identified, the JCAB will meet to discuss, and programs funding can be in jeopardy (per the MOU with Wyandotte County).

Implementation Timeline: To allow for the successful integration of evidence-based programs/services, Kansas Department of Corrections (KDOC) will allow programs a planning period of 90 days, starting on the date of award approval. Additional information has been provided on the Funds Request form. As the applicant, what steps will be put in place to make sure the timeline is adhered to?

The five programs to be funded by JCAB monies are already in place. Services are on-going.

Community Partnerships Considerations and Instructions

Each of the following documents must be completed by the community partner and uploaded with the application.

Funds Request Form: A funds request form is an additional document that provides specific details for each program requesting funds from KDOC. Documentation shall include program information, what needs the program is seeking to address, description of proposed service/program, completion criteria, target population, what evidence-based curriculum or best practices will be utilized, evaluation process, the data that will be measured and how it will be measured to reach program goals and the amount of funds being requested to support the program. If a Funds Request Form is not received for each community partnership, the application will not be considered for funding.

Funds Request Form

FY2026-2027 JCAB Funds Request Form.xlsx

Referral Form: Each community partner must provide the referral form that will be utilized for youth to be enrolled in the program/service.

Memorandum of Understanding/Agreement (MOU)/MOA

KDOC standards state that "Agency policy, procedures, and practice shall require a written Memorandum of Understanding (MOU) / Memorandum of Agreement (MOA) whenever the agency and another public or private entity enter into partnership. At a minimum the MOU/MOA shall outline the services, the cost of services (if applicable), and the entity responsible for the delivery of services".

Please acknowledge that a signed copy of all agreements (MOU/MOA) will be provided to KDOC within 90 days if awarded funds?

- ☒ Yes
☐ No

Juvenile Justice Basics for Community Partners required On-Line Training

If awarded funds from this opportunity, each community partner will be required to complete the Juvenile Justice Basics for Community Partners, on-line training after the award letter is received and before funds will be released.

The on-line training is an overview of several areas: the Juvenile Justice system in Kansas, Evidence Based Practices, Principles of Effective Intervention, Cognitive and Social Learning theories, and the Stages of Change.

Juvenile Justice Basics for Community Partners on-Line Training Requirement Acknowledgement

- ☒ I Understand and agree that each member and community partner will be required to complete the training prior to receiving funds, if awarded.

Program Quarterly Reporting

Each Judicial District will be responsible for submitting program quarterly reports as defined in the grant funding announcement.

Community Partnership 01

Community Partner Name 01

Court Services (One Circle Program)

How much is being requested to allocate towards funding community partner 01?

\$10,596.00

Program Fund Request: Please upload the completed Funds Request Form for community partner 01
FY26-27 JCAB Funds Request Form One Circle.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 01
JCAB Programs Referral.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.
JCAB Grant MOU Explanation.pdf

Community Partnership 02

Will the proposed program/service be provided by a second community partnership?

- ☒ Yes
☐ No

Community Partner Name 02
Connections to Success

How much is being requested to allocate towards funding community partner 02?
\$204,023.36

Program Fund Request: Please upload the completed Fund Request Form for community partner 02
FY26-27 JCAB Funds Request Form Connections to Success.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 02
JCAB Programs Referral.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.
JCAB Grant MOU Explanation.pdf

Community Partnership 03

Will the proposed program/service be provided by a third community partnership?

- ☒ Yes
☐ No

Community Partner Name 03
Lowriding 2 Success Bike Club

How much is being requested to allocate towards funding community partner 03?
\$269,967.76

Program Fund Request: Please upload the completed Fund Request Form for community partner 03
FY26-27 JCAB Funds Request Form Lowriding 2 Success Bike Club.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 03
JCAB Programs Referral.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.
JCAB Grant MOU Explanation.pdf

Community Partnership 04

Will the proposed program/service be provided by a fourth community partnership?

- ☒ Yes
☐ No

Community Partner Name 04

Jegna Club

How much is being requested to allocate towards funding community partner 04?

\$227,084.64

Program Fund Request: Please upload the completed Fund Request Form for community partner 04

UPDATED FY26-FY27 JCAB Funds Request Form_ Jegna Klub.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 04

JCAB Programs Referral.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

JCAB Grant MOU Explanation.pdf

Community Partner 05

Will the proposed program/service be provided by a fifth community partnership?

- ☒ Yes
☐ No

Community Partner Name 05

Full Throttle Foundation KC

How much is being requested to allocate towards funding community partner 05?

\$227,084.64

Program Fund Request: Please upload the completed Fund Request Form for community partner 05

FY26-FY27 UPDATED JCAB Funds Request Form Full Throttle.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 05

JCAB Programs Referral.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

JCAB Grant MOU Explanation.pdf

Community Partner 06

Will the proposed program/service be provided by a sixth community partnership?

- ☐ Yes
☒ No

Fiscal and Budget Considerations and Instructions

Planning Allocations

FY26-27 JCAB Allocations Spreadsheet

FY26-27 JCAB Grant Allocations.pdf

Fiscal and Budget Justification

General Information

Agencies may only budget for allocated amount provided by KDOC.

Agencies may only budget for expenditures for the two-year time period in which the agency has been approved.

Budgeting for expenditures, including pre-paid costs beyond the two-year award period is not allowed.

Budget Categories and line items

Budget Categories

- Categories are pre-defined; no additional categories may be created by the applicant.

Budget Line Items

Applicants will enter budget amounts per line items:

- Applicants are required to utilize the pre-defined line-item descriptors provided.
- Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.
- Line Items listed as "other" can be utilized to enter budget items not already predefined. Please provide a narrative under "Details" on the "Non-Personnel Narrative" Tab.

Unallowable Cost

Applicants may not budget for the following costs with state grant funds.

- **Entertainment Costs:** Costs of entertainment including amusement, diversion, social activities, and any costs directly associated with such costs (i.e. tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
- **Independent Audit Costs:** KDOC funds cannot be used to pay for the cost of independent audit work. These costs are the responsibility of the Grantee.
- **Lobbying:** Grantee may not use KDOC funds for any activities aimed at influencing decisions regarding grants, contracts, cooperative agreements, etc.
- **Late Fees/Interest Charges:** Grantee cannot use KDOC funds to pay late fees, interest charges, or finance charges.
- **Food Purchases:** Food purchases for employees are unallowable. This does not include per diem reimbursements to staff in travel status.
- **Salary and Wage Costs:** Grantee may not fund bonuses or other financial incentives outside of a position's normal salary costs with KDOC grant funds. Grantee must demonstrate salaries for all positions are reasonable and consistent with market rates.
- **State general funds** shall not be used in the purchasing of firearms/weapons, accessories, or related trainings for employees or contract staff with the exception of less than lethal for adult community corrections agencies.
- **Costs** which are used to meet cost sharing or matching requirements of any other grant in either the current or the prior period, except as specifically authorized by KDOC.

The document provided in the link below provides the Budget Categories, Line-Item Descriptors, and a Glossary. Please review it prior to creating your budget.

Budget Instructions

A BUDGET MUST BE COMPLETED FOR EACH APPLICATION AS A WHOLE AND HOW MUCH WILL BE ALLOCATED TO EACH PROGRAM/SERVICE INCLUDED IN THE APPLICATION UTILIZING THE WORKBOOK BELOW.

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS, AND PAYMENTS.

Supplanting

- The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited
- The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable, however, the Grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds.
- Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring and audit.

Comingling of Funds

COMINGLING: Combining funds from local, state, and/or federal agencies in one general ledger account or fund.

The accounting systems of all grantees must ensure KDOC funds are not comingled with funds from other local, state, and federal agencies. Each grant award (adult and/or juvenile) must be accounted for in separate general ledger accounts.

A copy of KDOC Financial Rules and Guidelines is provided in the link below.

Budget Information and Documentation

KDOC Financial Rules and Guidelines: Click on the link to access the most recent KDOC Financial Rules and Guidelines.

[FY26-27 KDOC Financial Rules and Guidelines rev 12.2024.pdf](#)

Budget Documentation: Click on the link to access the general budget information.

[Budget Instructions.pdf](#)

Budget Workbook: Click on the link to access the master budget workbook. In this workbook, there are sheets for both Adult and Juvenile Information. Only use the sheets that are applicable. It is also important to note the budget amount must match the allocation.

[FY26 Budget Workbook.xlsx](#)

Signatory Approval

Utilize Form FY26-27 Form SIG_APPRVL_Juvenile Evidence-Based Programs Grant to obtain the required grant application signatory approvals.

[FY26-27 Form-SIG_APPRVL_Juvenile Evidence-Based Programs Grants .pdf](#)

Upload the signed copy of Form-SIG_APPRVL_Juvenile Evidence-Based Programs Grant here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency.

Additional Documentation Upload

This area allows for any additional documentation to be uploaded, and can include, but is not limited to, curriculum, lesson plans, event schedules, calendars, program position descriptions, evidence-based or best-practices support document, etc.

Additional Upload

Additional Upload

Additional Upload

Juvenile Reinvestment Grant

Eligibility Information for the Juvenile Reinvestment Grant

Eligibility Information Is As Follows:

In 2016, Kansas passed the Juvenile Justice Reform Bill, a bill intended to improve the way in which the state works with and assists the youth served by the juvenile justice system. As part of the reform, the Evidence-Based Programs Fund was developed to provide for reinvestment in the community programs and practices. Research that led to the creation of the bill found that communities lack evidenced-based programs, that services were costly and that, often, lengthy waitlist existed.

The Juvenile Reinvestment Grant is designed to improve outcomes for youth, families, and communities in Kansas by supporting community-based programs through implementation of evidence-based programs and practices.

This grant is available for justice-involved youth who are served by community supervision offices, including, but not limited to, Juvenile Intake and Assessment, Court Services, Immediate Intervention Programs, and Community Corrections.

Throughout the community partner selection process, priority considerations for these funds should be given to communities with high levels of out-of-home justice-involved youth per capita and where community-based alternatives are lacking.

If several districts or agencies are applying together, only one proposal narrative needs to be completed on behalf of all involved in the proposal.

Funding is provided in accordance with K.S.A. 75-52,161(c)(7) and pursuant to K.S.A. 2016 Supp. 38-2302.

Are you choosing to apply for this opportunity?

- ☒ Yes
☐ No

Judicial District Description

The intent of the following questions is to identify the gaps in service that the Judicial District has observed.

Identify the needs in your Judicial District. Provide thorough and complete information regarding these gaps.

1. The Program Specialist (TRACK) utilizes the cognitive-based therapy approach to educate clients about cognitive behavior therapy, teach coping skills, inform clients about disruptive thought patterns, and assists clients in recognizing destructive behaviors. TRACK serves as an intervention tool for clients displaying thinking errors and more pro-criminal behavioral attitudes. The TRACK program has historically been the most widely used program for justice involved clients in Wyandotte County.
2. The Family Engagement Specialist participates in daily discussions about detained youth with the Judge and other justice involved personnel. Often a youth's families are not knowledgeable about the juvenile justice system process or engaged in advocating for themselves and their youth. The FES assertively reaches out to families and schools and external social service providers, resulting in more timely and appropriate services and enabling the Judge to feel more confident in release plans for youth. The FES is a community resource expert also helping Community Corrections and Court Services Officers with referral ideas. The FES offers a seamless transition between detention and Detention Alternative Services, diversion, probation, or KJCC supervision. This position also is trained to facilitate Parent Project, Crossroads - Anger Management, Delinquent Behavior, and Gang Involvement, and Interactive Journaling. The FES will touch virtually every criminogenic need while working with the families and youth through the court. The focus of the Family Engagement Specialist is on pretrial/family engagement while assisting with programs as support.
3. The Restorative Justice Specialist plays a crucial role within the juvenile justice system. Key responsibilities encompass active participation in daily court discussions with the Judge and other justice personnel regarding detained youth. Furthermore, the Specialist proactively engages with families and schools to enhance their understanding of the juvenile justice process, foster family advocacy, and ensure timely access to appropriate services. Serving as a community resource expert, the Specialist assists Court Services and Community Corrections Officers in identifying suitable referrals. Moreover, the Specialist is trained to facilitate key programs such as Parent

Project, Crossroads Anger Management, Delinquent Behavior, and Gang Involvement, as well as Interactive Journaling. By facilitating smooth transitions between detention, detention alternatives, diversion, probation, and KJCC supervision, the Specialist ensures a seamless journey for youth within the system. Ultimately, by focusing on addressing the criminogenic needs of youth through close collaboration with families, the RJ Specialist significantly enhances the effectiveness of the juvenile justice system by improving family engagement, facilitating access to vital services, and supporting the successful reintegration of youth back into the community.

4. There are a large number of youths in our community who are either not in school or they are in an online schooling program. It is well documented that youth who are not in school during the day are much more likely to engage in delinquent behavior. It is the main goal of the Day Reporting Program Specialist to create and maintain a day reporting program in our Juvenile Services Building to help supervise the youth during the day and helping them complete their schoolwork, learn life skills, schedule programming and cognitive classes, and go on educational trips around the Kansas City, metropolitan area.

Describe the problem(s) and issue(s) to be addressed. This information should include an analysis of current activities addressing the problem(s), what is working, what is not, and identifying existing gaps. Response should be no less than five sentences

1. The primary problem is the need to effectively address the social and emotional needs of at-risk youth. Many young people struggle with challenges like poor decision-making, low self-esteem, difficulty regulating emotions, and weak relationships, which can negatively impact their academic performance, mental health, and overall well-being. WhyTry is crucial because: Evidence-Based: It's grounded in research and aligned with the National Center on Response to Intervention (NCRI) framework, ensuring a structured and effective approach. Focus on Key Skills: By targeting essential areas like decision-making, emotional regulation, and resilience, WhyTry equips youth with the tools they need to navigate challenges and thrive. Targeted Approach: It specifically focuses on Moderate to Very High-Risk Youth, ensuring that resources are directed towards those who need them most. Ongoing Support: The 5-week group format provides consistent support and opportunities for skill development over time.

2. The juvenile justice system often fails to adequately address the needs of families, leading to disengagement, limited access to appropriate services, and ultimately, poorer outcomes for youth. Many families lack knowledge about the juvenile justice process and feel overwhelmed or powerless to advocate for their children. This lack of family engagement can hinder the effectiveness of interventions and increase the likelihood of youth re-offending. While some efforts are made to involve families, such as court-mandated meetings, these efforts can be inconsistent and ineffective. Many families face significant barriers to participation, including transportation issues, childcare challenges, and lack of trust in the system. The role of the Family Engagement Specialist is crucial in addressing these issues by proactively reaching out to families, providing support and guidance, and empowering them to actively participate in their child's case. By building strong relationships with families and connecting them with necessary resources, the FES can improve family engagement, enhance the effectiveness of interventions, and ultimately improve outcomes for youth within the juvenile justice system.

3. The juvenile justice system often struggles to effectively address the underlying causes of youth delinquency, leading to recidivism and long-term negative consequences. One significant problem is the lack of focus on restorative justice principles, which emphasize repairing harm caused by criminal behavior and promoting accountability and healing. While some efforts are made to address the needs of youth, such as providing access to certain programs, these efforts can be inconsistent and lack sufficient coordination. Furthermore, systemic barriers, such as limited access to mental health and substance abuse treatment, inadequate family support, and racial disparities in the system, continue to hinder the successful rehabilitation of many youth. The role of the Restorative Justice Specialist is crucial in addressing these issues by bridging the gap between the justice system and the community, fostering collaboration, and advocating for a more holistic and restorative approach to youth justice.

4. The primary problem is the significant number of youth in the community who are not actively engaged in traditional school settings, whether they are not enrolled or participating in online programs. This lack of consistent school attendance poses a significant risk, as research strongly indicates a correlation between school disengagement and increased involvement in delinquent behavior. While some efforts may exist to address this issue, such as truancy interventions or alternative education programs, these may not be adequately addressing the root causes of school disengagement or providing sufficient support for these youth. Existing gaps may include limited access to quality educational resources, inadequate support services for students with learning disabilities or other special needs, and a lack of engaging and relevant educational opportunities.

Evaluation

Projected Change: Please specify, what changes may be expected in knowledge, behaviors, skills, etc. of youth who participate in funded programs and how the change will be identified.

1. The Program Specialist, who currently works within the TRACK program, will also be implementing the WhyTry Program. WhyTry is an evidence-based social and emotional learning (SEL) program that utilizes a research-informed

curriculum aligned with the National Center on Response to Intervention (NCRI) guidelines. This program specifically targets the development of key social-emotional skills, including decision-making, positive self-esteem, emotional regulation, resilience, healthy peer relationships, effective problem-solving, a strong work ethic, a sense of responsibility, healthy relationships, and self-efficacy. Moderate to Very High-Risk Youth will have the opportunity to participate in these ongoing WhyTry groups, which will be conducted every five weeks.

2. Youth who participate in programs facilitated by the Family Engagement Specialist are expected to experience positive changes across various domains. These include increased family engagement, characterized by improved communication and relationships within the family, greater family participation in court proceedings, and a deeper understanding of the juvenile justice system and available resources. Additionally, youth are expected to demonstrate improved outcomes, such as reduced recidivism rates, improved school attendance, and decreased involvement in delinquent behaviors. Furthermore, skill development in areas such as communication, problem-solving, conflict resolution, and self-regulation is anticipated. These changes will be identified through various methods, including data collection, program evaluations, and regular assessments, allowing for the effective measurement of program impact and the necessary adjustments to improve outcomes for youth and families.

3. Youth participating in funded programs are expected to demonstrate positive changes in their knowledge, behaviors, and skills. These changes may include increased understanding of the legal system, the impact of their actions, and available community resources. Additionally, youth may exhibit reduced re-offending rates, improved school attendance, and increased prosocial behaviors. Enhanced skills, such as communication, problem-solving, and conflict resolution, are also anticipated outcomes. These changes will be identified through various methods, including data collection (quantitative and qualitative), program evaluations, and regular assessments. By tracking these changes, the program can effectively measure its impact and make necessary adjustments to improve outcomes for youth.

4. Youth who participate in the day reporting program are expected to experience significant positive changes. These include improved academic performance, evidenced by increased school attendance rates, improved grades, and successful completion of schoolwork. A reduction in delinquent behavior, including decreased involvement in criminal activity and substance abuse, is also anticipated. Furthermore, the program aims to enhance participants' life skills, such as decision-making, problem-solving, and essential life skills like budgeting and cooking. Positive behavioral changes, including increased responsibility, improved social skills, and a more hopeful outlook, are also expected outcomes. These changes will be identified through various methods, including data collection, program evaluations, and regular assessments, allowing for the effective measurement of program impact and the necessary adjustments to improve outcomes for all participants.

Monitor and Evaluation Process: Describe the process the Judicial District will utilize for monitoring and evaluating each program/service(s). Include specific details/timelines of when and how the program will be evaluated, along with what steps will be taken to complete the evaluation process.

1. The TRACK program will be monitored by the TRACK supervisor and will be observed by the Quality Assurance Supervisor quarterly. The Restorative Justice Supervisor will track all the program data on the Reinvestment Report.
2. The Family Engagement Specialist will be observed by the Quality Assurance Supervisor quarterly. The Restorative Justice Supervisor will track all the program data on the Reinvestment Report.
3. The Restorative Justice Specialist will be observed by the Quality Assurance Supervisor quarterly. The Restorative Justice Supervisor will track all the program data on the Reinvestment Report.
4. The Program Specialist (Day Reporting) will be supervised by the Quality Assurance Supervisor. The Restorative Justice Supervisor will track all the program data on the Reinvestment Report.

Monitoring and Evaluation Contact: Provide who will be responsible for monitoring and evaluating the program/service at the provider level for each program/service and Judicial District level. Please include their name, title, work address, phone number, and email address.

Cognitive/TRACK Supervisor: James Williamson (913)573-8669; jwilliamson@wycokck.org
Quality Assurance Supervisor: Shakila Stewart (913)573-8941; shakstewart@wycokck.org
Restorative Justice Supervisor: James Schroeder (913)573-2954; jschroeder@wycokck.org
Juvenile Administrator: Bonnie Mejia (913)573-2780; bmejia@wycokck.org

Program Safeguards: Describe what safeguards the Judicial District has put in place if a community partners program is not achieving the goals identified on the Funds Request Form.

The four positions discussed work in our office and is a regular employee for Wyandotte County Community Corrections- Youth Services. If services are not provided at an appropriate level, coaching, training, and further disciplinary actions will be taken as is required per HR Policy. Additionally, all four programs give an update to the

board at the quarterly JCAB meetings.

Implementation Timeline: To allow for the successful integration of evidence-based programs/services, Kansas Department of Corrections (KDOC) will allow programs a planning period of 90 days, starting on the date of award approval. Additional information has been provided on the Funds Request form. As the applicant, what steps will be put in place to make sure the timeline is adhered to?

The four positions to be funded by Reinvestment monies are already in place and all training has been completed. Services are on-going.

Community Partnerships

Each of the following documents must be completed by the program/service provider and uploaded with the application.

Funds Request Form: A funds request form is an additional document that provides specific details for each program requesting funds from KDOC. Documentation shall include program information, what needs the program is seeking to address, description of proposed service/program, completion criteria, target population, what evidence-based curriculum or best practices will be utilized, evaluation process, the data that will be measured and how it will be measured to reach program goals and the amount of funds being requested to support the program. If a Funds Request Form is not received for each community partnership, the application will not be considered for funding.

Funds Request Form

FY2026-2027 Reinvestment Funds Request Form.xlsx

Referral Form: Each community partner must provide the referral form that will be utilized for youth to be enrolled in the program/service.

Memorandum of Understanding/Agreement (MOU)/MOA)

KDOC standards state that "Agency policy, procedures, and practice shall require a written Memorandum of Understanding (MOU) / Memorandum of Agreement (MOA) whenever the agency and another public or private entity enter into partnership. At a minimum the MOU/MOA shall outline the services, the cost of services (if applicable), and the entity responsible for the delivery of services".

Please acknowledge that a signed copy of all agreements (MOU/MOA) will be provided to KDOC within 90 days if awarded funds.

- ☒ Yes
☐ No

Juvenile Justice Basics for Community Partners Required On-Line Training

If awarded funds from this opportunity, each community partner will be required to complete the Juvenile Justice Basics for Community Partners, on-line training after the award letter is received and before funds will be released.

The on-line training is an overview of several areas: the Juvenile Justice system in Kansas, Evidence Based Practices, Principles of Effective Intervention, Cognitive and Social Learning theories, and the Stages of Change.

Juvenile Justice Basics for Community Partners On-Line Training Requirement Acknowledgement

- ☒ I understand and agree that each member and community partner will be required to complete the Juvenile Justice Basics for Community Partners training prior to receiving funds, if awarded.

Program Quarterly Reporting

Each Judicial District will be responsible for submitting program quarterly reports as defined in the grant funding announcement.

Community Partnership 01

Community Partner Name 01

How much is being requested to allocate towards funding community partner 01?

\$180,196.64

Program Fund Request Form: Please upload the completed Fund Request Form for community partner 01.

FY26 Reinvestment Grant_Day Reporting.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 01.

Reinvestment Grant Referral Form.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

Reinvestment Justification for No MOU.docx

Community Partnership 02

Will the proposed program/service be provided by a second community partnership?

- ☒ Yes
☐ No

Community Partner Name 02

Family Engagement Specialist

How much is being requested to allocate towards funding community partner 02?

\$213,450.00

Program Fund Request Form: Please upload the completed Fund Request Form for community partner 02.

FY26 Reinvestment Grant_Family Engagement.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 02.

Reinvestment Grant Referral Form.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

Reinvestment Justification for No MOU.docx

Community Partnership 03

Will the proposed program/service be provided by a third community partnership?

- ☒ Yes
☐ No

Community Partner Name 03

Restorative Justice Specialist

How much is being requested to allocate towards funding community partner 03?

\$181,063.12

Program Fund Request Form: Please upload the completed Fund Request Form for community partner 03.

FY26 Reinvestment Grant_Restorative Justice.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 03.

Reinvestment Grant Referral Form.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

Reinvestment Justification for No MOU.docx

Community Partnership 04

Will the proposed program/service be provided by a fourth community partnership?

- ☒ Yes
☐ No

Community Partner Name 04

Cognitive Program Specialist (TRACK)

How much is being requested to allocate towards funding community partner 04?

\$176,296.24

Program Fund Request Form: Please upload the completed Fund Request Form for community partner 04.

FY26 Reinvestment Grant_Cognitive Facilitator.xlsx

Program Referral Form: Please upload the referral form that will be utilized for youth enrollment by community partner 04.

Reinvestment Grant Referral Form.pdf

MOU/MOA: Please upload the MOU/MOA from the proposed community partner. If a signed MOU/MOA is not available, an unsigned MOU/MOA will be accepted at the time of the application submission.

Reinvestment Justification for No MOU.docx

Community Partner 05

Will the proposed program/service be provided by a fifth community partnership?

- ☐ Yes
☒ No

Community Partner 06

Will the proposed program/service be provided by a sixth community partnership?

- ☐ Yes
☒ No

Fiscal and Budget Considerations and Instructions

Planning Allocations

FY26-27 Juvenile Reinvestment Allocations Spreadsheet

FY26-27 Reinvestment Grant Allocations.pdf

Fiscal and Budget Justification

General Information

Agencies may only budget for allocated amount provided by KDOC.

Agencies may only budget for expenditures for the two-year time period in which the agency has been approved.

Budgeting for expenditures, including pre-paid costs beyond the two-year award period is not allowed.

BUDGET CATEGORIES AND LINE ITEMS

Budget Categories

- Categories are pre-defined; no additional categories may be created by the applicant.

Budget Line Items

Applicants will enter budget amounts per line items:

- Applicants are required to utilize the pre-defined line-item descriptors provided.
- Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.
- Line Items listed as "other" can be utilized to enter budget items not already predefined. Please provide a narrative under "Details" on the "Non-Personnel Narrative" Tab.

Unallowable Cost

Applicants may not budget for the following costs with state grant funds.

- **Entertainment Costs:** Costs of entertainment including amusement, diversion, social activities, and any costs directly associated with such costs (i.e. tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
- **Independent Audit Costs:** KDOC funds cannot be used to pay for the cost of independent audit work. These costs are the responsibility of the Grantee.
- **Lobbying:** Grantee may not use KDOC funds for any activities aimed at influencing decisions regarding grants, contracts, cooperative agreements, etc.
- **Late Fees/Interest Charges:** Grantee cannot use KDOC funds to pay late fees, interest charges, or finance charges.
- **Food Purchases:** Food purchases for employees are unallowable. This does not include per diem reimbursements to staff in travel status.
- **Salary and Wage Costs:** Grantee may not fund bonuses or other financial incentives outside of a position's normal salary costs with KDOC grant funds. Grantee must demonstrate salaries for all positions are reasonable and consistent with market rates.
- **State general funds shall not be used in the purchasing of firearms/weapons, accessories, or related trainings for employees or contract staff with the exception of less than lethal for adult community corrections agencies.**
- **Costs which are used to meet cost sharing or matching requirements of any other grant in either the current or the prior period, except as specifically authorized by KDOC.**

The document attached below provides the Budget Categories, Line-Item Descriptors, and a Glossary. Please review it prior to creating your budget.

Budget Instructions

A BUDGET MUST BE COMPLETED FOR EACH APPLICATION AS A WHOLE AND HOW MUCH WILL BE ALLOCATED TO EACH PROGRAM/SERVICE INCLUDED IN THE APPLICATION UTILIZING THE WORKBOOK BELOW.

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS, AND PAYMENTS.

Supplanting

- The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited.
- The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable, however, the Grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds.
- Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring and audit.

Comingling of Funds

COMINGLING: Combining funds from local, state, and/or federal agencies in one general ledger account or fund.

The accounting systems of all grantees must ensure KDOC funds are not comingled with funds from other local, state, and federal agencies. Each grant award (adult and/or juvenile) must be accounted for in separate general ledger accounts.

A copy of KDOC Financial Rules and Guidelines is provided in the link below.

Budget Information and Documentation

KDOC Financial Rules and Guidelines: Click on the link to access the most recent KDOC Financial Rules and Guidelines.

[FY26-27 KDOC Financial Rules and Guidelines rev 12.2024.pdf](#)

Budget Documentation: Click on the link to access the general budget information.

[Budget Instructions.pdf](#)

Budget Workbook: Click on the link to access the master budget workbook. In this workbook, there are sheets for both Adult and Juvenile Information. Only use the sheets that are applicable. It is also important to note the budget amount must match the allocation.

[FY26 Budget Workbook.xlsx](#)

Signatory Approval

Utilize Form FY26-27 Form SIG_APPRVL_Juvenile Evidence-Based Programs Grant to obtain the required grant application signatory approvals.

[FY26-27 Form-SIG_APPRVL_Juvenile Evidence-Based Programs Grants .pdf](#)

Attach the signed copy of Form-SIG_APPRVL_Juvenile Evidence-Based Programs Grant here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency.

Additional Documentation Upload

This area allows for any additional documentation to be uploaded, and include, but is not limited to, curriculum, lesson plans, event schedules, calendars, program position descriptions, evidence-based or best-practices support document, etc.

Additional Upload

Additional Upload

Additional Upload





Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Troy Shaw, County Engineer/ Interim Director of Public Works tshaw@wycokck.org x5416	Public Works
AGENDA ITEM #9.2.		
RESOLUTION: SOLID WASTE MANAGEMENT PLAN ANNUAL REVIEW		
BACKGROUND		
- An annual review of the solid waste management plan is due to KDHE. The UG's deadline is May 24, 2025. - Solid Waste will report that there are no changes to the solid waste management plan and will present the data collection for 2024.		
RECOMMENDATION		
Approve		
Approve resolution		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL CONSIDERATIONS		
N/A		
ATTACHMENTS		
2024-SWMP Annual Report, SW Management Plan Annual Review, annual plan update reso		

Approved by Administrator to add to agenda.

Unified Government Solid Waste Management Plan

2024 Annual Plan Update

Reporting Period: January 2024 – December 2024

The 2024 Annual Update intends to identify any changes to the County's solid waste management system since the approval and adoption of the solid waste management plan. The most recent 5-year update to the Wyandotte County Solid Waste Management Plan (SWMP) was approved by the Kansas Department of Health and Environment (KDHE) in May 2022. The following information provides updates of studies with identifiers (ID) referencing the Implementation Plan actions, Appendix A of the SWMP, attached. No adjustments or changes to the plan are proposed.

Residential Collection Data

Kansas City, Kansas (KCK), and Bonner Springs, Kansas, have contracts with Waste Management (WM) for curbside residential trash and recycling collection. In addition, the city of Edwardsville contracts independently with KC Disposal for trash and recycling services. The following data represents the trash and recycling that WM reported for the Kansas City/Bonner Springs contract and KC Disposal for the Edwardsville contract.

	2022 Tons		2023 Tons		2024 Tons	
	Trash	Recycling	Trash	Recycling	Trash	Recycling
Kansas City & Bonner Springs	58,436.6	2,238.5	56,241.12	1,831.66	47,493.3	1,351.99
Edwardsville	738.4	176.8	977.6	202.8	246.4	166.4

Recycling and Yard Waste Center

The Unified Government (UG) operates a Recycling & Yard Waste Center located at 3241 Park Drive. The facility collected yard waste, glass, and co-mingled recyclables. The facility is open from 10 am to 3 pm on Saturdays from January to March and Thursday through Saturday from April until December. There are two 30-yard roll-offs to collect yard waste and brush, and they are serviced every week by WM. There are four 6-yard recycling containers serviced weekly by WM. There is one Ripple Glass collection roll-off that is serviced as necessary. The following table represents the reported quantities collected at the facility.

Year	Yard Waste in Tons	Mixed Recycling in Approximate Yards	Glass Recycling (Ripple) in Tons
2022	487.87	300	8.95
2023	573	300	10.65
2024	316.85	326.4	4.78

Household Hazardous Waste Center

The UG operates a Household Hazardous Waste Collection Facility (HHW) at 2443 S. 88th Street. Collection events are typically hosted one Saturday a month from April to October.

The following table reports the data associated with the HHW program, including the annual collection events and the total tons of material collected and processed by the vendor Clean Earth.

Year	Number of HHW Events	HHW Annual Quantity in Tons
2022	7	47.02
2023	7	49
2024	7	45.36

Dumpster Days

The County consistently hosts two Dumpster Days events annually to efficiently collect the community’s bulky waste and electronics recyclables. The program has achieved resounding success, providing residents with a valuable opportunity to recycle electronic waste for a nominal fee and responsibly dispose of unwanted bulky items such as mattresses and appliances. Initiated in 2021 as a single 2-day event, the program’s overwhelming success led to its expansion, and it has been offered twice each year since then. The following table presents the data reported during these events, showcasing the positive impact on waste reduction and responsible disposal practices. As the program has proven to be a valuable community service, the County is committed to continuing Dumpster Days.

Year	Dumpster Disposal in Tons	E-waste in Tons	Bulky Reuse/Repurpose in Tons	Participant Count
2022	39.76	17.26	11.7	389
2023	44	N/A	8	499
2024	94.14	3.31	5.5	634

New Initiatives

Facilities

ID 4.1 Collection Services: Consider and evaluate municipally provided residential MSW services.

Action Item: Enhancements were made at the Recycling and Yard Waste Center, showcasing a commitment to modernization and improved user experience. Notable upgrades include a revamped heating/cooling system, removing outdated furniture to create a more spacious environment, introducing WiFi connectivity, and partial facility upgrades, including flooring and a water fountain. These improvements elevate the center’s efficiency, comfort, and overall functionality, providing a more user-friendly and sustainable space.

Action Item: The solid waste team initiated an analysis of recycling requirements across UG facilities. Collaboratively engaging with the Building and Logistics Division (B&L). Discussions with B&L were conducted to thoroughly understand existing processes,

explore available options, and identify necessary enhancements to optimize recycling practices within the facilities.

Residential Refuse

ID 5.1 Transition to county-wide cart-based refuse service.

Action Item: The Waste Management Carts Demo Initiative is a phased program to enhance waste management services while maintaining the existing service. The initiative involves introducing an improved and organized system utilizing carts, provided at no cost to the UG residents. The collaboration between the public works staff and WM resulted in a well-planned timeline. Meetings with the Solid Waste Committee and commissioners and the development of resident messaging were critical components of the initiative, with the goal of implementation in 2025.

Household Hazardous Waste

ID 11 Continue monthly collection events

Action Item: The event is continually held from April through October annually.

Education and Outreach

ID 12 Continue Public education and outreach efforts. Utilize clear, simple, consistent messaging and utilize existing resources when possible.

Action Items: Staff conducted several outreach efforts to educate the public about solid waste and recycling services and programs. The following efforts were conducted:

- Partnered with Re.Use.Full to launch the Community Recycling Challenge. Provided educational handouts and educated residents about recycling plastic and drop-off sites.
- Updated PDF documents to hand out and make available online for trash and recycling FAQs.
- Updated web content for the Solid Waste Division webpage.
- Developed and deployed a dedicated trash and recycling holiday webpage
- Social media posts and TV/radio ads about service delays and upcoming events (HHW/Dumpster Days).
- Educated residents via emails, phone calls, and site visits from requests received through PayIt, the 3-1-1 call center, and DotteNews (newsletter).
- Worked with Neighborhood Resource Council and Community Policing to address graffiti, illegal dumping, and bulk trash problem areas.
- Participated in the NRC's Civic Connect, Commissioner town hall, and neighborhood meeting (HOA's) presentations to discuss the Solid Waste Management Program, its opportunities and challenges, and what the future of recovery and elimination could look like in KCK.
- Engaged in proactive discussions with elementary, middle, and summer school students on the topic of recycling; attended Touch a Truck event.

- Educated internal stakeholders on future opportunities and needs, recycling rates, and customer service regarding solid waste operations and options.
- Trash holiday schedule on magnets; given out to the community during events.

Other Initiatives

Action Item: Partnered with Re.Use.Full to launch the Community Recycling Challenge. In five months, one thousand pounds of plastic was collected to create a park bench.

Action Item: The Solid Waste Division collaborated with the Street Division to provide free mulch to the community. Yard waste collected at the Recycling and Yard Waste Center was processed into mulch by a third-party vendor, allowing residents to access mulch at no cost.

Action Item: In collaboration with WM, the Public Works and Solid Waste team planned the customer service transition for 2025. The planning process included establishing the live date, developing a weekly reporting plan, creating a comprehensive communication strategy, and preparing customer information inserts to be included with their bills.

SOLID WASTE MANAGEMENT PLAN
APPENDIX A – IMPLEMENTATION PLAN
ADOPTED MAY 2022

	ID	Recommendation	Priority	Timeframe	Key Action Items and Notes	Responsible Party
Facilities	4.1	Collection Services: Consider and evaluate municipally provided residential MSW services	Low	Long-term	To be evaluated 3-4 years prior to the end of the current collection contract.	
	4.2	Transfer Station: consider and evaluate municipal facility	Low	Long-term	The role of transfer stations may grow as regional landfill capacity decreases.	
	4.3	Organics Processing Facility: consider and evaluate a municipal facility	High	Near-term	Evaluate sources and quantities of organic materials generated within the County and potential locations for the development of infrastructure. Consider public-private partnerships.	
Residential Refuse	5.1	Transition to county-wide cart-based refuse service.	Low	Long-term	To be evaluated 3-4 years prior to the end of the current collection contract. Planning and procurement of carts, including zoning and code changes. A variance would need to be allowed for residents where carts are not practical.	PW, attorney, consultant
	5.2	Provide additional services: bulky items, yard trimmings			See sections below	
Residential Recycling	6.1	Provide all customers with a collection container	High	Near-term	As part of the current contract with WM, all customers pay for recycling service but have not yet received a collection container.	PW, service provider

	ID	Recommendation	Priority	Timeframe	Key Action Items and Notes	Responsible Party
	6.2	Transition to county-wide cart-based recycling service.	Medium	Near to mid-term	Planning and procurement of carts including zoning and code changes. A variance would need to be allowed for residents where carts are not practical.	PW, attorney, consultant
	6.3	Consider every other week collection frequency	Low	Long-term	During the next procurement process, seek bids for a variety of service frequencies including weekly and every other week. Every other week collection is most likely less costly than weekly collection and may allow for additional services on alternating weeks.	PW, Purchasing, consultant
Bulky Item	7.1	Reduce bulky item collection frequency				PW, attorney, consultant
	7.2	Provide separate bulky item collection		Long-term	Procure service in the next bid procurement process. Request a variety of options, including collection monthly, quarterly, and call-in.	PW, Purchasing, consultant
	7.3	Investigate opportunities for bulky item drop-off	Medium	Mid-term	Consider including requirements to allow residents to drop off bulky items through contract service agreements and special use permits at solid waste facilities (i.e., Republic Transfer Station). Consider adding bulky item drop-off to the Unified Government Recycling and Yard Waste Facility.	PW, Business License

	ID	Recommendation	Priority	Timeframe	Key Action Items and Notes	Responsible Party
Yard Trimmings	8.1	Provide separate yard trimmings collection	High	Long-term	Procure service in the next bid procurement process. Request a variety of options, including collection weekly, every other week, monthly, and seasonally. Likely a minimal to moderate cost increase.	PW, Purchasing, consultant
	8.2	Continue to consider long-term potential for food scraps diversion	Low	Long-term	Consider food scraps diversion, depending on development of markets, local processing options, and residential demand.	PW
Commercial/Multifamily	9.1	License commercial haulers and require as a provision to report waste and diversion tonnages	Medium	Mid-term	Develop an ordinance that requires haulers to become licensed through County and report the amount of refuse, recyclables, and/or organics collected on an annual basis.	PW, Business License
	9.2	Business license requirement to provide for solid waste services	High	Near-term	Require as a provision of the current business licensing program that waste removal services are provided. Enforcement can be added to the Building Inspection which is already a function of the License Division's process.	PW, Business License
	9.3	Provide education and outreach	Low	Mid to Long-term	Where staffing is available, a free technical assistance program could work with businesses to identify ways that participation can be increased where diversion and recycling options exist.	PW
C&D	10	Lead by example: adopt an ordinance for county-funded projects to require a minimum standard of C&D recycling and use	Low	Long-term	This could be an adoption of LEED standards for all County projects.	PW, attorney

	ID	Recommendation	Priority	Timeframe	Key Action Items and Notes	Responsible Party
		of recycled materials				
HHW	11	Continue monthly collection events	High	Near-term	Annual program costs will remain comparable to recent years.	PW
	11	Explore opportunities to increase service frequency	Medium	Long-term	The County already has the infrastructure with a permanent HHW Facility. Increasing collection days would incur costs for staff and material disposal.	PW
	11	Explore grant funding opportunities through KDHE	Medium	Near-term	KDHE offers annual grants for HHW programs looking to expand programs and services.	PW
Education and Outreach	12	Continue current public education and outreach efforts	Medium	Ongoing	Hire or designate staff to focus on efforts.	PW
	12	Utilize clear, simple, consistent messaging	High	Ongoing		PW
	12	Utilize existing resources when possible	Medium	Ongoing	Local and national organizations offer material for public use (MARC, Resource Recycling, etc.) which may reduce costs associated with developing original public education materials. Extend outreach through community partnerships and service provider.	PW, service provider

Definitions:

Near-Term: 0 - 3 Years

Mid-term: 3 – 5 Years

Long-term: 5-10 Years

Commission Agenda Item Report

Title: Solid Waste Management Plan Annual Review

Proposed Agenda Date: April 21, 2025, PW Standing Committee

Presented by: Diana Miles, Public Works

BACKGROUND:

- An annual review is due to KDHE. The UG's deadline is May 24, 2025.
- Solid Waste will report there are no changes to the solid waste management plan and will present the data collection for 2024.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS:

- None

POLICY CONSIDERATIONS:

- N/A

PROCUREMENT CONSIDERATIONS:

- N/A

LEGAL CONSIDERATIONS:

- Legal has reviewed and provided a resolution.

RECOMMENDED ACTION:

- Approval of resolution.

COUNTY ADMINISTRATION COMMENTS:

-

MAYOR AGENDA DIRECTION:

-

RESOLUTION NO. _____

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

That the 2024 Unified Government Solid Waste Management Annual Plan Update
is hereby adopted in accordance with Kansas Department of Health and Environment
regulation K.A.R. §28-29-80.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS ____ DAY OF _____, 2025.**

Tyrone Garner, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

**Angela Lawson
Interim-Chief Counsel**



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Troy Shaw, County Engineer/ Interim Director of Public Works tshaw@wycokck.org x5416	Public Works
AGENDA ITEM #9.3.		
RESOLUTION: FEMA HAZARD MITIGATION ASSISTANCE PROGRAM GRANT APPLICATION		
BACKGROUND		
- The Unified Government has identified specific areas of stormwater deficiencies based on resident complaints and staff records of areas of past flooding issues. - The programmatic funds of the stormwater rate are not sufficient enough to fund an engineering investigation and construction feasibility of stormwater deficiencies. - The FEMA Hazard Mitigation Assistance (HMA) Program is a competitive grant program that provides funding to non-federal governments. These grants can fund a variety of projects to design and construct flood mitigation projects. - These specific areas of stormwater deficiencies meet the criteria to eligible for the HMA Program grants. - To obtain grants through the HMA program, the Unified Government must first submit a letter of intent (LOI) by June 30th to the Kansas Office of Emergency Management. Submission of a letter of intent does not encumber the Unified Government. - The State will then decide whether to invite the UG to submit a full application. The UG would then be eligible to prepare and submit a full grant application to compete for HMA grants. - The FEMA HMA grant program requires non-federal matching funds. In 2023, the State of Kansas created the \$200M Build Kansas Fund to be used by its communities for non-federal matching funds for federal grants. These funds are available on a first-come first-served basis. - The Public Works requests the following: - Committee recommendation to the full Commission for Public Works to submit LOIs to the FEMA HMA program, and if invited by the State, a full grant application to study Brenner Heights Flood Mitigation and to study a Collaborative Group for the Turkey Creek watershed. - Committee approval for Public Works to submit an application for non-federal matching funds to the Build Kansas Fund if invited to submit for a FEMA HMA grant. - The Public Works Department will bring any awards back to the committee for recommendation of acceptance by the full commission. Application for grants does not obligate funds.		
RECOMMENDATION		
Approve		
Approval to move forward; authorize staff to submit letters of intent and application to the State of Kansas		

HMA Program and Build Kansas Fund for the purpose of competing for grants to study Brenner Heights Flood Mitigation & Turkey Creek Collaborative.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

None at this time.

LEGAL CONSIDERATIONS

None

ATTACHMENTS

Resolution - FEMA HMA, APR 2025 PW Stormwater Grants RFA-FEMA HMA and Build KS, FEMA HMA RFA and Build Kansas_final

Approved by Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS TO APPLY FOR A GRANT FROM THE FEMA HAZARD MITIGATION ASSISTANCE PROGRAM.

WHEREAS, the Unified Government of Wyandotte County/ Kansas City, Kansas (“Unified Government”) is subject to a Consent Decree with the Environmental Protection Agency (“EPA”); and

WHEREAS, the Consent Decree contains an Integrated Overflow Control Program (“IOCP”) that requires the Unified Government to improve its sewer and storm water systems; and

WHEREAS, the Unified Government has identified specific areas of stormwater deficiencies based on resident complaints and staff records of areas of past flooding issues; and

WHEREAS, the programmatic funds of the stormwater rate are not sufficient enough to fund an engineering investigation and construction feasibility of stormwater deficiencies; and

WHEREAS, the FEMA Hazard Mitigation Assistance (HMA) Program is a competitive grant program that provides funding to non-federal governments; and

WHEREAS, to obtain grants through the HMA program, the Unified Government must first submit a letter of intent (LOI) by June 30th to the Kansas Office of Emergency Management.

WHEREAS, this application does not obligate funds, the Public Works Department will bring any awards back to the committee for recommendation of acceptance by the full commission.

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

Section 1. The Unified Government Board of Commissioners hereby approves application for a FEMA HMA grant.

Section 2. Further Action. That the Mayor/CEO of the Unified Government of Wyandotte County/ Kansas City, Kansas is hereby authorized to execute said Memorandum on behalf of the Unified Government, and the County Administrator is hereby authorized to take any action required and necessary to implement and satisfy the intent of this Resolution.

Section 3. Effective Date. 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 _____, 2025.**

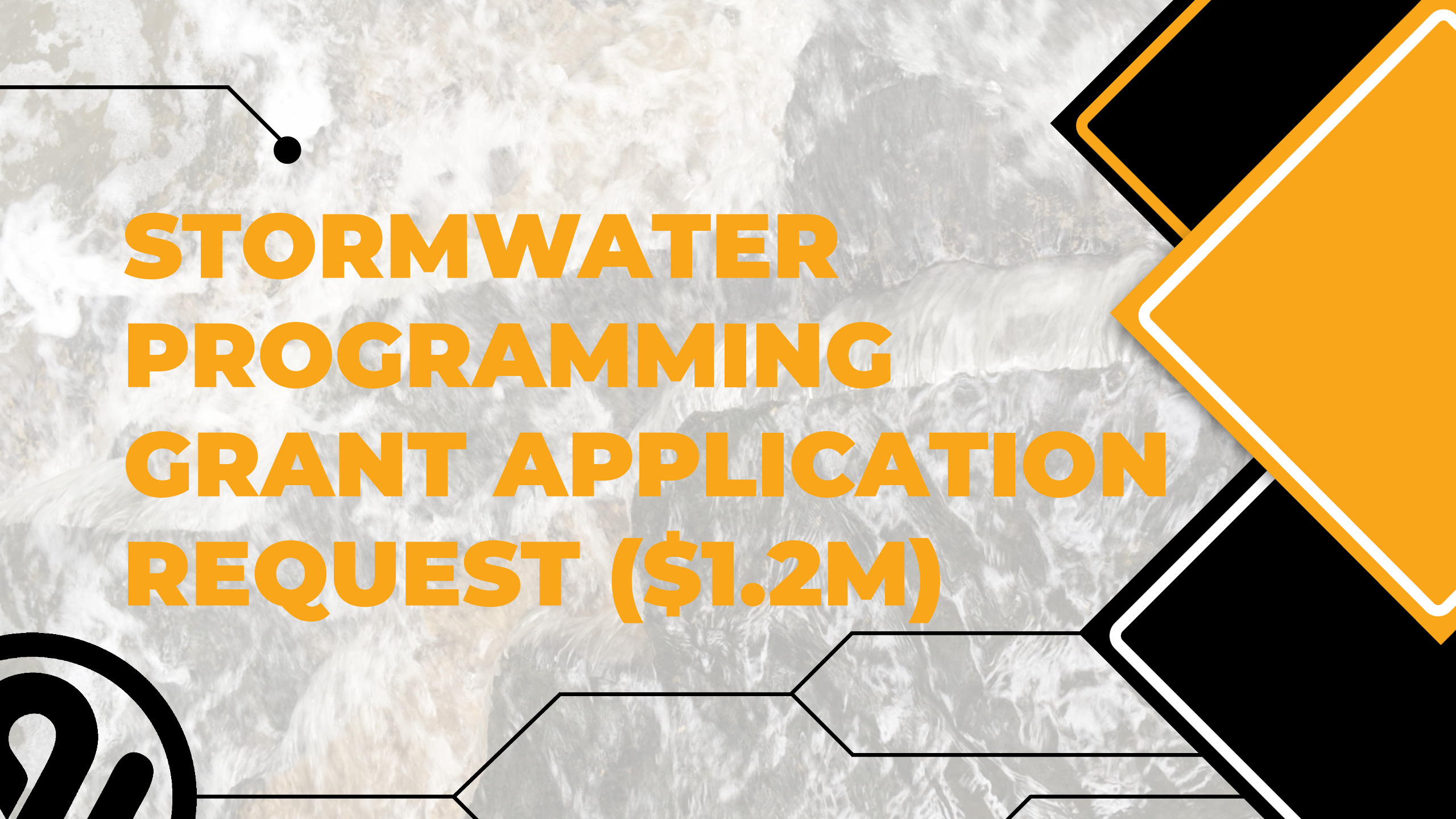
Tyrone A. Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Acting Chief Counsel

The background of the slide features a grayscale image of turbulent water, possibly a waterfall or rapids. Overlaid on this are several geometric elements: a large yellow diamond shape with a white border on the right side; a black line with a dot at the top left; and a series of black lines forming a stepped, architectural pattern at the bottom. In the bottom left corner, a portion of a black circular logo with white stylized elements is visible.

STORMWATER PROGRAMMING GRANT APPLICATION REQUEST (\$1.2M)

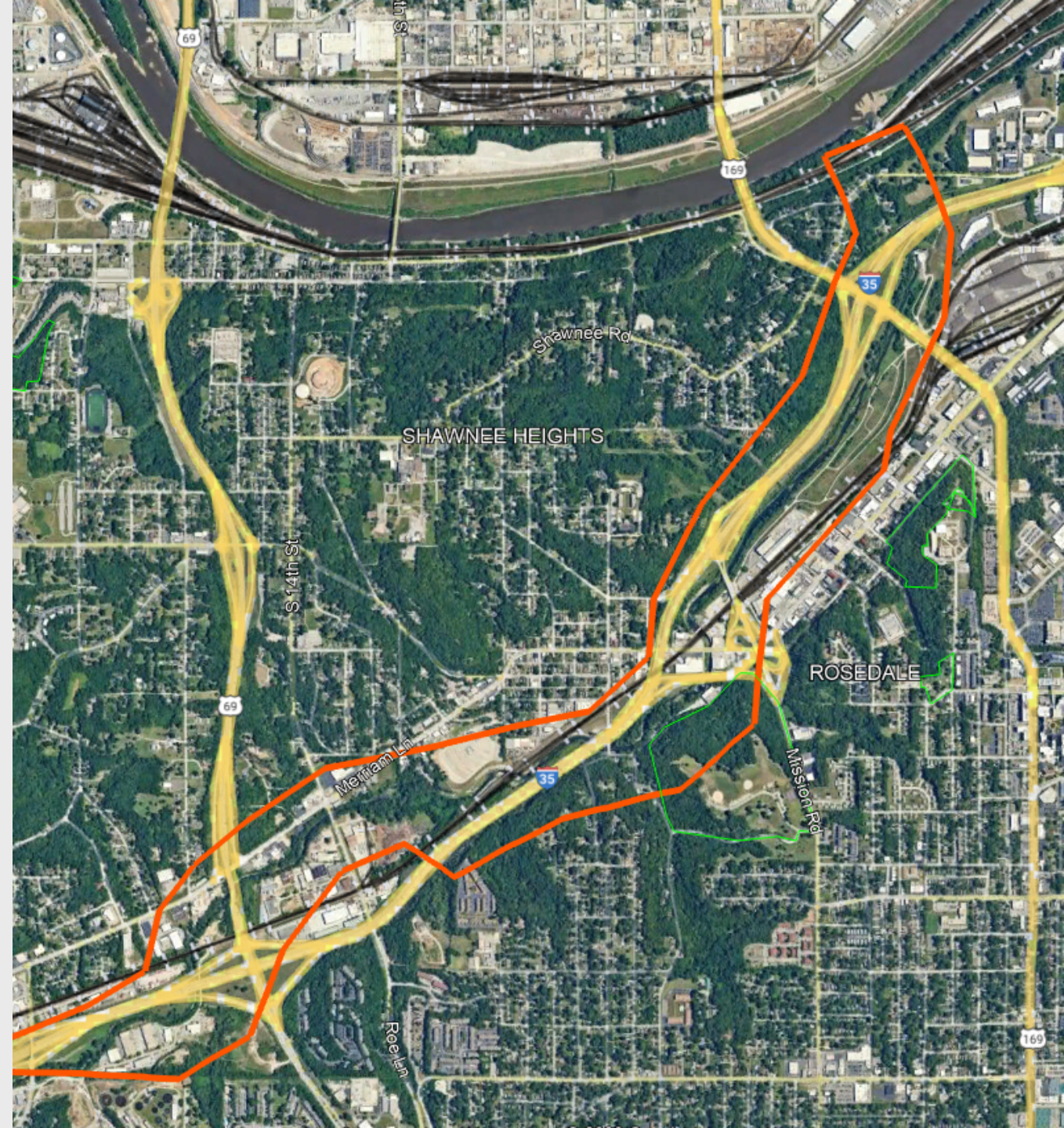
FEMA Hazard Mitigation Assistance (HMA) Program

- UG has specific areas of known flooding issues
- FEMA HMA Program:
 - Provides grants to design and construct flood mitigation solutions
 - Requires a minimum 25% local match
 - Non-Federal Funds
- Next steps:
 - Submit letter of intent to Kansas Office of Emergency Management.
 - Submit grant applications upon invitation by State.



TURKEY CREEK COLLABORATIVE GROUP

- Flood mitigation within the Turkey Creek watershed
- Budget requested: \$1M



Build Kansas Fund (Matching Funds)

- FEMA Hazard Mitigation Assistance (HMA) grants reduce the funding burden to alleviate stormwater and flooding issues but require non-federal matching funds.
- The Build Kansas Fund provides non-federal matching funds required by FEMA HMA grants, reducing or eliminating the use of Stormwater Utility budgeted program funds.
- Public Works to submit applications for the Build Kansas Fund for the FEMA HMA match requirement:
 - Brenner Heights Flood Mitigation request: \$50k
 - Turkey Creek Collaborative request: \$250k

Questions? Next Steps...

- 1 Recommendation from Standing Committee to allow Staff to submit letters of intent and grant applications for FEMA HMA Program & the Build Kansas Fund
- 2 Item to be placed on full Commission agenda for formal action of recommendation
- 3 Upon award notification, staff returns to Commission for request to accept funds

Commission Agenda Item Report

Title: FEMA Hazard Mitigation Assistance Program Grant Application

Proposed Agenda Date: Public Works and Safety Standing Committee

Presented by: Sarah Shafer and Sarah White, Public Works

BACKGROUND:

- The Unified Government has identified specific areas of stormwater deficiencies based on resident complaints and staff records of areas of past flooding issues.
- The programmatic funds of the stormwater rate are not sufficient enough to fund an engineering investigation and construction feasibility of stormwater deficiencies.
- The FEMA Hazard Mitigation Assistance (HMA) Program is a competitive grant program that provides funding to non-federal governments. These grants can fund a variety of projects to design and construct flood mitigation projects.
- These specific areas of stormwater deficiencies meet the criteria to eligible for the HMA Program grants.
- To obtain grants through the HMA program, the Unified Government must first submit a letter of intent (LOI) by June 30th to the Kansas Office of Emergency Management. Submission of a letter of intent does not encumber the Unified Government.
- The State will then decide whether to invite the UG to submit a full application. The UG would then be eligible to prepare and submit a full grant application to compete for HMA grants.
- The FEMA HMA grant program requires non-federal matching funds. In 2023, the State of Kansas created the \$200M Build Kansas Fund to be used by its communities for non-federal matching funds for federal grants. These funds are available on a first-come first-served basis.
- The Public Works requests the following:
 - Committee recommendation to the full Commission for Public Works to submit LOIs to the FEMA HMA program, and if invited by the State, a full grant application to study Brenner Heights Flood Mitigation and to study a Collaborative Group for the Turkey Creek watershed.
 - Committee approval for Public Works to submit an application for non-federal matching funds to the Build Kansas Fund if invited to submit for a FEMA HMA grant.
- The Public Works Department will bring any awards back to the committee for recommendation of acceptance by the full commission. Application for grants does not obligate funds.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS:

- None.

POLICY CONSIDERATIONS:

- None.

PROCUREMENT CONSIDERATIONS:

- None.

LEGAL CONSIDERATIONS:

- None.

RECOMMENDED ACTION:

- Recommendation by the Public Works standing committee for the Commission to authorize staff to submit letters of intent and application to the State of Kansas HMA Program and Build Kansas Fund for the purpose of competing for grants to study Brenner Heights Flood Mitigation & Turkey Creek Collaborative.

COUNTY ADMINISTRATION COMMENTS:

-

MAYOR AGENDA DIRECTION:

-



County Administrator's Office

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: April 25, 2025

BOARD POSITION: UG Board of Park Commission

INCUMBENT REPLACED: Ashley Williamson

ADDRESS: _____

TERM EXPIRATION DATE: 12/15/2027

APPOINTING COMMISSIONER: Melissa Bynum

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Andrea Generaux

ADDRESS: _____

CELL NUMBER AND EMAIL ADDRESS: _____

TERM OF OFFICE: 5/1/25 – 12-15-27

SIGNATURE OF APPOINTING COMMISSION MEMBER

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



County Administrator's Office
David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 4/25/24

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: Kevin Steele

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Commissioner Tom Burroughs

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: William Hutton

ADDRESS: _____

EMAIL / PHONE: _____

TERM OF OFFICE: 5/1/24 – 12/15/25

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS 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
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

April 22, 2025

Monica Sparks
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **MT. CARMEL CIRCLE**

Dear Ms. Sparks

Please be advised that the Engineering Division has reviewed the attached plat of **MT. CARMEL CIRCLE** located at N. Valley Street and Troup Avenue and being developed by MT. Carmel Redevelopment.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.S.
County Surveyor

Digitally signed by Troy
Shaw
Date: 2025.04.23
07:19:35-05'00'

Troy Shaw, P.E.
County Engineer

Attachments

FINAL PLAT
Mt Carmel Circle

A REPLAT OF LOTS 1 thru 9, BLOCK 9 & LOTS 1 thru 9, BLOCK 10, VALLEY PARK,
LOTS 1 THRU 3, ASHLEY PLACE,
PART OF LOTS 11 & 12, BLOCK 13, HEATHWOOD

DESCRIPTION:

A part of the Northwest Quarter, Section 4, Township 11 South, Range 25 East, Kansas City, Wyandotte County, Kansas, described as follows:
Beginning at the Northeast corner, Lot 1, Block 10, VALLEY PARK, a subdivision of record; thence S 2°14'51" E along the East line of Block 10 for 237.88 feet to the Southeast corner of Lot 9, Block 10; thence S 88°18'06" W along the South line of Lot 9 for 10.00 feet; thence S 2°03'20" E for 83.61 feet to the South line of Lot 11, Block 13, HEATHWOOD; thence S 88°15'52" W along the South line of Lot 11, Block 13, HEATHWOOD and the South line of Lot 1 Ashley Place for 320.00 feet to the Southwest corner of Lot 1, Ashley Place; thence N 2°03'20" W for 83.82 feet to the Northwest corner of Lot 3, Ashley Place; thence N 88°18'06" E for 30.50 feet to the Southwest corner of Lot 9, Block 9, VALLEY PARK; thence N 2°11'50" W for 236.71 feet to the Northwest corner Lot 1, Block 9; thence N 88°04'35" E along the South right of way line of Troup Avenue (50' r/w) for 299.29 feet to the Point of Beginning. Containing 97,832.28 sq. ft or 2.25 acres more or less.

STREETS: The streets shown on this plat and not heretofore dedicated to public use as thoroughfares, are hereby so dedicated.

DEDICATION: The undersigned proprietors of the hereon described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as

"MT. CARMEL CIRCLE".

RIGHT OF ENTRANCE: The right of entrance and egress in travel along any street or drive within the boundaries of the property is hereby granted to The Unified Government, for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Service for the delivery of mail; provided, however, such right of ingress and egress does not include any obligation to contribute for any damage to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither The Unified Government nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

EASEMENT DEDICATION: An easement is hereby granted to The Unified Government, for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable TV and surface drainage, including, but not limited to, underground pipes and conduits, pad mounted transformers, services pedestals, any or all of them upon, over, under and along the strips of land designated utility easements (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated utility easements, by virtue of their existence, do hereby covenant, consent, and agree that they shall be subordinate to said public right of way in the event that additional public right of way is dedicated over the location of the utility easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or there over any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of The Unified Government, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation of fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the Department of Public Works as to utility easements, and/or written approval of the Director of Water Services as to water main easements.

CITY PLANNING COMMISSION:

This plat of "MT CARMEL CIRCLE", a subdivision has been submitted and approved by the Unified Government of Wyandotte County, Kansas City, Kansas

APPROVED:

KANSAS CITY, KANSAS PLANNING COMMISSION:

_____, Chairman
JEFF CARSON

_____, Secretary
GUNNAR HAND, AICP
Recommended for approval by the Unified Government Engineer, this _____ day of _____, 2024.

_____, County Engineer
TROY SHAW, P.E.

UNIFIED GOVERNMENT SURVEYOR:

This survey has been reviewed for filing, pursuant to KSA 58-2003, 58-2005, and 58-2011, for content only and is in compliance with those provisions. No other Warranties are extended or implied.

BRENT E. THOMPSON KS P.S. 1277/ L. ALLEN GREENWOOD KS P.S. 654

REGISTER OF DEEDS:

STATE OF KANSAS)
SS
COUNTY OF WYANDOTTE)

This is to certify that this instrument was filed for record in the Register of Deeds office on this _____ day of _____, 2024, at _____ o'clock and is duly recorded.

_____, Register of Deeds
SUSAN P. NELSON

_____, Deputy
MARGARET A. ORENDAC

The dedications shown hereon, if any, are accepted by the Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas this _____ day of _____, 2024.

_____, U.G. Mayor / CEO
TYRONE GARNER
_____, Interim Unified Government Clerk
MONICA SPARKS

NOTES:

- This property is in designation Zone X other areas (areas determined to be outside the 0.2% annual chance floodplain) according to the Federal Emergency Management Agency National Flood Insurance Program Boundary and Floodway Map, Wyandotte County Kansas, City of Kansas City, Community Panel Number 2003630160E, Map No. 20209C0160E dated February 5, 2014.
- The bearings shown are in accordance with the State Plane Coordinate System, Kansas North Zone, NAD83 datum.
- The proposed walks will be constructed when each lot is improved.

I hereby certify that the within Plat of "MT CARMEL CIRCLE" subdivision is based upon an actual survey made by me or under my direct supervision, and that said survey meets or exceeds the current minimum standards for property boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey, of the State of Kansas, and Kansas Standards for Property Boundary Surveys, established by the Kansas Board for Architects, Professional Engineers and Land Surveyors. I further certify that I have complied with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

THOMAS W. CLEMONS, KS P.L.S. NO. 854

Thomas Clemons
Area Surveyors

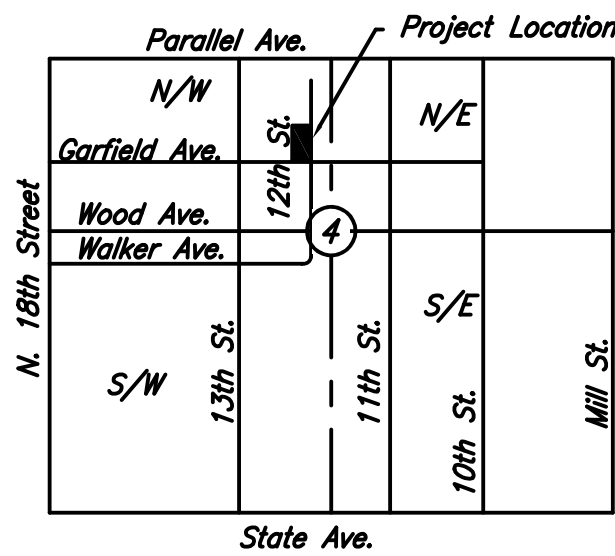
2800 Robinson Pike Road
P.O. Box 324 Grandview, Missouri 64030
(816) 941-7557 survey@kc.rr.com

DEVELOPER:
MT. CARMEL REDEVELOPMENT CORPORATION
1130 TROUP AVENUE
KANSAS CITY, KANSAS 66104

LEGEND

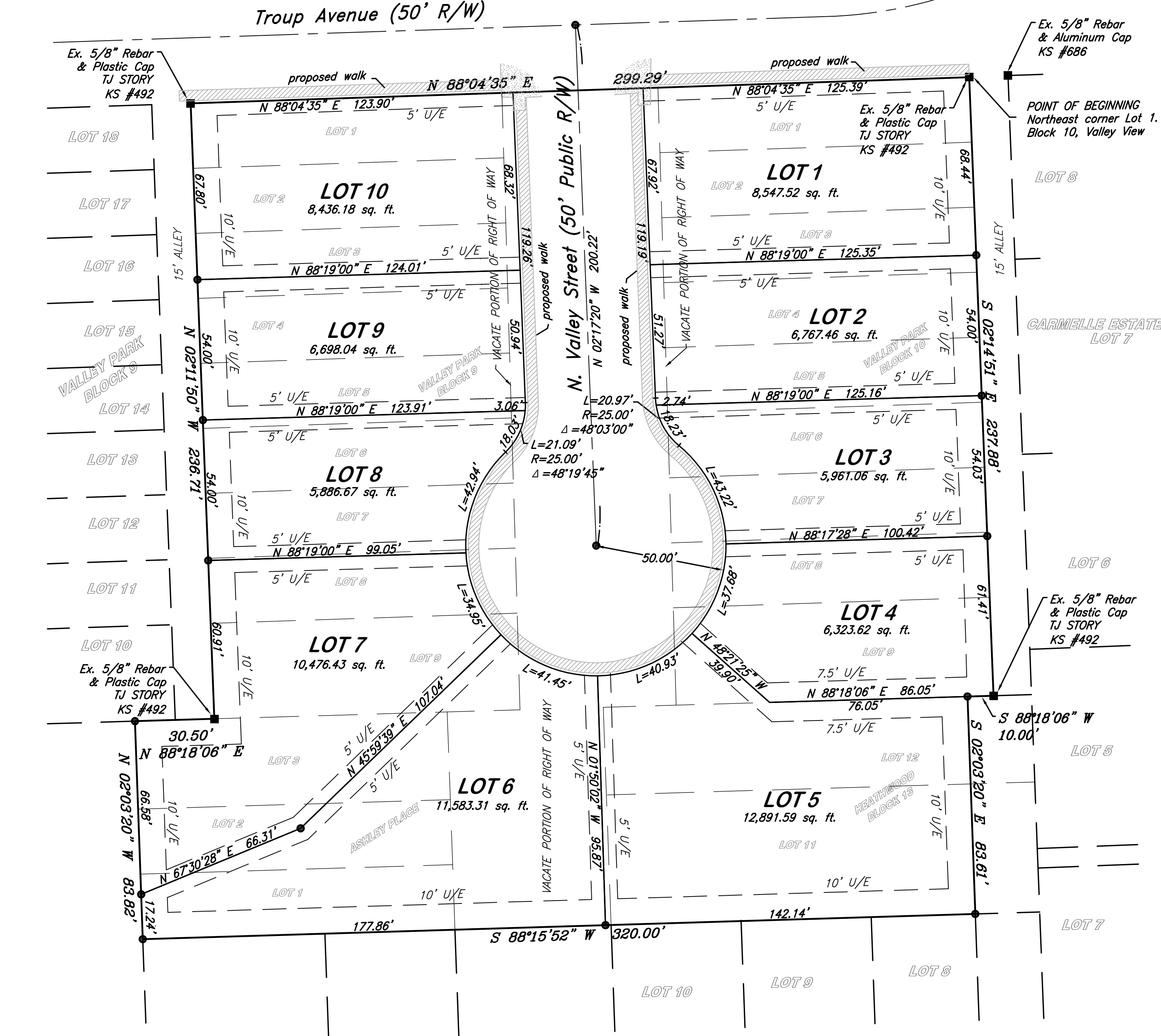
- EXISTING 1/2" REBAR
- SET 5/8" REBAR & ALUMINUM CAP
KS PLS #854
- SET 1/2" REBAR & PLASTIC CAP
KS PLS #854
- UTILITY EASEMENT

SCALE: 1"=30'
DATE: APRIL 25, 2024



SEC. 4, T-11-S, R-25-E

0 30 60



CLOSURE REPORT

S 87°46'49" W 231.00 ft.
N 2°09'34" W 279.62 ft.
N 87°56'11" E 226.50 ft.
S 2°09'34" E 142.00 ft.
N 87°51'30" E 4.50 ft.
S 2°09'34" E 137.00 ft.

Closure N 1°09'25" E 0.0033 ft.
1:309,278.79

IN TESTIMONY WHEREOF, Wyandotte County Land Bank have caused these presents to be signed by its manager Jud Knapp this _____ day of _____, 2024.

Jud Knapp, Land Bank Manager

State of Kansas)
County of Wyandotte)
On this _____ day of _____, 2024, before me appeared Jud Knapp, to me personally known, who by me sworn, did say that he is Manager of Wyandotte County Land Bank and that said instrument was signed in behalf of said owners and he acknowledged said instrument to be the free act and deed of said owners.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my seal in said County and State, the day and year last written.

My Commission Expires: _____

Notary Public

Print Name



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

April 23, 2025

Ms. Monica Sparks
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for **PREMIER FARMS**

Dear Ms. Sparks

Please be advised that the Engineering Division has reviewed the attached plat of **PREMIER FARMS** located at Kansas Highway 5 and 107th Street (Sam Clark Lane) and being developed by Brent A. Doane

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.S.
County Surveyor

Digitally signed by Troy
Shaw
Date: 2025.04.23
14:01:46-05'00'

Troy Shaw, P.E.
County Engineer

Attachments

PREMIER FARMS

A Subdivision in the Fractional Southeast Quarter of Section 3, and the Northeast Quarter of Section 10, Township 10 South, Range 23 East of the 6th P.M., Kansas City, Wyandotte County, Kansas.

FINAL PLAT

PREPARED FOR: DOANE, BRENT A.
3504 COLUMBIA CT WAY
NEWTOWN SQUARE, PA 19073

PROPERTY INFORMATION: 6224 N. 107th Street
Kansas City, KS 66109
PID NO. 105-032-10-0-10-01-001

SURVEYOR'S DESCRIPTION:
Tract of land in the Southeast Quarter of Fractional Section 3 and in the Northeast Quarter of Section 10, Township 10 South, Range 23 East of the 6th P.M., Kansas City, Wyandotte County, Kansas, as written by Joseph A. Herring PS-1296 on October 17, 2024, and more fully described as follows: Beginning at the Northeast corner of said Section 10; thence North 01 degrees 52'21" East for a distance of 164.32 feet to the intersection of the Delaware Reserve Line and the East line of said Fractional Section 3; thence South 89 degrees 08'56" West for a distance of 519.52 feet along said Delaware Reserve Line; thence South 43 degrees 56'34" West for a distance of 1211.70 feet; thence South 47 degrees 59'47" East for a distance of 1338.15 feet to the apparent centerline of 107th Street (Sam Clark Lane), as it exists today; thence along a curve to the left having a radius of 1501.80 feet and an arc length of 1139.60 feet along said centerline, being subtended by a chord bearing of North 20 degrees 17'00" East and a chord distance of 1112.45 feet, to a point on the East line of said Section 10; thence North 01 degrees 26'48" West for a distance of 568.15 along said East line to the to the point of beginning, excepting out any portion used for Kansas Highway 5 (Wolcott Road) or lying East of the existing centerline of 107th Street.
Together with and subject to covenants, easements, and restrictions of record.
Said property contains 34.69 acres, more or less, including road right of way.
Error of Closure: 1 - 169713

RESTRICTIONS:
The restrictions for these Lots shall be those established for this area in Section 27-452 "A-G Agriculture District" in the Kansas City, Kansas Planning and Zoning Regulations.

CERTIFICATION AND DEDICATION
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: PREMIER FARMS.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E) or "Drainage Easement" (D/E).

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,
I, the undersigned owner of PREMIER FARMS, has set my hand this _____ day of _____, 2025.

Brent A. Doane

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2025, before me, a notary public in and for said County and State came Brent A. Doane, a married person, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC _____
My Commission Expires: _____ (seal)

• Planning Commission Signature Blocks

This plat of PREMIER FARMS has been submitted and approved by the Unified Government of Wyandotte County/Kansas City, Kansas.

Dated this _____ day of _____, 2025.
Kansas City, Kansas Planning Commission
By _____, Chairman
Jeff Carson
By _____, Secretary
Gunnar Hand, AICP

• Certificate of County Engineer

Recommended for approval by the County Engineer,
This _____ day of _____, 2025.

_____, County Engineer
Troy Shaw, PE.

• Governing body

The dedications shown hereon, if any, are accepted by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas this _____ day of _____, 2025.

_____, U.G. Mayor/CEO
Tyrone A. Garner

(Seal) _____, U.G. Clerk
Monica L. Sparks

• Register of Deeds

State of KANSAS
County of WYANDOTTE

This is to certify that this instrument was filed for record in the Register of Deeds office on this _____ day of _____, 2025, at _____ o'clock and is duly recorded.

Susie Nelson, Register of Deeds

Margaret A. Orendac, Deputy



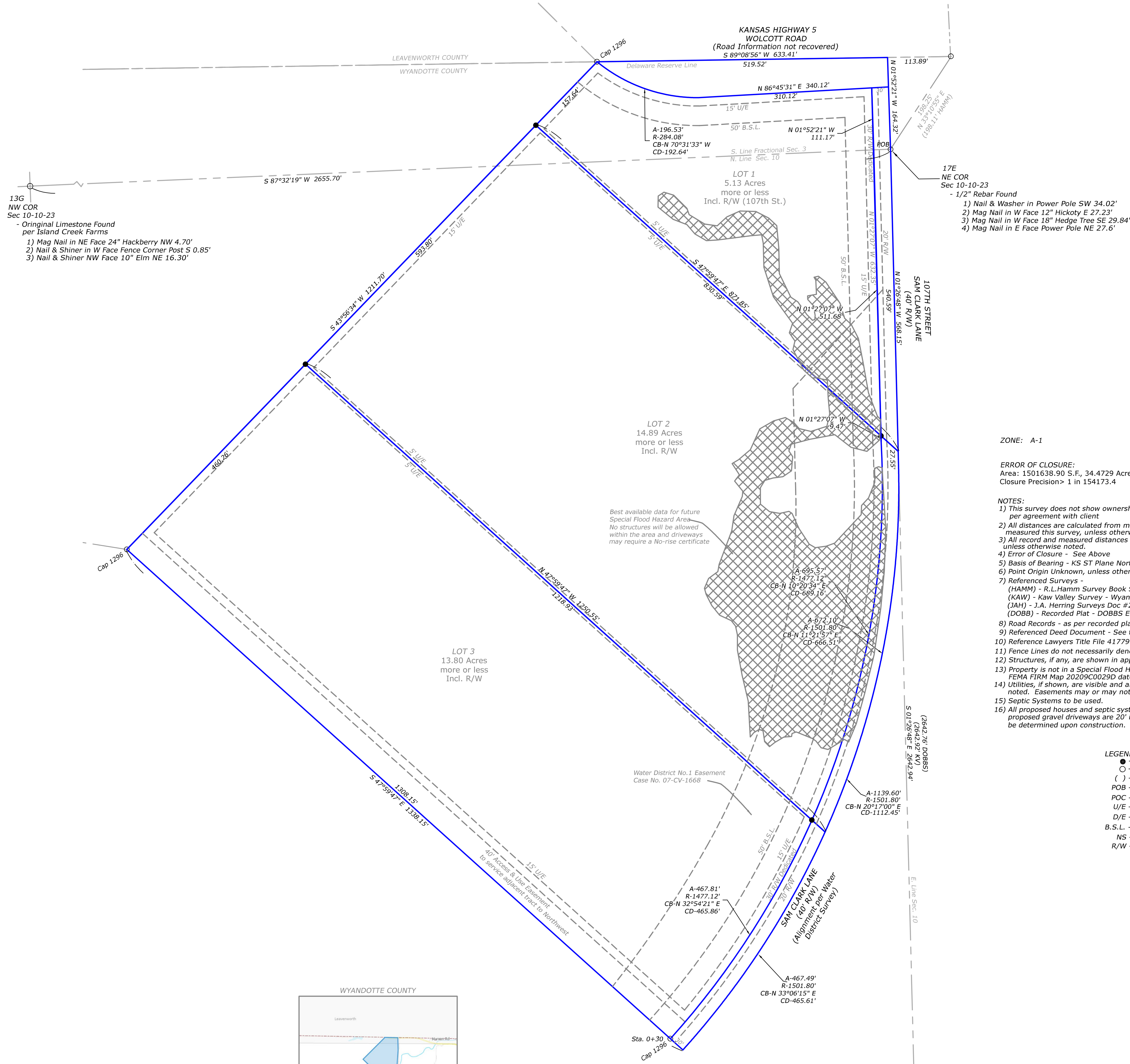
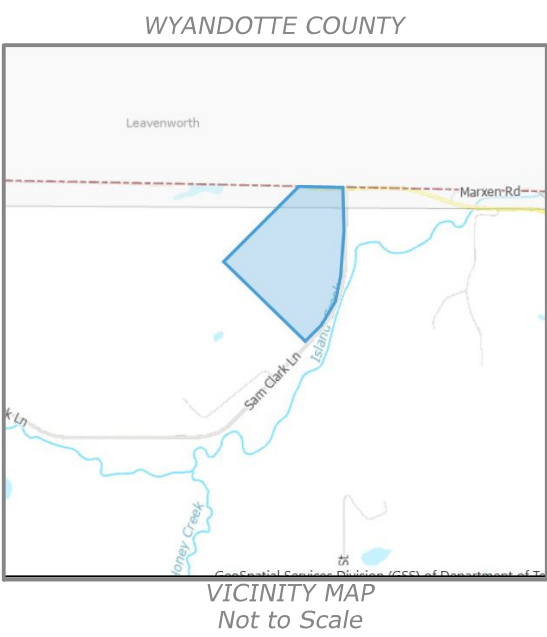
Scale 1" = 100'

Job # K-25-1710
January 20, 2025 Rev. 3/28/25
J. Herring, Inc. (dba)
SURVEYING
& COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@leavincash.com

100 0 100 200 300
1" = 100'

COUNTY SURVEYOR
This survey has been reviewed for filing pursuant to KSA 58-2003, 58-2005, and 58-2011, for content only and is in compliance with those provisions. No other warranties are extended or implied.

Unified Government County Surveyor
Brent E. Thompson LS-1277



ZONE: A-1

ERROR OF CLOSURE:
Area: 1501638.90 S.F., 34.4729 Acres
Closure Precision> 1 in 154173.4

NOTES:
1) This survey does not show ownership or easements. per agreement with client
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
3) All record and measured distances are the same, unless otherwise noted.
4) Error of Closure - See Above
5) Basis of Bearing - KS ST Plane North Zone 1501
6) Point Origin Unknown, unless otherwise noted.
7) Referenced Surveys -
(HAMM) - R.L.Hamm Survey Book S-15-05 #66
(KAW) - Kaw Valley Survey - Wyandotte Water Treatment - Fence Relocate
(IAH) - J.A. Herring Surveys Doc #2009S001 & S002, DOANE ACRES (DOBB) - Recorded Plat - DOBB'S ESTATES
8) Road Records - as per recorded plats
9) Referenced Deed Document - See title reference
10) Reference Lawyers Title File 41779 dated 8-13-24
11) Fence Lines do not necessarily denote property lines.
12) Structures, if any, are shown in approximate location.
13) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20209C0029D dated July 16, 2015
14) Utilities, if shown, are visible and above ground, except as noted. Easements may or may not exist.
15) Septic Systems to be used.
16) All proposed houses and septic systems shown in approximate location, proposed gravel driveways are 20' in width at entrance, exact location to be determined upon construction.

LEGEND:
● - 1/2" Rebar Set with Cap No.1296
○ - 1/2" Rebar Found, unless otherwise noted.
() - Record / Deeded Distance
POB - Point of Beginning
POC - Point of Commencing
U/E - Utility Easement
D/E - Drainage Easement
B.S.L. - Building Setback Line
NS - Not Set this Survey
R/W - Right of way



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of November 2024 through January 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

17G
East Quarter Corner
Sec 10-10-23
- 1/2" Rebar Found
1) 60d Nail & Cap in 18" Oak Tree NW 7.6'
2) 60d Nail & Cap in 10" Oak Tree SE 9.4'
3) 60d Nail & Cap in 10" Oak Tree SW 17.7'
4) 3/8" Iron pin S 3.5'

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

**PLANNING & ZONING AND
REGULAR SESSION
November 30, 2023**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Regular Session Thursday, November 30, 2023, with nine members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. Townsend, Commissioner First District, and McKiernan, Commissioner Second District, were absent. The following officials were also in attendance: David Johnston, County Administrator; Angela Lawson, Acting Chief Counsel; Carl Oakman, Police Chief; Police Command staff; Dennis Rubin, Fire Chief; Mallory Super, Paramedic; Kelly Littlefield, NFIRS Coordinator; Gunnar Hand, Director of Planning and Urban Design; Janet Parker, Planning and Urban Design Department; Dennis Rubin, Fire Chief; Jeff Fisher, Executive Director of Public Works; Alyssa Marcy, Long Range Planner; Monica Sparks, Interim UG Clerk; and Brittnie MacDonald, UG Clerk's Office.

Mayor Garner said this is your Unified Government of Wyandotte County, Kansas City, KS full Commission meeting which includes the Planning and Zoning portion as well as our regular session. Before I call this meeting to order, I want to announce that some commissioners, staff, and the public are attending remotely, also by Zoom, they may be on phone, or they also may be on-site. All participants joining by phone, please mute your phones at this time to avoid any background noise when you're not speaking.

During the meeting, please make sure that you announce yourself by name and title every time that you're allowed to speak so that the public that is observing knows exactly who is speaking. This is critical given the number of remote participants and is current guidance from our Kansas Attorney General's Office. When you do speak, make sure that you speak clearly and at a tone and at a level to where you can be heard for those that maybe within site sound or further so that your comments can be captured by our Clerk for record.

Mayor Garner said I will now call this meeting to order. Clerk, roll call.

Roll call: Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis, Garner. **Ms. Sparks** said we have an absent memo from Commissioners Townsend and McKiernan.

Mayor Garner said tonight, we're going to have our invocation given by Sister Therese Bangert, of Our Lady of Saint Rose Catholic Church, immediately followed by the Pledge of Allegiance.

Mayor Garner asked, Clerk, are there any revisions to tonight's agenda? **Ms. Sparks** said yes. There is a change in order. Under the Planning and Zoning Non-Consent Agenda, Item No. A2-SP2023-042, Matt Thomas with Firm Foundations Ministries, will be heard as the first item on the Non-Consent Agenda.

MAYOR'S AGENDA

Item No. 1 – 212928...RECOGNITION: KANSAS CITY KANSAS POLICE DEPARTMENT

Synopsis: Recognition of the recent recipients of the Award of Valor and the Officer of the Year Award for the Kansas City Kansas Police Department, submitted by Tyrone A. Garner, Mayor/CEO.

Mayor Garner said there's a lot that has been said since I've been mayor about our Police Department. We have men and women outside right now keeping this community safe. They do a great job of keeping this community safe often times missing events with their family, their loved ones, their children, working 24/7 on the streets with great dangers doing things that a lot of us would not want to do; that we pay them to do. They don't walk and shy away from gunfire. They walk into it. They do things that really inspire the hope that we have of a free society. Without them, we could not have our American society.

When you look at the leadership of Chief Oakman and what he has done, when you talk about diversity, inclusion, outreach to the community, embracing 21st Century policing principles. When you look at the work of the men and women under his leadership, take your pick from our detectives, to our patrol officers, to our Victim Services professionals, to our administrative professionals, men and women throughout the organization, be it Dispatch or otherwise, doing things in the service of this community. I can say that good work is being done.

There's a lot of negativity towards law enforcement today. It does not do our Police Department, our community, or our society justice when we try and paint a broad brush over the good work of the good police officers doing good work every day. They come out here and sacrifice and not knowing when they come to their roll call every day whether they're going to go home and see their family. They took that oath and that call to action to keep our community safe and to do so honorably.

We need to recognize those good officers. We need not forget those good officers that are doing good work, and we should not vilify police departments and the officers that are doing good work in our communities. I reject those people that do. I reject those people that do. We know they're doing good work because we have a Police Department, under the Chief, under the leadership of Chief Oakman, that has brought this department and our community to a nine year historic low in violent crime. That's good work.

When you talk about the initiatives of engaging with our community, embracing those 21st Century policing principles that I talked about, bringing police and community together unlike we've seen in a long time. That's good police work. When you talk about saving people's lives by addressing fentanyl and those peddlers of that poison, that deadly poison in our community, that's good police work.

When you look at a homicide solvability rate, at one point that was a 100% solvability rate. Records here in Kansas City, KS, under the leadership of Chief Oakman, the detectives, and the men and women of this Police Department doing that good work. You talk to any of those families, some of them are not sleeping great, but they're sleeping a little easier because they know that those homicides have been solved. Every category of violent crime has been reduced, and they've done so not being fully staffed; not being fully staffed.

So, it's with great honor and pride for me to recognize the good officers that are doing good work under the leadership of probably one of the best chiefs you'll find anywhere right here in Kansas City, KS, doing great things of creating a great and safe and livable Wyandotte Co...or at least Kansas City, KS, for our residents. That's what we need to champion. That's what we need to recognize. We need to reject those voices that try and say that our Police Department and those good men and women are anything other than doing what is honorable and necessary to keep our community safe.

With that being said, it's my honor and pleasure to recognize officers that have gone above and beyond the call of duty and have just been recognized here, locally. I'm not going to steal the thunder from that, but I'll let our Clerk read that highlight.

Ms. Sparks said on April 5, 2023, at 1517 hours, officers with the Kansas City, KS Police Department were conducting an undercover narcotics buy of a large amount of fentanyl. On this day, the KCK Special Operations Unit and the KCK Narcotics Unit were conducting a takedown of these suspected drug dealers. Past narcotic buys with these suspects have shown them to be heavily armed. The suspects backed into a parking spot where members of the KCK SO Unit blocked them in an unmarked van. Before the van was even in position, the suspects opened up on the police van with full automatic rifle fire striking multiple officers. All three suspects were also struck by returning gunfire and were taken into custody. The following is a list of the heroic actions that day.

Sergeant Glenn Carter. Sergeant Carter, after being hit several times in the neck and arm, was able to exit the van and provide return fire back at the suspects. While in the midst of a barrage of gunfire and after being critically wounded, he was still firing several magazines back at the suspects, along with giving commands to other officers. It was only after expending most of his ammunition he realized his injuries were critical and was evacuated from the scene.

Officer Chris Blake. Officer Blake was driving the undercover van this day. Upon taking fire, he was able to draw his own weapon and return fire to the windshield back at the suspects. While engaged in a face-to-face shootout, he was struck in the head. After being struck, he continued fighting for several more seconds until he was able to exit the vehicle. Other officers provided care for him, and he was quickly evacuated from the ongoing firefight.

Officer Wesley Lundgren. Officer Lundgren exited the van and was immediately hit in the hip. While wounded, he managed to deliver a volume of fire back at the suspect's vehicle with his rifle. This counterfire was crucial to neutralizing the suspects. After seeing Officer Blake exit the vehicle with an obvious head injury, he placed himself in the line of fire to provide protection to Officer Blake. Only after realizing he, too, was wounded did he pass along his rifle and moved to the evacuation vehicle.

Officer Chad Shore. Officer Shore was also in the van upon taking fire and received a bullet fragment in his head. He was able to exit the van and return fire back at the suspects. He

quickly moved to a position of advantage to the side of the suspects' vehicle and provided additional return fire from this location. Upon seeing Sergeant Carter injured, he provided life-saving measures to him and made sure he was evacuated. After Sergeant Carter's evacuation, Officer Shore took command of the scene, gave tactical guidance to the officers left, and coordinated additional responding resources. His willingness to step-up and provide leadership was instrumental to the success of the incident.

Officer Greg Hanes. Officer Hanes was also in the van and took bullet fragmentation to his face. He was quickly able to return fire back at the suspects and then exited the van and provided care for the other wounded officers. After taking Officer Lundgren's rifle, he provided covering fire as the wounded were loaded up and taken away from the scene.

Officer Robert Twitchel. Officer Twitchel was designated as a marked vehicle and arrived in the parking lot with his lights and siren on just as the automatic gunfire was erupting. He drove his vehicle to the driver's door of the suspects preventing their escape. He then drew his pistol and returned fire back at the suspects through his windshield. After exiting his vehicle, he retrieved a ballistic shield from his car and passed it to exposed officers still by the van.

Officer Chad Williams. Officer Williams was designated as a marked vehicle and entered the lot as the gunfire was erupting. He exited his vehicle and took up a position of advantage against the suspects. Quickly, upon seeing the critically-wounded officers, he exposed himself to danger by entering back into his vehicle. He repositioned it to load up both Officers Lundgren and Blake then drove them to the hospital.

Officer Angel Silvestre. Officer Silvestre is assigned to the KCK Narcotics Unit and was present when the buy took place. When the SOU officers took fire, he immediately ran toward the gunfire to provide assistance to the downed officers. He took up a cover position near Officer Shore, which allowed Officer Shore to provide first-aid to Sergeant Carter. Officer Silvestre was under threat of direct fire and escorted Sergeant Carter to his unmarked police vehicle and drove him to the hospital.

Detective Jamie Miller. Detective Miller is assigned to the KCK Narcotics Unit and was observing the takedown when the gunfire erupted. Without hesitation or cover, Detective Miller ran toward the injured officers, exposing himself to the suspects. He was instrumental in providing cover and assistance to the officers when they needed it most.

These officers showed the highest level of dedication, proficiency, and courage while performing their duties. These officers' actions helped take three extremely dangerous fentanyl dealers off the street.

At this time as Sergeant Carter and Office Blake could please come forward, as well as the Chief and Command Staff.

Mayor Garner said I'd like to say, as they're coming up, this Chief has done a real good job of bringing reforms that were necessary, diversity that was necessary, as well as community collaborations that have brought about the historic reduction in crime. The Police Department is only as good as the information and the support that they get from this community.

For all those individuals, wherever they may be far and wide, that want to vilify the Kansas City, KS Police Department, I ask for you to take pause and just like you want to go out and throw shade at this Police Department. I challenge you to come out and ride and experience the good work that the good, and I want to stress, the good men and women of the Kansas City, KS Police Department do every single day.

Those good officers represent the overwhelming majority of the Kansas City, KS Police Department. They risk their lives. They put their lives on the line every day. They sacrifice in ways that some of you will never even begin to even recognize. So, I challenge you to come and experience and learn and educate yourself on the good things going on with this Police Department through this leadership of our Chief, this Command Staff, and the hard work of the men and women that keep this community safe.

I'll say it again. I reject any voices out there that want to continue vilifying with a broad brush the good work of the men and women of the Kansas City, KS Police Department.

Ms. Sparks said as a result of their heroic actions, Mayor Garner has issued a proclamation for Officers of the Year. (Ms. Sparks read the following proclamation.



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

- WHEREAS, On April 5th, 2023, at 1517 Hours Officers with the Kansas City Kansas Police Department were conducting an undercover narcotics investigation into fentanyl distribution. On this day the KCK Special Operations Unit and the KCK Narcotics Unit were conducting a takedown of the suspected drug dealers; and
- WHEREAS, the suspects were alerted to KCKPD and opened gunfire on the police striking multiple officers. All three suspects were also struck by returning gunfire and were taken into custody; and
- WHEREAS, Sgt. Carter, after being hit several times in the neck and arm, was able to exit the van and provide return fire at the suspects. Amid a barrage of gunfire and after being critically wounded he was still firing several magazines back at the suspect along with giving commands to other officers; and
- WHEREAS, Officer Blake was driving the undercover van that day and upon taking fire he was able to draw his weapon and returned fire through and during the shootout was struck in the head; and
- WHEREAS, Officer Lundgren engaged in gunfire with the suspects but was shot in the hip. This counterfire was crucial to neutralizing the suspects. After seeing Officer Blake exit the vehicle with an obvious head injury, he placed himself in the line of fire to protect Officer Blake; and
- WHEREAS, On November 16th, the Kansas City Metropolitan Area Chiefs and Sheriffs Association held its 52nd Annual Valor Awards ceremony; and
- WHEREAS, Sergeant Glen Carter, Officer Chris Blake, and Officer Wesley Lundgren, as a result of their heroism were each named Officer of the Year – the most prestigious recognition awarded granted.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim November 30th, 2023, as:

“KCKPD Officers of the Year Day”

in Wyandotte County/Kansas City, Kansas, and urge all citizens to recognize KCKPD Officers of the Year Day. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO

Mayor Garner said thanks again to our Officers of the Year, as well as Chief Oakman and all the good men and women doing great work here in Kansas City, KS, to keep us safe.

Action: **Recognitions were made and proclamation was read.**

Item No. 2 – 212932...RECOGNITION: KANSAS CITY KANSAS FIRE DEPARTMENT

Synopsis: Recognition for the Kansas City Kansas Fire Department as the 2023 Gingerbread House winner, submitted by Tyrone A. Garner, Mayor/CEO.

Mayor Garner said last year, I started a Gingerbread Contest at the Mayor’s Christmas Tree Lighting, and last year’s winner of that Gingerbread Contest was Municipal Court. They came in

November 30, 2023

a close second this year. The thing that won me over when I had to make the selection was the Fire Department actually had lights that worked on their gingerbread house.

So, Chief, if you could come up with the two young ladies that put that together. If one of my staff members can maybe display the house.

I'm proud to announce that this year's winner—there goes the lights. They work. This year's winner is the Kansas City, KS Fire Department. These two awesome young ladies spent some time really putting together, per the rules, that amazing gingerbread house. It's an honor for me to be able to announce that and to grant you that Golden Gingerbread Man.

Dennis Rubin, Fire Chief, said that was one of our great paramedics, Mallory Super, and the other young lady, Ms. Littlefield, one of our Fire Prevention Inspection officers. So, it's quite an honor to see them getting some recognition this evening.

Mayor Garner said this year, we also recognized a community member. We reached out to our NBRs and our Livable Neighborhood folks. This year's winner, if Ms. Tomi, she is the Executive Director for the Downtown Shareholders. The Downtown Shareholders, this is their first year representing the community with their gingerbread house. She is the recipient and the winner. There were funds that were generated from donations to the Mayor's Christmas Tree Lighting. For all of you that don't know, the Unified Government doesn't spend any tax dollars for the Mayor's Christmas Tree Lighting. Historically, the Christmas Tree Lighting is mostly funded through donations that are given through the Downtown Shareholders, who operate as the fiduciary. Thank you and congratulations for winning.

Tomi Francis-Ramirez, Executive Director of Downtown Shareholders of KCK, said thank you so much. Downtown Shareholders is honored to be part of this event and help raise some money to put on this amazing event.

Action: Recognitions were made.

Item No. 3 – 212933...PRESENTATION: CENTRAL AVENUE BRIDGE

Synopsis: Presentation from Representative Pam Curtis regarding the Central Avenue Bridge, submitted by Tyrone A. Garner, Mayor/CEO.



Pam Curtis said I appreciate this opportunity to come and talk to you about the Central Avenue Bridge. I'm a KCK resident and I also serve as the State Representative for the Kansas House District 32, which includes the area that includes the Central Avenue Bridge.

Multiple contemporaneous bridge closures around Wyandotte County, including the Central Avenue Bridge, have highlighted to residents just how vulnerable and important our infrastructure is in KCK. While KCK has more bridges than other communities our size, we also have a set of unique challenges that make those bridges necessary for residents to move efficiently around the county and region and also for commerce. We're a major railroad hub for the United States sitting at the confluence of two major rivers, one of which is a state line. All of these factors make our bridges critically important. The vast majority of residents and businesses that I have heard from support a plan that repairs and replaces the Central Avenue Bridge.

So why is the Central Avenue Bridge so important? It is a gateway to our city. It provides an essential bistate connection. It is a main artery from West Bottoms and the James Street Central Industrial Area. It provides access to small businesses along Central Avenue, Strawberry Hill, and our downtown area. It is the route that our residents have used for decades to get to work, to medical appointments, to essential services, to visit family and friends. It is also the route that many local businesses depend on to move goods and services. The Central Avenue Bridge connects KCK to the region and to the greater community. Historically speaking, the Central Avenue Bridge has provided an important river crossing since the early 1900s.

The double-decked bridge was constructed in 1918 to replace the original bridge that was destroyed in the 1903 Flood. The portion of the Central Avenue Bridge that crosses over I-70 and the Union Pacific Railroad is state-owned. KDOT is moving forward with their project to replace this portion of the bridge, which has exceeded its useful life. The portion of the Central Avenue

Bridge that extends further to the east connecting Central Avenue to James Street is locally-owned and under the jurisdiction of the Unified Government.

As part of our presentation tonight, we have with us Steven Cross from KDOT and Jarrod Russell with the project team to give us a quick update about the KDOT Central Avenue Bridge Project, which has prompted this larger discussion. Following that, we will hear from Senator Pat Pettey that is going to talk about some of the state's resources that may be able to help. Then we will hear from some businessowners and residents about the importance of the bridge.

At this time, I would like to call up Steven Cross and Jarrod Russell to just give a quick update about the KDOT project on the bridge.

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- KDOT's interest in the Bridge is the interstate ramps to and from the Central Avenue Bridge, which is the responsibility of the State.
- KDOT is in the community engagement part of planning the future of the Central Avenue Bridge.



KDOT Project Updates available at
<https://ike.ksdot.gov/central-avenue-bridge>



Steven Cross, KDOT, said we'll be talking about, as already mentioned, we'll be taking about basically our bridge, which you can actually see up on the screen there. It's the section that's in yellow and the blue area are the ramps. We're going to give you a little bit of a project overview, and then we'll jump in and Jarrod's going to take over and talk to you about what we've done to date on our project and some of the things that are up and coming.

Currently, we're in what's called the discovery phase. For KDOT, a discovery phase is we look at the project and we basically try to get as much input as possible and try to come up with some sort of recommendation on how do we reconstruct this bridge. As you all know, this is a very complicated interchange/intersection. KDOT's hired Benish as a company to look at this bridge. We're looking at—we've had a couple of public meetings where we've met with people and talked about access issues, how to carry traffic through construction, and things like that. So part of the discovery phase is to get all that information and try to come up with a recommendation on this is the way we want to reconstruct this.

If you look on your handout, the third page there, there's a little bit of a timeline. The discovery phase that I'm talking about right now is scheduled to be completed in September 2024. We have a little less than a year to complete that. At that time, there'll be a report that's published and we'll have those findings and some sort of recommendation that we can take on to the next phase, which would be what we call a preliminary engineering phase. That's where the designers really take the details and start digging into what we can actually do with the bridge, how we're going to construct it, and stuff like that. Then that moves us into a final design phase, which basically we get the project ready to be advertised for construction letting.

We're anticipating the letting to be late of 2028, is our goal. With that, that's a little bit of the timeline. I'll open it up to Jarrod. I'll turn it over to Jarrod and he'll talk to you a little bit about more of the project details.

Jarrod Russell, Benish, said like Steven said, this is in what's called the discovery phase portion of this project. It's investigative where we're looking at alternative layouts, sections, things that make the most sense for KDOT's replacement structure. As you can see on the screen, like Steven explained and Representative Curtis, KDOT's portion is owned and maintained there in the yellow. The 670 ramps tie into the KDOT portion. As you move to the east and crossing the river, this is the UG-owned and maintained portion of Central Avenue. The only delineator out in the field you would notice would be an expansion joint right there at the eastern edge of the yellow portion of the structure, otherwise, when you're out in the field, you would not have any idea of the distinction between the KDOT-owned and UG-owned portion.

Some of the major points of our discovery phase are going to include identifying conflicts, namely utilities, railroad coordination, as well as finding a way to maintain traffic through this

area during construction. For those who are familiar with the project site, the businesses down below around the Third Street area, the ramp shadowed by the 670 flyover is about their only way in and out for vehicular traffic which then connects to I-70. Evaluating constructability methods and finding a way to maintain traffic during construction is a high point here in this discovery phase.

The items we've completed to date include topographic survey of the project site. We've held two public meetings to explain, again, the purpose and the need of this project to those interested in attending those meetings, as well as we just completed some repairs to the interstate median for anyone who traveled through that area in the past couple of months.

What's next for the discovery phase, like Steven said, we're going to be wrapping up our report and delivering that to KDOT in September 2024. From there, we will move into preliminary and final design phases for the engineering of the replacement structure. As Steven mentioned, the project will be advertised and let. For now, anticipated in 2028, but that is subject to change.

With that, that wraps up our brief overview of this KDOT project. If there's any questions, I would urge you to point those toward Steven with the email in your handout.

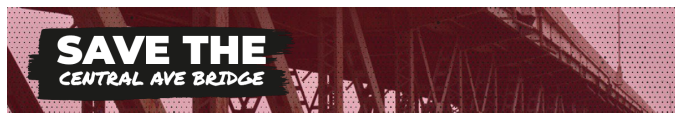
Pat Pettey, Senator 6th District, said I'm a life-long Dotte. You've heard from Pam at the beginning, and also from KDOT, about where this project is at this point. I'm going to just touch on the opportunities that are available mostly from federal funds to the UG. Probably this is something that staff has already dealt with or, hopefully, they are dealing with this.

~~“BIPARTISAN INFRASTRUCTURE LAW”~~

Kansas Infrastructure Hub & Build Kansas Fund provide Kansas communities with the resources they need to avail themselves of the federal dollars made available by the Bipartisan Infrastructure Law.



More information available at KSHub.org.



I hope that you're aware of the Kansas Infrastructure Hub. It was formed in 2022. It serves to connect state agencies to be a resource center for Kansas communities like Wyandotte County and Kansas City, KS.

With the federal funds that were passed last year, Kansas put in place a Build Kansas Fund. It has \$200M in matching funds that will be available through 2027. For communities that apply for federal projects, they could then potentially be eligible for some of those to take the place of the matching funds that we'd be part of. For example, if Kansas City, KS, would be successful in receiving one of the federal grants.

Kansas, as a state, will be receiving up to \$4B in funds from the feds. Those are in multiple categories of infrastructure projects. An applicant must first apply for federal grants under the Bipartisan Infrastructure Bill. Once that's done, we, at the state level, we passed in the '23 omnibus budget that one-time funding, that \$200M; actually it's \$215M. Two hundred million dollars of which is available to cities to provide direct support to communities in accessing technical support and also to potentially help with some of those matching funds that might be required. If awarded a federal grant, a community could receive funds to meet that local match responsibility.

The state started this year accepting applications September 15, 2023. As you already know, the UG's regional point of contact is the Mid-America Regional Council in the past and will continue to work through them with infrastructure projects.

There are two areas that appear to me that there is some possible grant opportunities. One is the Bridge Investment Program. Those applications were to be in by November 27th but that has been extended to Monday for applications. Then there's RISE, which stands for Rebuilding America Infrastructure With Sustainability and Equity. Those are two areas, among the multitude of infrastructure federal grants, that look like we possibly could be applying for grants to help with this Central Avenue Bridge Project.

The state has two resources that I'm sure staff and you have looked at or will continue to look at. One is build@kansas.gov. That is a place where you can see what the requirements are and how to go about accessing those resources. The other is the Build Kansas Fund and the Kansas Infrastructure Hub. Those are two areas to go to for further information. I'm sure that staff is already looking at these. I would encourage them to look at the potential for these federal funds that will only be available through 2027.

With that, I will ask that Dana Company, Shawn Hensley, come up and share with you their project.

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Dana Companies recently announced an expansion at the Cypress Rail Yard. The Central Avenue Bridge is critical infrastructure for their current operations and future plans.



Shawn Hensley, Operations Manager for Dana Container, said we just recently completed a \$3M project on the 402 Central on the UP yard. It's a translator facility. We're in the process of adding another 3,000 feet of rail. We got that bid going out this week. We are located at—we purchased the 402 Central Avenue and we're also at 18th & Central Avenue on both sides of the river, so the Central Avenue Bridge is vital to our needs. We have big plans for that Central area. We're wanting to take that whole valley off from UP and turn into a translator facility that Kansas City can be proud of; Dana can be proud of. Just want to let you know that there's very big progress and projects in mind in that area.

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Historic West Bottoms Kansas City
KCATA Letter of Support



Bruce Holloway said I'm here on behalf of the Historic West Bottoms Association. I'd like to read a brief letter of support. This is to Mayor Garner and the Unified Government Commissioners.

This letter of support is submitted on behalf of the Historic West Bottoms Association. Our association has been in existence since 1927, and our primary mission is advocacy for infrastructure needs and projects in the bi-state area known as the West Bottoms. We're writing to support the resolution to amend an existing Unified Government plan. The proposed change would permit and encourage the rehabilitation of the Central Avenue Bridge. This structure is an important thoroughfare for existing businesses, which are thriving and expanding.

November 30, 2023

HWBA members and its Board of Directors and members consist of businesses and property owners from the West Bottoms. We welcome the opportunity to join the effort to reopen and rehabilitate the bridge and if necessary, to work with local, state, and federal officials toward this objective.

Historically, the West Bottoms has been an area where businesses have contributed greatly to the economy, the Kansas City metropolitan region, by connecting the Central Avenue and 9th Street corridors. The Central Avenue Bridge is a critical transportation link between commercial and industrial districts. It's also an important connection between two downtown areas, which are becoming increasingly mixed-use areas in the two Kansas Cities. Reopening the bridge will facilitate this growth and allow existing businesses and area residents to take full advantage of the West Bottoms essential location to our region.

Our support for this change to the existing plan is wholehearted and unqualified, and we ask the Unified Government Commissioners to make this change so the important work of reopening the bridge can begin as soon as possible.

This was signed by our President Tom Esselman.

At this point, I'd like to introduce one of our board members and former president, Mr. John Krumme.

John Krumme, CEO of Cam-Dex Security Corporation, said we operate our company out of our headquarters building at 10 Central Avenue, Kansas City, KS. I am a current board member, as Bruce said, of the Historic West Bottoms and the Kansas City Industrial Council. As a business and property owner on Central Avenue, the Central Avenue Bridge is an important access point to receive inventory shipments multiple times per day and to dispatch our installation and service vehicles to all parts of the city and beyond. We've been headquartered on Central Avenue for over 30 years. We have seen more positive changes and investment in the HWB in the past 7 to 10 years than any time in our previous history.

Our residential community is growing exponentially with the construction of new apartments and the regentrification of historic warehouse buildings that have been repurposed for residential life.

The Rock Island Bridge construction project is underway with plans to open at the latest, early next summer. As I am told from my friend Mike Zeller, the developer of the Rock Island Bridge, it could even be the Spring of 2024. Plans are underway for the development of the river front along the Kaw River to compliment the Rock Island Bridge Project.

Each weekend, youth sports tournaments are being played at the Hy-Vee Arena. Those tournaments comprise teams coming from all over the Midwest. All of that arena traffic does not



Edgar Galicia, Central Avenue Betterment Association, said I work in the whole area in Kansas City, KS central area that goes from I-70 to the east all the way to 635 to the west. It goes from I-70 on the south all the way to State Avenue on the north. All of these businesses, all of these residents connect to the downtown Kansas City, MO area to the West Bottoms through only three points. The Central Avenue Bridge is the center connector, but then we have I-70 on State Avenue and we also have 7th Street to the Armourdale area. Kansas Avenue Bridge is closed. That is also a challenge. We are being really closed by—we’ve becoming an island. All of our residents and businesses are really depending on all of these opening and keeping it going.

We did a survey to about 20 businesses on Central Avenue. We talked to large businesses, popular businesses, and very small businesses throughout the time that the bridge was closed. The construction took over and we couldn’t get access from 670. The larger businesses lost between 10% and 17% of business; 10% to 17% which to the most popular businesses, that meant about \$45,000 to \$50,000 a month. The bridge closed for somewhere around two months. That’s quite a bit of income that our businesses lost. The smaller businesses, tough, they lost even more in percentage. They lost between 23% and 35% of their monthly sales. That represents somewhere in the \$25,000 to \$40,000 a month sales. That really hurts them.

Places like the Balloon Shop, which is a very specialty business that competes with Hobby Lobby and all of these giant businesses, hurt the most. Their loss was \$40,000 during the whole period that the bridge was closed. They had to resort to other strategies like the family that owns that building and owns the business looked for a different business to try to continue their operation.

These businesses between 6th Street or 5th Street to 10th Street, all of them lost business. Then from 10th Street to 18th Street on Central, the challenge was different and it changed the

whole perspective. But the businesses between 6th Street and 10th Street, they all lost business throughout the construction.

Yes, we all talk about the development that is going on in the Kansas River, and we need that connectivity; definitely we need it. We're looking to large projects, yes, like the Rock Island Bridge, but we're looking at larger than that. Yes, all of these developments are happening and if we're not connected to it, the other side of the river is going to take care of and is going to maximize their opportunities.

We're looking to social work, social spaces, community spaces, small business spaces in all of that development and all of that to come across the bridge to the Central area. We hope and we ask that you rebuild this bridge and do not take it down.

Laura Summa said my husband and I own Chicago's as well as property at 526, 530 Central, and North 6th Street as well. I also grew up here on Strawberry Hill and throughout my lifetime, the housing and business economy have seen its share of trouble in downtown Kansas City, KS. It is not until the last several years that we have really seen organic growth in a big way. We finally have momentum and really need to lean into that. We do lack local density so in order for us to sustain our businesses' growth, it is imperative for our community and customers to have easy access from other areas of the metropolitan.

With all of the money being invested in the West Bottoms new developments, including money Wyandotte County is investing in the Rock Island Bridge Project, we need to make sure there is a main thoroughway to connect us so we can continue to be a part of that growth.

Central Avenue and Minnesota Avenue are our two main entrances into downtown. The Central Avenue Bridge is a major artery into the heart of the community. Since February 2021, I cannot count how many customers and members of the community have asked about the Central Avenue Bridge and when it will be reopened as so many of us have used it for decades.

It would be a major asset for us to be able to seek federal funding to help assist in reopening this transportation avenue. The cost to us as a county from keeping the bridge closed is missed tax revenue. If our businesses are thriving, we increase our tax contributions. We have a very hard time attracting more business and new investment if we are hard to reach.

Chicago's is one of the first things you see when you enter downtown on Central. We do have grand plans for our little corner, but we are waiting to see if and how the I-70 and Central Avenue Bridge issue are resolved before we invest more money into development.

Without access to the bridge and I-70, we are landlocked, and it does greatly affect business. When the I-70 ramp was closed in September and October, we saw a decline in business because of it.

With all the development of old bridges, we wonder if down the road there could be hope in utilizing the beautiful historic bottom section of the bridge built in 1918. It could have great potential. You never know. The bottom portion is our history and the top portion is our future.

We hope you strongly consider plans to reopen the bridge.

Mike Pearce said along with my brother Joe, we own and operate Slap's BBQ at 553 Central. A lot of great things have been said tonight. A lot of them duplicate for what I'm going to say. I think I've made these comments before that it's hard enough in this community to get people to cross the river. We have massive geographic divides if you're coming from the north or coming from the south. People can be five minutes away in North Kansas City and say I'm not going south of the river. They can be in downtown Kansas City and say I'm not crossing our river to come this way. I don't know if that's something we can change, but making it easy for people to cross the river is important. We're simple creatures and if it's complicated, they're not going to do it, so keeping that bridge open for that reason is a big deal for us.

I'm going to talk about the West Bottoms here in a second, but I want to talk about downtown KCMO. We want to be connected to downtown KCMO, right? We get tons of customers that come from downtown Kansas City, MO, and we know tons of people in KCK that go over there. If I have to get on a highway, I'm leaving my neighborhood. If I have to just go round some streets and hit a couple of stop signs and a couple of stop lights, I feel like I'm staying in the same community. That's another reason why the bridge should stay open. It connects us. It makes it part of our neighborhood although it may be three, four, five miles away, it keeps us connected.

The West Bottoms. Talk about neighbors. They are a critical source for us, right? Tons of people that are down there on the weekends and in the evenings, they're coming up. There's great eateries and bars down there. We want them to feel comfortable coming across and, again,

if they have to get on the highway to do that, they're not supporting us and likewise, we're not supporting them.

It's the main entry to the city, right? I know there's other entries to the city, but this is a straight shot into what a lot of business owners on Central Avenue tried to do to make a really pretty entrance to Kansas City, KS. We spend a lot of time keeping our properties up and encouraging customers and keeping them safe over there, and working with each other to make it a great area. You should be able to just come across that bridge and join us in Kansas City, KS.

Commuting and traffic, it's complicated. Kansas City's a complicated place with highways and construction. If folks, I said this earlier, can stay off of the highways and be able to join us, come from the West Bottoms, come from downtown Kansas City, it's a huge thing.

Edgar talked a little bit about numbers and I'm just going to talk about a couple. I'm not a genius when it comes to these traffic maps but I've looked at them in the past and I've looked at them now. The numbers on Fairfax, the numbers on James Street, the numbers on the Central Avenue Bridge, they don't compare to the numbers on I-70 and 670. I get that 30,000 and 40,000 to tens and 5,000 on the Central Avenue Bridge. I want you guys to think about, as you're contemplating this, what 10 more customers, 10 more tickets a day does for Slap's BBQ. It's somewhere between \$108,000 and \$136,000 a year. Take 92% to 98% of that goes to the employees, the cost of goods sold, and taxes. That's just our business how much is lost by not having that bridge opened. It's only income. I would venture to say on a first Friday, we probably get 25, 35, 45 more people, more tickets to come through.

I think that's about it. We are definitely pro keeping that bridge, keeping it alive, and getting it back opened. I appreciate it.

Representative Curtis said we have one resident that's just going to offer us, from a perspective of the residents in the area, the challenges that we're facing, then I will provide a closure.

Jim Schneweis, 434 North 15th, said I'm a retired teacher and coach from the Kansas City, KS area. My wife's a lifetime resident. We've lived in the Wyandotte County area for 42 years. Our three daughters still live in the area raising their families.

I want to look at this from a little bit different perspective. A lot of numbers have been thrown at you from different ways of looking at this. I want to look from a residential perspective.

To do that, a little story. Not long ago the harvest moon was coming up so I had this brainy idea of going down the underbridge and seeing the moon come up. It was a great spot. Unfortunately, I looked over on the Missouri side and saw all those lights and looked down into the West Bottoms area. It was so dark, desolate in certain areas. I looked back in the Wyandotte County area and I'm looking and say we're isolated. I'm isolated. It was just such a moving experience at that time. I wonder just how many other residents in our area are feeling that way.

The reason I bring this up was because I had a conversation recently with a friend that talked about communities and how you build strong communities. One of the ways that communities are important is that communities support each other personally and professionally. The community unites us so we can grow and it leads to a sense of belonging. We can't have this if we're isolated and separated. With so many bridges closing and so many other things going on, it hurts the community and it hurts us individually.

Now, taking it from another perspective, I live, and several other people I know, live in what I call a food desert. We live in an area where our pharmacies, I consider a pharmacy desert, an entertainment desert. There's limited opportunities for our youth in these areas. I have to go to other parts of town to buy clothes, appliances, you name it. So, I have to get out of this community to go get the things that I want. That's kind of a double problem in that I don't want to have to. I'd rather buy it here, but I have to get out and get it. All these other people talk about people bringing in. I have to go out and get things. It shouldn't happen that way. If we had better infrastructure on our bridges, that would help alleviate some of that problem.

I asked some of the people in my community before we came in tonight some of their concerns about it. The big thing that comes up is safety. Number one, a lot of the people in our community don't like driving 670 because there's so many crazy people out there on 670, including some of the I-70 areas down there. My wife tried to get over to North Kansas City today and had to make a detour because of all the work that's going on over across the Broadway Bridge. If we have the increase with all the things that are happening with the West Bottoms, Strawberry Hill, World Cup Soccer coming, potential of getting some World Cup Rugby in here, a new ballpark possibility, there's going to be a lot more confusion as far as traffic congestion goes. The people I talked to are really worried about that.

It will just take me a second here. I asked my daughters to respond to this this afternoon. It took one of my daughters about five minutes to come up with this. If you don't mind, I'll read this short, little thing.

The residents, taxpayers of Wyandotte County, elect you to represent them. To make decisions to sustain a quality of life that is fair, we, the taxpayers who elected you, are standing here today asking you to fix the bridge that has been here for many years in which we, the residents of Wyandotte County, have used to navigate both economically and socially for years. We ask you to fix the bridge and bring it to sustainable life and quality of life that we deserve.

That was a quote from one of my daughters.

What I'd like to see is what is being recommended is prioritize repair or replacement of the locally-owned portion of the bridge, identify possible local, state, and federal partners for the repair or replacement of the bridge, and use best efforts to partner with local and state officials to repair the bridge.

That's all I have for tonight. I really thank you for your time and energy in this project.

Representative Curtis said I just want to thank everybody who came and participated and offered their thoughts, advice, suggestions, and emphasizing the importance of this bridge. I appreciate everybody being here tonight to help provide support that's needed or that will be needed if we are to accomplish this.

One thing I wanted to point out is we know how important infrastructure is to our city's overall health and future prosperity. We know that firsthand. We know that if we don't have certain infrastructure, that certain things will not happen and will not come. We know that from our experience just on our western border. Just think, had we not pressed for federal funding back in 1987 to complete the final loop of I-435 through Wyandotte County connecting us on our western boarder to the greater Kansas City Metropolitan region, what would be there today if we had not completed that? The infrastructure at 435 and I-70 is what made possible the development that we now have in the western part of our county. That is why the Central Avenue Bridge is so important. It is our eastern gateway. It is the connection to the region. It is an investment that we need to make for the future growth of the area. The Central Avenue Bridge is not only important to KCK, but it's also important to the state and to the region.

I have a letter that I'd like to read real quickly. It's from Ride KC from Frank White, the President/CEO. It says:

Dear Mrs. Curtis. The KCATA is happy to provide support for the redevelopment of the Central Avenue Bridge. In previous years, the Central Avenue Bridge served as a corridor for public transit connecting Kansas City, KS, to downtown Kansas City, MO, through the West Bottoms. Whether connecting communities and residents along 7th Street or through Riverview and Kensington neighborhoods along Central Avenue, the Central Avenue Bridge is a critical thoroughfare to allow for access to resources in the West Bottoms and downtown Kansas City, MO.

Due to financial constraints, the public transportation services was discontinued; but new development occurring in the West Bottoms along 9th Street and Forrester Road, as well as Central Avenue, offer encouraging signs of future transportation services returning to the corridor.

The Central Avenue Bridge is a critical component to allow for continued economic development throughout the area. Future opportunities for economic development transportation connectivity are exciting.

KCATA wholeheartedly supports redevelopment efforts of the Central Avenue Bridge.

The last thing I have to share with you tonight is a letter from Commissioner-Elect Bill Burns. He could not be here tonight. I think it's safe to say now that they were having a surprise party for his wife, Nancy, for her retirement as our Register of Deeds. I'm sure it's already in progress, so I don't think I've added anything. Bill delivered a letter to me and asked me to read it. Bill has been supportive of the Central Avenue Bridge. He did say that it would be a priority for him.

Honorable Mayor and Commissioners. Please let this note serve as a very strong endorsement for the funding of the Central Avenue Bridge Project. As Commissioner-Elect of District 2, this would be a catalyst for development of Central Avenue and the entire community. Also, the businesses below the bridge deserve better access. Turning it down is nonsense. The bridge for many years is part of the rich history of Wyandotte County. Please approve funding for the project.

I wish you all a merry Christmas and all the best for 2024. Sincerely, Bill Burns.

We know in Wyandotte County that we're capable of just about anything when we put our minds together and when we put our minds to it. What I say to you all is let's work together and try to rebuild this bridge.

Mayor Garner said thank you, Representative, and thank you to all those who made presentations as well as the letters received.

Action: For information only.

Item No. 4 – 212935...ORDINANCE: AMENDING WYANDOTTE COUNTYWIDE STRATEGIC MOBILITY PLAN

Synopsis: Approval of an ordinance amending the GoDotte Countywide Strategic Mobility Plan approved on August 25, 2023, with regard to the Central Avenue Bridge, submitted by Jeff Conway, Assistant Counsel.

Mayor Garner said this goes hand-in-hand with the presentation that was just made. We've just seen the presentations and we've heard the remarks and we've heard the written comments. The takeaway for me is just how important a transportation hub, the bridge is to Kansas City, KS, and Wyandotte County, and the connectivity that we need to the broader Kansas City region. As such, I just want to make for the record, I do support wholeheartedly finding ways to responsibly open this bridge and improving that infrastructure that could, hopefully, lead to expanded economic development not just in the Bottoms but throughout those areas of downtown, Armourdale, and along Central Avenue.

Angela Lawson, Acting Chief Counsel, said Jeff is absent this evening so I will fill in for him. Representative Curtis relayed to us that KDOT had relayed to her that our local planning policy prevented the state from replacing the bridge. Basically, it was one sentence in the plan that had limited it to bicycles and pedestrians. The revision in the ordinance allows vehicular traffic, and then the feasibility study may consider the lower deck for bicycles and pedestrians. That is the change, and then some of the language was deleted because you wouldn't need to accommodate the traffic, the change, if you're still going to allow the vehicular traffic. So, that is the change in the goDotte Plan being proposed.

Commissioner Bynum said, Counselor Lawson, I did not understand what you just said. Did you reference something with state law that does not allow for a change?

Ms. Lawson said no. The Unified Government goDotte Strategic Plan has a reference to the currently closed Central Avenue Bridge and reopening it for bicycles and pedestrians. That was the plan in the goDotte Plan. This amendment of our own ordinance then opens it up to vehicular traffic. So, the feasibility of reopening it can be studied not just for bicycles and pedestrians on the lower level, but for vehicular traffic on the upper deck.

Commissioner Bynum said my comment is I'm looking at Section 1 amendment, if you will, study, the feasibility of reopening the currently closed Central Avenue Bridge over the Kansas River. Then it goes on to say to all vehicular traffic period. In addition, the feasibility study may consider a lower deck use, etc. My thought would be to amend it to read, study the feasibility of reopening the currently closed Central Avenue Bridge over the Kansas River period. All you need is the one sentence.

Commissioner Ramirez said mine is more a comment to support whatever we can do to open the Central Avenue Bridge. We've heard testimony from state level, from our local businesses, from industrial, and from across the way, the Historic West Bottoms, of how important this bridge is. I think the community member who spoke said it perfectly, if we don't do anything, we isolate ourselves from the region. We're always talking about we need to be part of the region. We need to be part of our neighboring jurisdictions as best as we can. This is only going to make it worse if we don't open it.

I support us in any way, shape, or form of looking at any and all ways to open it back up because it is detrimental to our downtown area, which is already distressed, which has already suffered from years and years of redlining. Let's not make it worse by closing down this bridge.

Commissioner Burroughs said I want to express my sincere appreciation to members of our Wyandotte County Delegation recognizing the significant challenge that we have, as commissioners, to provide what we call thoroughfares in our community and the infrastructure needs that we have. It's very seldom you get neighborhoods, businesses, and government to come together with a conclusion that advances the cause within a community.

It's been mentioned that the ordinance in the goDotte Plan is stated one direction. I want to talk about striking that particular part of the ordinance and not make it for walking or biking, but open the bridge back up for every day vehicle traffic so that it is an open corridor, an artery into our neighbors to the east and allows convenience to those that have invested along our Central Avenue corridor that was so graciously spoken to here.

In light of the discussion that we had of funds being available, the state and feds, we would be remised, as a government, not to at least apply and pursue those grant monies to assist us in opening that bridge.

I want to thank you for bringing that forward on behalf of the community and on behalf of the businesses and the people that were here and speaking to it tonight.

Action: **Commissioner Burroughs made a motion to strike that portion out of the goDotte Plan and replace it with no feasibility study, but work to do what we can to find the funding to reopen the Central Avenue Bridge.**

Mayor Garner said I believe Commissioner Bynum had a motion. **Commissioner Bynum** said I have not made it as a motion.

Commissioner Ramirez said point of clarification to Commissioner Burroughs' motion. In the packet it says the study of the feasibility of reopening it. You just want to say let's just open it and not even have a study of feasibility. Is that correct?

Commissioner Burroughs said thank you for that clarification. I think we've studied this thing to death. The fact that we already have evidence that there's funds out there available, I hate to see those funds, I don't want to say wasted, but utilized to study the project even more. We have an outcry to open the bridge. I'm just asking that east of 635 we have limited development. This is a great opportunity to bring a catalyst back to encourage economic development on the eastern side of our community. East of 635 has been crying out for the last handful of years.

I appreciate the opportunity to answer that question.

Commissioner Bynum said to the point, I imagine we could make it as simple as Commissioner Burroughs' suggests with a substitute sentence, but I think we still have to recognize and come to grips with the fact that we can't just open this bridge. It's a failing bridge, so it would need to come down and be rebuilt. I just think we need to be very realistic. I'm all for applying for any grants that would help us do that, but I just want to be straightforward with the community. This is not going to be a quick or a simple process.

Commissioner Davis said thank you, Commissioner Bynum, for articulating that. I would hate for anybody to walk away here thinking that tomorrow the bridge is just going to open. We are talking about millions, upon millions, upon millions of dollars. If you see us really pondering and

talking to one another it's because this is a very expensive item. To open it is one thing, but maintaining it so that we don't get in this position again in another few years, is another thing.

Commissioner Davis said this was adopted by the Commission last year. It was put together by our Planning staff. If I may, Mr. Hand and Mr. Fisher, I guess for you, Mr. Hand, can you just speak to what the original thought was as to why this was in here in regard to this study. Then, Mr. Fisher, if you can speak to the effort in getting funding for grants for opening this bridge.

Gunnar Hand, Director of Planning and Urban Design, said the intent in goDotte is to balance our transportation system. I think when we were looking at the Central Avenue Bridge, the intent here was to study taking an only vehicular bridge and making it multimodal. This is in conformance with the Complete Streets ordinance that was adopted prior to the mobility plan. I think it speaks to the intent of our entire transportation system to balance it with the automobile.

I think a bridge crossing is one thing. A bridge crossing for vehicles only is one thing, and a multimodal bridge crossing, I think, is the vision. Because this bridge only had one mode of travel, we were looking to study it before the bridge—before goDotte happened and all this was going on, we actually received a grant to convert the underbridge into a bike/ped connection across. In studying that grant was when we discovered that there were structural failures. I think it's also in the spirit of the way that the UG was working to address this issue to begin with to identify it as a truly multimodal bridge.

I'll point out one other thing. What I think I heard tonight were two things: how do we reopen the bridge in the same way that we're doing some temporary work to reopen the Cesar Chavez Campus Kansas Avenue Bridge while also applying to replace that bridge. As your Planner, I would recommend that we look similar to Mr. Burroughs' suggestion here. There's really two things: what do we need to do to open the bridge in the interim as fast as possible, and what do we need to do to make a multimodal connection from Central Avenue. I would argue from 6th & Central all the way to the river and then across the river. I think because they've been broken into these component parts, we miss a much larger opportunity if we don't look at all of those things and potentially bring new development opportunities by rethinking the interchange itself at I-70 as well with KDOT.

To Representative Curtis' point, if she's experiencing resistance in her conservations to seek those funds and advocacy for us, then, yes. I think this is a great demonstration. Less about

the integrity or not of goDotte, but a demonstration of how these long-range plans are living documents and this is an excellent opportunity to make it what we want it to be.

Commissioner Davis said ultimately we want the staff to do the work. This all has to be a giant partnership for this to work out. Mr. Fisher, can you provide just your thoughts on this and the grants, in particular.

Jeff Fisher, Executive Director of Public Works, said first I want to say staff definitely recognizes the impacts and definitely don't want to create any impacts on the businesses. The fact is, there hasn't been any opportunity until this year. The VIP Program is new. The NOFOs are not even out yet. I think the Senator might have mistakenly referenced another program that the deadline did pass, and this bridge doesn't qualify for that one. The BIP, though, is an excellent opportunity and we have taken a look at a couple of options. You could do the Central Avenue Bridge and a 90/10 match for the 5,000 vehicles a day or we could do a package of smaller structures across the city. We've estimated that at 105,000 cars a day for the same money.

Staff has always taken the position—you might remember the subcommittee discussions where based on the data of the entire bridge inventory, the UG would need to spend \$14M a year for 10 years. That's impossible for the UG to do given that we also have to spend \$20M plus a year on street preservation. To get the PCI that's deteriorating from 51 to 65, which is what you all wanted. So, we've been looking for those opportunities.

Absent that, we've got the Kansas Avenue Bridge, which carries twice as much traffic and much more freight, so it's not that we don't want to replace the bridge. I've got engineers and project managers that would love to replace two river crossings in their career. That just doesn't happen, right?

We're here to serve. If the elected body and the community wants us to replace two bridges, we'll replace two bridges. The data just didn't support it given our financial position. That's where Public Works is coming from all along.

Now there is an opportunity. The Hub, that was approved last year, that application process didn't even become available until the last couple of months. We've actually been talking with KDOT about the Hub for the Kansas Avenue Bridge, because that is the priority. It is possible that if the UG wants to replace the Central Avenue Bridge, we can ask for funds from Hub for that

as well. That's only a 90/10 match, so it's a lot better than most from a local match perspective. More affordable for the UG. Given all the other needs across the city and infrastructure that I just gave you an example of, it's tough for me to recommend replacing the Central Avenue Bridge.

Commissioner Davis said I appreciate both of you all's perspective because, again, I mean we're just giving direction. I want to make sure that the work can actually be done, that we actually are applying for the grants, and that we can really make some progress.

I do support reopening the bridge. I would love, just my perspective, if we can make it kind of multimodal transportation just given the climate impact of just it being car only. I think that's quite frankly a little regressive. If it's possible for it to be multimodal, great.

Thank you all for providing that insight.

Commissioner Kane said Troy, Pam, and a bunch of us went out and met KDOT out here just, what, a month or so ago. Actually Troy and I were in the same meeting and had a nice little argument. I'm all for opening the Central Avenue Bridge. I also want to know what it would cost to fix some of the other bridges at the same time to see if more bang for the buck.

I was raised up and everybody thinks I was raised up in Piper. I was raised off of Thorp & Central. I used that bridge to go down to UPS when I worked down there. Everyone has to know that when we apply for this stuff, it takes a while. The Biden Infrastructure Plan is some of this money that we're going to ask for. There is a great deal of money to be asked for across the state. We should have been asking for this a long time ago because it's been there for a while.

I think we need to see what we can get, whatever that is, and then come back here and then make a financial decision that is best for the entire community. Like I said, I want the Central Avenue Bridge open, but I would also like to know the condition and the other bridges that are also out there. I know we've got trouble with some of them.

Commissioner Ramirez said it's a big decision that we're going to have to make. I know we had robust conversations, especially in Commissioner Bynum's subcommittee and the Infrastructure Committee. I believe you guys tackle bridges, streets, sidewalks, and bridges. I know you had robust conversation within your subcommittee. Mr. Fisher, he's right. When I chaired one of the subcommittee's for Parks & Rec and Facilities, we took a vow that we were going to make

decisions based on data. Make sure that it was strategic, and we used our resources the best we could.

I think this decision of me supporting this one, this is the only project where I feel like I can't follow data; that this one project, just of how the impact it could have on our community. Our community members, business leaders, they talked about, they gave us the numbers of what happened within just those two months of being closed down of how that impacted the businesses. We're always talking about we want to support small business owners in Wyandotte County. We can't do that if we have one of their main thoroughfares closed down. We're landlocking them. We're keeping them isolated from rest of the region. Yes, you can get to Central Avenue or downtown from anywhere, from some other places, but it's quicker if we have that thoroughfare open.

I support what we're doing tonight just to changing the language for us to have the ability to open the Central Avenue Bridge. I think we need to understand tonight what we're doing is just changing the language for us to even look at reopening the bridge. I think the harder conversations, the harder decisions are going to come soon and later. I support what we're doing tonight. I'm not sure what motion we're voting on or if any motion has been seconded yet.

Mayor Garner said there's no second.

Commissioner Bynum said, Representative Curtis, I appreciate the time and effort that you've spent on this, and I appreciate the folks that have come to speak to us. I'm, frankly, really glad that the commission chambers is so full, particularly from folks in the Central Avenue area because it's really important that we hear all the data. Mr. Fisher keeps referencing the data. I just want everyone to understand in '22 and '23, the Commission adopted an Infrastructure Strategic Plan that almost every single commissioner worked on in subcommittees. We have 270 bridges in Kansas City, KS; 17 of those bridges are what we would call major. Obviously, Central Avenue is one of them.

One of the findings from our work on the Infrastructure Strategic Plan was that as a Commission, we need to increase our annual spending on just bridges from about \$500,000 to \$14M annually. This gives you a notion of the scope of the infrastructure needs of our community. I say all that just to make everyone aware, which you are aware because you drive around our city

just like we do, but this is the magnitude of the dollars involved in bringing all of our bridges up to what I believe has a rating system associated with it.

We know, as a Commission, that if we're ever going to achieve that, because it feels almost impossible, that we have to create, within our budget, a preventative maintenance line item for annual budgeting purposes. I say all of that to say if we're going to change the goDotte Mobility Plan, I'm fine with it. I want to find a way to reopen or reconstruct or whatever that mechanism is that gets the Central Avenue Bridge opened and operating. I think we're going to have to look into, if we're going to try to go the tactic of Kansas Avenue, then we're going to have to look into what are the short-term immediate costs such as the work we did to work on reopening one lane of Kansas Avenue while we applied for the federal infrastructure money. We're going to have to look into that cost and figure out how we would do that work and pay for it.

Finally, all I would want to know tonight in order to vote affirmatively on the change is what is the language for the singular sentence that we would amend this plan with? If we could have a sense of what that sentence would be, I would be ready to vote.

Ms. Lawson said I'm not sure. The Commission has several options. You could change it. Sections 2 – 4 would still remain, but you could change it so the remaining sentence would be studying the feasibility of reopening the currently closed Central Avenue Bridge over the Kansas River. You could say work toward reopening the currently closed Central Avenue Bridge. Just depending on which route the Commission wish to take.

Mayor Garner said just for some clarity, but before I go, Commissioner Bynum had a motion. You want to clarify that?

Commissioner Burroughs said, body, we have tied the hands of our delegation when they can't go out and seek federal and state funding because our goDotte Plan has language in it that puts them at a distinct disadvantage. It almost shows that we are not supportive of the outcry that we've heard this evening in reference to the Central Avenue Bridge.

The easiest thing to do is take that portion out of the goDotte Plan and we could replace it with—I don't like feasibility studies. We just need to move to allow our delegation and our state to see that we are supportive of finding a way to open the Central Avenue Bridge collectively as

part of our community-wide master plan for the mobility aspect that we've talked about in the goDotte Plan.

This is very simple. All these other bridges are a point of interest. I understand that, but we are talking about one bridge tonight that we have put an anchor around the neck of those advocating for funding for that bridge by not showing them how supportive we are, as a body, so that they can move forward and advocate. The first time somebody looks at that goDotte Plan and sees that we have stated we want it torn down, the discussion is over. We need to allow our extra voices on the state and federal levels to hear our concerns that we want the bridge open, that we feel it's a necessary, vital corridor. So, it's just about the Central Avenue Bridge and that one little line item within the goDotte Plan that limits them from going out seeking funding.

Gunner, you hit it right on the head. You said it very well so thank you for how you communicated how that would work. I hope that gives some clarity.

The motion I stated earlier was strike that language out of the goDotte Plan, the language that limits—that says that we're wanting to take, and counsel read it earlier. I don't have that document in front of me, so I apologize.

Mayor Garner said while Commissioner Burroughs is examining that, Commissioner Markley.

Commissioner Markley said I don't think the intent is to remove it entirely because that doesn't give us the leverage either, right? We still have to say something about it. I think what Attorney Angela said earlier, I think is the right language which is we're going to work toward opening the Central Avenue Bridge, under Section 1.

Mayor Garner said Commissioner Burroughs made a motion. He's trying to get some clarity before he withdraws his motion or modifies it. We'll take a two-minute recess and we'll reconvene. (Recess was called at 8:44 pm. The meeting reconvened at 8:48 pm.)

Mayor Garner said I believe that Commissioner Burroughs has arrived at a motion that he's comfortable with.

Commissioner Burroughs said I'd like to withdraw my original motion and replace it and make a substitute motion.

Action: **Commissioner Burroughs withdrew his previous motion.**

Commissioner Burroughs said, body, in Section 1 where the verbiage starts, I think it says study for feasibility study, I want to replace that language, strike all of that, and put in "Work to reopen the Central Avenue Bridge with necessary emergency repairs, and seek funding to redesign and rebuild a new multimodal bridge connecting Central Avenue to James Street and the Levee Trail System."

Action: **RESOLUTION NO. R-85-23**, "A resolution to amend the Godotte Countywide Strategic Mobility Plan approved on August 25, 2022." **Commissioner Burroughs made a motion, seconded by Commissioner Bynum, to approve the ordinance striking aforementioned language and put in words to reopen the Central Avenue Bridge with necessary emergency repairs, and seek funding to redesign and rebuild a new multimodal bridge connecting Central Avenue to James Street and the Levee Trail System.**

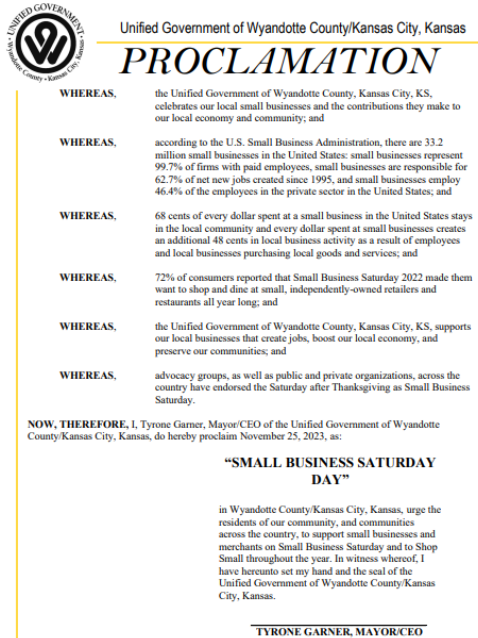
Commissioner Burroughs said this keeps all other sections as presented.

Roll call was taken on the motion and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 5 – 212925...PROCLAMATION: WYANDOT CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION

Synopsis: Proclamation proclaiming November 25, 2023, as Small Business Saturday Day, submitted by Tyrone A. Garner, Mayor/CEO.

Monica Sparks, Interim UG Clerk, read the following proclamation.



Action: **The proclamation was read.**

PLANNING AND ZONING AGENDA

Mayor Garner said I'll ask the Clerk to read the statement, required by state law, governing the Planning and Zoning portion of our meeting, followed by the items on the Planning and Zoning Consent Agenda. **Monica Sparks, Interim UG Clerk,** read the statement required by state law.

Ms. Sparks asked, does any member of the Commission wish to disclose any contact with proponents or opponents on any item on the agenda? **Commissioner Ramirez** said disclose receiving communication of proponents of SP2023-079. **Commissioner Bynum** said I heard from opponents and proponents of Non-Consent Agenda Item SP2023-042. **Commissioner Markley** said contact with proponents of 2023-079. **Commissioner Burroughs** said I've been contacted by opponents of 2023-072, that's opponents; and 2023-083 proponents of that one. **Commissioner Johnson** said I've received communication on SP2023-079, proponents. **Commissioner Stites** said communication with COZ2023-027 that would be opponents, and COZ2023-028, proponents. **Commissioner Kane** said I've had contact with COZ2023-027, and then I had Special Use Permit 2023-087. I was reached multiple times by a lawyer working for one of the people with an issue on the Planning and Zoning. This is the first time I've had that in nineteen and a half years. I

wanted people to know that I was reached out by a lawyer, not particularly a constituent, which I've never had happened. **Commissioner Davis** said I've spoken with proponents of SP2023-079.

PLANNING AND ZONING CONSENT AGENDA

Monica Sparks, Interim UG Clerk, read the items on the Planning and Zoning Consent Agenda.

Mayor Garner asked, do any members of the Commission, the County Administrator, or the public wish to set aside any item on the Planning and Zoning Consent Agenda? If an item is not set aside, all items on the Planning and Zoning Consent Agenda will be voted on by one vote to follow the recommendation of the Planning Commission.

Gunnar Hand, Director of Planning and Urban Design, said after the agenda was posted, we received two letters, one from Special Use Permit 2023-082, Heidi Tompkins, withdrawing her application; as well as one from SP2023-087, Patricia Zanutin, also withdrawing her application.

Staff would also like to request that Change of Zone 2023-027 be pulled from the Consent Agenda.

Mayor Garner asked, is there anyone in attendance who would like to set aside an item?

Leo Lilts, 506 North 4th St., said I would request that Item No. SP2023-066 be removed from the Consent Agenda.

Carolyn White, Kansas City, KS, said SP2023-042 to be removed from the agenda. **Mayor Garner** said that would be on the Non-Consent Agenda. We haven't gotten there yet.

Richard Jones, on behalf of Brad Hus, said on SP2023-072, we'd like to set that aside.

Commissioner Ramirez said if Mr. Hand can repeat the two withdrawals and the one set aside. **Mr. Hand** said staff requested that we pull off Change of Zone 2023-027 from the Consent Agenda to be heard later this evening, and then we notified that Special Use Permit 2023-082 and SP2023-087 had both been withdrawn by the applicants.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve all remaining items on the Planning and Zoning Consent Agenda.**

Mayor Garner said just for clarity, based on the information received from our Planning Director, two items have been withdrawn from the petitioners, so that's not going to be part of this consideration of this Commission; however, the Clerk has recorded the set asides.

Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

CHANGE OF ZONE APPLICATIONS

Item No. 1 – 212891...CHANGE OF ZONE APPLICATION COZ2023-026 - JACK XIONG WITH UG WATER POLLUTION CONTROL

Synopsis: Change of Zone from R-1 Single Family District to MP-3 Planned Heavy Industrial District for a water treatment facility at 2443R South 88th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Jack Xiong with the Unified Government, Public Works Department, Water Pollution Control Division, is requesting a Change of Zone from the R-1 Single-Family District to the MP-3 Planned Heavy Industrial District for an undeveloped property. The purpose of the Change of Zone is to create continuity between the subject property and the adjacent Wastewater Treatment Plant on 32.3 acres at 2443 South 88th Street, also owned by the Unified Government. The subject property currently serves as a landscaping buffer to the parcel where the plant is located, but will be more readily available to accommodate expansion of the plant if the Change of Zone is granted. The Planning Commission voted 8 to 0 to recommend approval of Change of Zone Application COZ2023-026, subject to:

1. While there are no development plans, the existing terrain, vegetation, and trees on the subject property must be preserved;
2. As part of any future development plan, a landscaping plan must be provided. Such a landscaping plan must be in compliance with all relevant landscaping requirements, including Sections 27-470(h), 27-700(b)(4), and 27-702;
3. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
4. Per Section 27-317, electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;

5. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
6. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
7. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Section 8-610 – Section 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620; and,
8. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Change of Zone Application COZ2023-026, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212892...CHANGE OF ZONE APPLICATION COZ2023-027 - TIMOTHY ELLIOTT WITH ATLAS LAND CONSULTANTS

Synopsis: Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District to develop a senior living facility at 9205 Garfield Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The representative, Katie Quigley, seeks a Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District to build three (3), 16-unit buildings in three (3) phases for senior housing (assisted living) on 6.71 acres. The Planning Commission voted 8 to 0 to recommend approval of Change of Zone Application COZ2023-027, subject to:

1. Because this is a planned district and multiple parcels are involved in this development, a Final Development Plan is required to be submitted prior to obtaining a building permit. Final architectural and civil drawings are required to be submitted at such time;
2. If necessary, Sec. 27-575(c)(3) Use of stepped retaining walls is necessary along public streets or other visible areas of the site to reduce the steepness of manmade slopes and to provide pockets or terraces for revegetation and landscaping. Every wall over six (6) feet in height must be “stepped”. Four (4) feet of terrace is required every 8 feet of wall;
3. Redesign the detention basin to be more natural in shape and size rather than a parallelogram;
4. In addition to establishing greater pedestrian connectivity throughout the development, where there are major parking lot crossings, crosswalks and/or other traffic calming devices shall be painted in the drive aisles, so residents and guests are alert to look for pedestrians;
5. Install a sidewalk on the south side of Garfield Avenue to North 92nd Terrace;
6. All dwelling units within a new development must be provided with a basement or with a FEMA standard safe room constructed to standards for the protection of the occupants (FEMA Publication 320 or 361);
7. Sec. 27-459(f) trees are required at not less than one (1) tree per 4,500 square feet of site area;
8. Sec. 27-700(b)(1) Buffer plantings, which shall include the equivalent of a minimum of one (1) evergreen tree or one (1) shade tree and three (3) large shrubs for each 30 feet of adjacent project boundary, shall be provided for such development adjacent to single-family or two-family zoned property. Except in district R-M and C-0, such buffer plantings may be arranged on any portion of the property. Buffer plantings will be in addition to required trees. All multi-family residential projects shall include at least one (1) shade tree per 8 dwelling units and one (1) shrub per dwelling unit in addition to the tree requirement, but not in addition to the buffer plantings if required;
9. Maintain the ridgelines, existing topography, and vegetation along the perimeter of the property, as these natural features will screen the development from the single-family homes abutting the property along the property line;
10. Landscaping and landscape beds, commons spaces and amenities shall be irrigated;
11. Parking lot islands shall be curbed and landscaped;
12. All overstory trees shall be at least two (2) inch caliper when planted. All ornamental trees shall be at least two (2) inch caliper when planted. All evergreens shall be at least six (6) feet when planted. All shrubs shall be five (5) gallons when planted;
13. Lighting cannot exceed one (1) footcandle at the property line;
14. Interior parking lots lights shall have 90-degree cutoff fixtures;
15. All utility connections, this includes green electrical boxes and free-standing electrical meters, must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall must be painted to match the building. Rooftop mechanical equipment shall be screened from public view by an architectural screen;
16. All electrical meter banks, typically on the side of the building shall be screened from public view;
17. The privacy fence abutting the single-family residences shall have masonry columns installed every 32 feet running;
18. All trash and recycling receptacles shall be enclosed on all sides with an opaque wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six (6) feet in height on all sides. When possible, the enclosure’s gate shall face away from streets or adjacent land uses. All screening materials must be well maintained at all times;

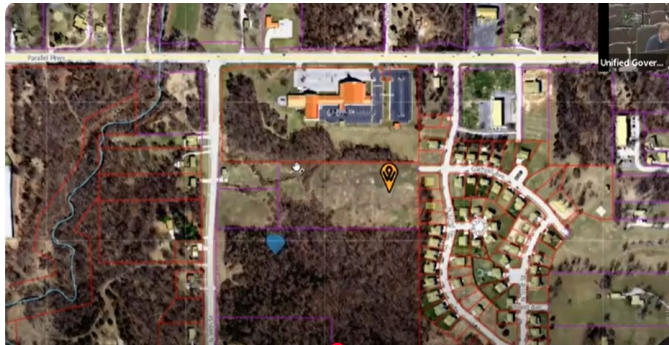
19. Regarding BPU transformer screening, the following applies
 - a. Gate doors are required for all types of screening that are placed in front of the transformers.
 - b. Fences shall be installed two (2) feet off the ground and have adequate clearance to open gate doors at 180° and have 10 feet clearance from pad when gate doors open.
 - c. Posts for gate doors must be installed a minimum distance of 10 feet apart in the front.
 - d. For slat fences, customer shall install a minimum of four (4) inch slats and have four (4) inches of space between each slat.
 - e. Customer must take account of the maturity size of the evergreen tree when planting saplings so that the trees can grow outside of the required clearance for evergreen trees, customer shall plant each tree so that there is two (2) feet or more of space from edge to edge between each tree at maturity. (e.g., blue arrow juniper grows up to two (2) feet wide, so there shall be four (4) feet of spacing between each tree taking account the growth of saplings).
 - f. Pad must have a minimum clearance of six (6) feet on each side, six (6) feet on the back and five (5) on the front allowing for 10 feet on the front when gate doors open;
20. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
21. All existing and future driveways must feature curb cuts that are constructed to UG standards;
22. A Right-of-Way Permit is Required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
23. Site improvements that include land disturbance activity on greater than one (1) acre of surface area of land shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspections Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
24. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) Permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks, or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting; and,
25. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (check made payable to the Unified Treasurer) immediately following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper.

Case	
COZ2023-027	
Petitioner	Address
Timothy Elliott	9205 Garfield Avenue
Synopsis	
A Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District to build three (3), 16-unit buildings in three (3) phases for senior housing (assisted living) on 6.71 acres.	

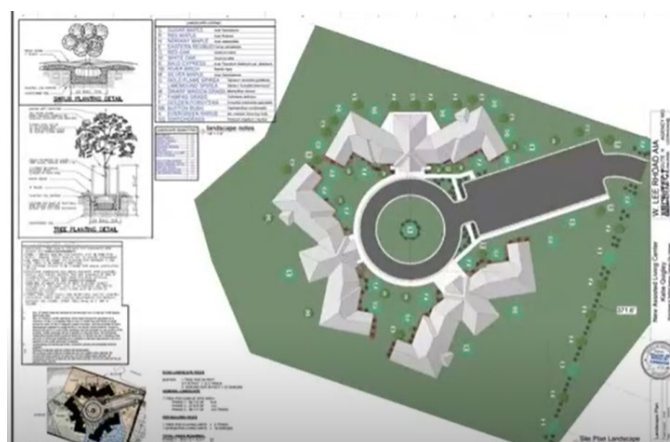
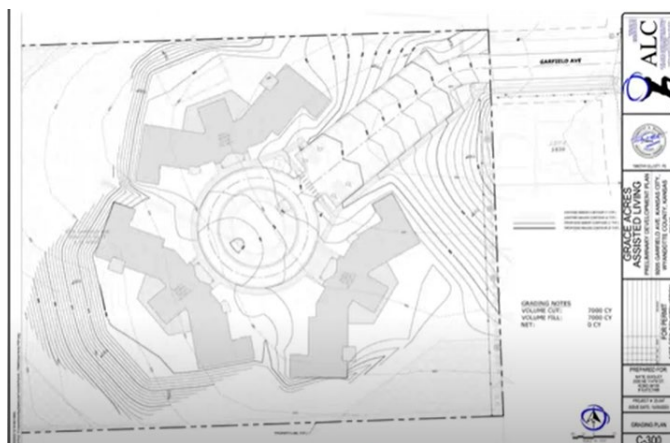
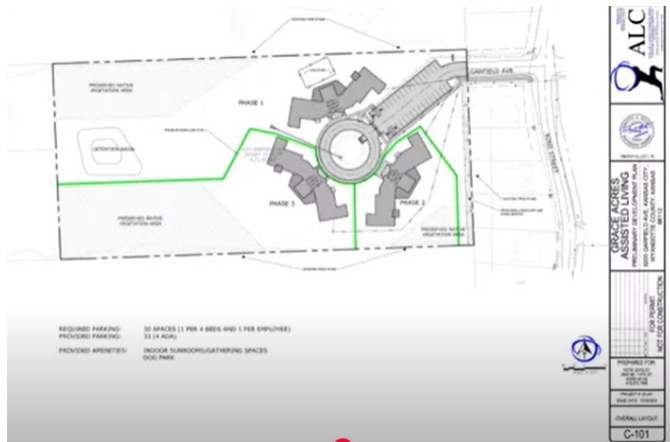
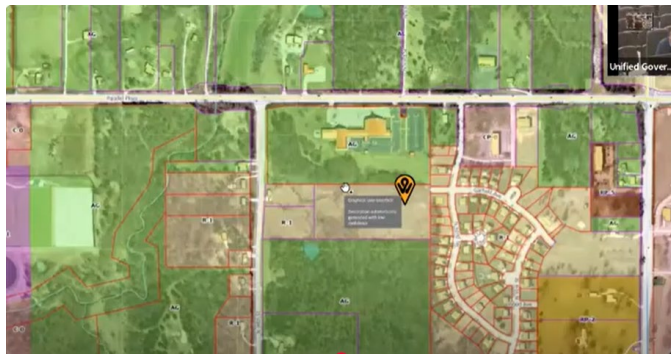
Gunnar Hand, Director of Planning and Urban Development, said this is a change of zone application from R-1 to R-4 for a three-phased project for a senior assisted living complex.

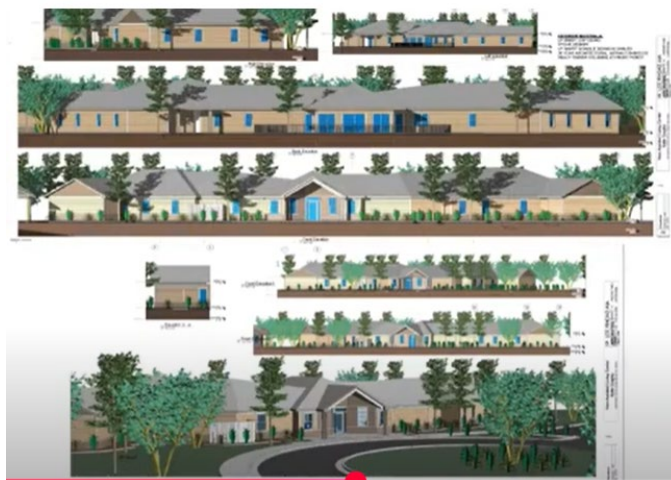
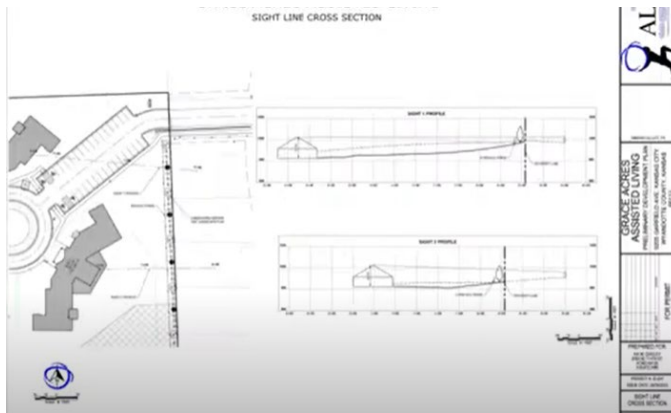


This is in the Prairie-Delaware-Piper Area Plan. Staff has received no letters of support.



There was opposition in attendance at the Planning Commission hearing earlier this evening. I do believe there are members from the public here tonight in opposition as well.







Public Opposition	Public Support
One (1) member of the public attended the 11/13/2023 CPC hearing to speak in opposition to the project.	None to date.
Staff Recommendation	
Approval	

Staff does recommend approval with conditions including open space buffering and additional screening from the subdivision as well as the church to the north, pedestrian connectivity into the existing sidewalk network along Garfield Avenue, as well as this; and all subsequent phases will have to come back for a final development plan.

Staff is asking for a continuance based on the comments that we received at the Planning Commission. We looked a little deeper into the comments by the Fire Department. Typically when we send these cases out, we get some cases that have comments and those that do not provide comments. Again, Fire didn't have comments on those, but based on the comments from the public, we asked Fire to look at that one again. We only recently got back their comments about this case and they'd like to take a harder look at this. So, we would ask for a continuance for 30 days.

Mayor Garner said I'll ask the applicant or representative to present the application.

Timothy Elliott, 14500 Parallel Road, Unit R, Basehor, KS, said I'm the representative with Atlas Land Consulting. As Gunnar said, we actually were talking to Byron, the Planner, and we wanted a continuance anyway. The property owner hasn't sealed the deal with the client yet, and

they don't want it rezoned until that is done. We needed to take a pause on it anyway, so this actually works out really well with it going back to Planning. We'll figure out whatever issues there are at that stage.

Mayor Garner said I'll open the public hearing and ask the Clerk, have you received any direct notification from the public who wish to express their comments in favor of the item? **Ms. Sparks** said no comments have been received. **Mayor Garner** asked, is there anyone present who'd like to speak in favor of the item? (No one appeared.) Is there anyone joining us virtually, Clerk, who would like to speak in favor of the item? **Ms. Sparks** said no hands are raised.

Mayor Garner asked, Clerk, have you received any direct notification from the public who wish to express their comments in opposition to the item? **Ms. Sparks** said no comments were received. **Mayor Garner** asked, is there anyone present who would like to speak in opposition of the item?

Gary Johnson, Kansas City resident, said I am in opposition to changing the R-1 to RP-4. That area is the Sunset Ridge area and it is a pretty much closed-in area. As you can see, there's one way in, one way out of there. If you start adding multifamily-type units back there, there's going to be one thing, a lot of traffic. There's been a lot of concerns with the residents of Sunset Ridge about having something like that there.

I spoke with the owner of the property prior to it being changed to R-1. He expressed that he would like to—came to me and expressed that he would like to change it from agricultural to residential R-1. With that, I was good with. When they start talking about putting the multifamily units back there, then that's where I have issues. Not only do I have issues, but I have talked to several of the residents there in our little community and every last one of them have expressed opposition to that being built in that area.

That's all I have right now. They're all willing to sign a petition to that fact.

Lawrence Harvey, Sunset Ridge Addition, 1723 North 91st St., said Mr. Johnson actually lives in the only house right now currently on 92nd St., which will be right before this deal would be put through. My concern is, we don't, like you said, we don't have any way to get in and out; one

way. It is a major intersection coming off Parallel. It's a dangerous deal. If they put that through, there would be more people, more cars. That would cause more congestion and traffic concerns.

I would like for this to be sent back to Planning and Zoning and start the process all over again so that we can inform more residents in Sunset Ridge so we can get more people involved. I've talked to several people, just like Mr. Johnson has, and I have not found one resident that is for this. So, I'd like to see it sent back to Planning and Zoning for total redone so we can all get together on it. The only people that were involved were people within 250 feet. That was only like three houses. All the rest of us, we never got no notification. I'd like to see more people, more notification done so we know more about it. Also, a future study on the traffic in and out of Parallel.

Mayor Garner asked, is there anyone else that would like to speak in opposition? (No one appeared.) Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Ms. Sparks** said no hands are raised.

Mayor Garner said I will now close the public hearing. Petitioner, would you like to make some closing comments?

Mr. Elliott said to all those comments about traffic issues, we did—to get to this point in the process, we did have to do a traffic study. With the intended use, even at the final stage where there are three buildings and a total of 48 units, the traffic volume is very low.

Again, this is assisted living. Most of these people won't have vehicles. As you can see, our parking is very small because of the same reason. Most of those people won't have vehicles.

That subdivision doesn't have a two-lane road. It can handle up to a thousand trips per day. That subdivision doesn't have nearly enough houses for it to be an issue. I can't remember off the top of my head what the added trips were, but it was not very many. In the peak hour I think it was like four in the peak hour.

So, basically what I'm saying is we've gone through this process of doing this traffic study already. We presented it to the Planning folks and everything's been good. As far as those concerns, that shouldn't be one of them.

Yes, we already had a public meeting. We had a sign posted on the property advertising that this change was going to take place. At that meeting, we had no one show up in opposition. This is the first time hearing any opposition.

Commissioner Stites said, Gunnar, it's my understanding that it's already going to be sent back, right? That will be sent back to Planning and Zoning.

Mr. Hand said the options before you are approve, deny, holdover, or remand back to Planning Commission. I think the neighborhood sounded like they wanted you to send it back to Planning Commission. Staff asked for a holdover. I think the issue is, because we've only had a chance to preliminarily look at, with Fire, the project in more detail. What is in consideration is that some threshold multifamily uses like this trigger a requirement for two ways in or out. This one, obviously, has one. So, if Fire determines it does need a second entrance and exit, that's enough to trigger it back down to Planning Commission anyway. You could be conservative and send it back now or we could see how it plays out and deal with it later.

Again, the applicant noted that timing is less of an issue, so I defer to your judgment.

Commissioner Stites asked, is there a neighborhood group in that area; a home association? **Mr. Hand** said I think there's a HOA. I don't think that there's an established neighborhood group. I'd have to double-check real quick. The two, believe it's Mr. Allen, I apologize. He did show up at the City Planning Commission and noted that he lives outside of the 200 foot area and didn't receive notice but saw the sign. He was concerned about the 200 foot notice.

I think, again, if we did ever revisit or when we ever re-notice that project, it's going to be within that 200 feet, but staff can work with both Livable Neighborhoods and Mr. Allen to make sure rest of his neighborhood gets the notice.

Commissioner Stites said I agree. We've made it a point up here and emphasized that when there's homeowners associations and community groups, that they are notified and go above just the notification of the 200 foot rule so that people are, especially a development of this magnitude.

Commissioner Stites said the other question that I had, and I apologize. I don't remember the gentleman's name that spoke first, but he said that it was changed originally from Ag to R-1. When was that? When did that happen?

Mr. Hand said the current property owner, Mr. James, I believe is his name, did that about two years ago.

Commissioner Stites asked, did we know at that time what was the reason given? What was supposed to happen? Why did we change it from Ag to R-1?

Mr. Hand said if I remember that one correctly, Mr. James used to own one single large parcel and platted it to—maybe it was just one parcel and he platted it to two. I think this third one is actually not his. But he had one large parcel that went all the way from 94th over to this stub at Garfield Avenue. He subdivided it into two maybe three and wanted to keep one site for his house on 94th and then redevelop it as—well, he wasn't going to do the redevelopment. He wanted to sell it for development for a subdivision. So, he must have found, I'm assuming right now, but he must have found another interested party to do this project as opposed to some extension of Garfield Avenue for more subdivision.

Commissioner Ramirez said what Mr. Hand said about the possibility of Fire needing—this development needing a possible second entrance, I would make the motion to remand back to the Planning Commission with instructions to further study this based on the Fire Department's assessment of traffic flow.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Stites, to remand Change of Zone Application COZ2023-027 back to the Planning Commission to further study this based on the Fire Department's assessment of traffic flow.** Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212893...CHANGE OF ZONE APPLICATION COZ2023-028 - CURTIS PETERSON WITH POLSINELLI

Synopsis: Change of Zone from A-G Agriculture District to CP-2 Planned General Business District to construct the Atlas9 interactive art gallery at 9700 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

And

Item No. 20 – 212901...SPECIAL USE PERMIT APPLICATION SP2023-099 - CURTIS PETERSON WITH POLSINELLI

Synopsis: Special Use Permit for grading, fill/removal of earthen fill at 9700 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Curtis Petersen, with Polsinelli PC, wants to rezone a portion of 9700 State Avenue from A-G Agriculture District to CP-2 Planned General Business and create one (1) commercial lot to build a 53,267 square foot interactive art museum on 4.62 acres and a Special Use Permit for off-site grading to the west when this parcel is subdivided. The Planning Commission voted 8 to 0 to recommend approval of Change of Zone Application COZ2023-028 and Special Use Permit Application SP2023-099 (for 1 year), subject to:

1. The following requirements of the Commercial Development Guidelines Overlay District have not been met, and from which Applicant is requesting a deviation for approval:
 - a. Per Section 27-575(e)(1), the majority of all surface parking and all drive through facilities should be located to the maximum extent possible behind the buildings or in the interior of the block;
 - b. Sec. 27-575(f)(3) Buildings should be oriented primarily to the street;
 - c. Sec. 27-576(c)(2) In order to break up the monotonous appearance of the long facade, a building wall no more than 45 feet in length should be divided into increments of no more than 45 feet through articulation of the façade. This can be achieved through combinations of at least three (3) of the following techniques:
 - i. Division or breaks in materials;
 - ii. Building offsets (projects, recesses, niches);
 - iii. Window bays;
 - iv. Separate entrances and entry treatments; or,
 - v. Variation in roofline.
 - d. Sec. 27-596(e)(2) Metal paneling may only account for 15% of the exterior building materials per façade. Incorporate various exterior building materials that comply with Sec. 27-576(e)(2);
2. The median along State Avenue allowing full access to the southern entrance/exit will be moved as part of the Interstate 435 interchange improvement;
3. Per Business Licensing Department: All occupying businesses will need to file and maintain the occupation tax application with our office for their business activity;
4. Utility easements shall be provided along each side of the lot to form a continuous utility easement. All easements shall be at least ten feet wide. The required ten-foot width may be

provided through five-foot easements on either side of lot or parcel lines when lines do not form, in whole or in part, the outside;

5. Utility easements shall connect with easements established in adjoining properties;
6. Per Sec. 27-317 Electrical power, telephone service, and cable television (if applicable) shall be provided by underground wiring for all new wiring provided;
7. Trim the 8 – 9-foot sidewalk adjacent to the grass median and ADA accessible space southwest of the building as it appears to serve minimal function for pedestrians in the parking lot;
8. Crosswalks shall be added to internal drive aisles, driveways, and intersections where sidewalks are connected along and across the perimeter of the building and throughout the parking lot where guests and employees walk to the building;
9. Install sidewalk in the southern and eastern medians to facilitate pedestrians through the parking lot;
10. The City of Kansas City, Kansas reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing installing, constructing or reconstructing any public utilities, including, but not limited to sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated;
11. Sec. 27-466(g) requires that trees are required at not less than one (1) per 7,000 square feet of site area. Sec. 57-577(a)(5) states that landscaping shall exceed the typical code requirements by at least 75 percent. The subject property is 4.62 acres, requiring 50 trees to be provided on the site plan. This does not include the street trees along the perimeter road/drive and parking lot islands;
12. Sec. 27-577(b)(3)(a) states that one tree with a minimum caliper of two inches (ornamental) evergreen trees must be at least six feet tall when planted) provided for every 30 feet of street easement or frontage;
13. Sec. 27-577(b)(3)(b) states that street trees should be planted no closer than 55 feet and no more than 65 feet apart with groupings or ornamental trees and shrubs placed between them;
14. Sec. 27-577(d)(1) states that at least 75 percent of the length of building foundations facing public streets, the exterior of the development, or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers;
15. Sec. 27-575(e)(4) states that parking must be screened from adjacent streets by walls, shrubs, trees, or other design elements;
16. Sec. 27-700(b)(9) Any lighting used to illuminate an off-street parking area, sign or other structure shall be arranged to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlights or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one-foot candle as measured from said property line. All lighting on the property, both on the buildings and in parking lots shall have 90-degree cutoff fixtures;
17. All parking lot islands shall be curbed and landscaped. Painted, hatched islands are not permitted. For the parking lots that are used by passenger cars that have a paved area wider than a double-loaded aisle and more than 20,000 square feet in area, provide one (1) shade tree for

- each 20 parking spaces on the interior of the parking lot. Interior tree plantings are in addition to other landscaping requirements;
18. All deciduous and shade trees shall be at least two (2) inch caliper when planted. Evergreens shall be at least six (6) feet in height when planted. Shrubs shall be at least five (5) gallons when planted. Throughout the development, there may be a variety of native grasses and plants (wildflowers);
 19. All landscaping shall be irrigated;
 20. All new rooftop mechanical equipment (i.e., RTUs, HVAC, vent stacks, etc.) shall be screened from public view by the parapet of the building. Architectural screens such as opaque, textured, or perforated panels do not meet the standards of the Commercial Design Guidelines;
 21. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
 22. Hours of operation for grading shall be Monday through Friday, 8:00 AM – 5:00 PM;
 23. Adhere to the erosion control plan and SWPPP to mitigate dust and reduce mud/dirt on the public right-of-way;
 24. Following the conclusion of the site grading, the site shall be brought the finished grade and seeded until groundcover is established;
 25. Future development will require its own entitlement, which may include, but is not limited to Variances, Change of Zone, Preliminary and Final Development Plan, Preliminary and Final Plat;
 26. Obtain a hauling permit from the Public Works Department;
 27. All existing and future driveways must feature curb cuts that are constructed to UG standards;
 28. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
 29. Improvements that include land disturbance activity on greater than one (1) acre of surface area of land or include the construction or alteration of a structure 1,000 square feet or larger shall require a land disturbance permit issued by the Unified Government and shall be compliant with all applicable local ordinances and State Statutes and Regulations (Article XIV, Sections 8-610 through 8-618). Land disturbance fees shall be processed by UG Public Works during the Land Disturbance/Site Development application. The Land Disturbance permit and all applicable Public Works permits can be obtained from the Public Works Department, 701 North 7th Street, Kansas City, KS 66101, (913) 573-5700. With the issuance of the Land Disturbance Permit, a grading permit is required and issued by the Building Inspection Division, Neighborhood Resource Center, 4953 State Avenue, Kansas City, KS 66102, (913) 573-8620;
 30. A Pre-Construction meeting is required for any improvements to public infrastructure upon the approval and issuance of a Development Review Committee (DRC) Permit. Any improvements to, construction or alteration of: sanitary systems, stormwater systems, public or private streets, sidewalks, or other public infrastructure will require a pre-construction meeting with the Department of Public Works. The applicant is required to contact the County Engineer at (913) 573-5400 or by info@wycokck.org prior to construction to arrange this meeting;
 31. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private

property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

32. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
33. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
34. Subject to approval, a \$250.00 ordinance publication fee for the Change of Zone and Special Use Permit must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
35. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Change of Zone Application COZ2023-028 and Special Use Permit Application SP2023-099 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

SPECIAL USE PERMIT APPLICATIONS

Item No. 1 – 212894...SPECIAL USE PERMIT APPLICATION SP2023-025 - WATHIQ KASSIM

Synopsis: Renewal of a Special Use Permit (SP-2020-102 - expired 8/5/2023) for an auto body repair shop at 744 Kansas Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Wathiq Kassim, is requesting renewal of a Special Use Permit to continue to operate (expires on August 5, 2023) an auto body shop at 744 Kansas Avenue. This auto body shop is an expansion of KCK Automotive at 716 Kansas Avenue. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-025, for five (5) years, subject to:

1. Repair any damaged or missing building materials on the four building walls and the stone perimeter fence. Complete the northern section of fence to attach to the building northwest corner;
2. Do not exceed the limit of 12 vehicles on the property;
3. All vehicles must be parked or stored in designated parking stalls;
4. No outside storage of wrecked or inoperable vehicles at any time;
5. Provide a trash enclosure that provides the required screening as described and with materials that match the main building, or store the trash dumpster inside of the building at all times, except when being serviced;
6. Approval allows no more than 12 vehicles at this site. Since this parking lot is not screened to allow inoperable or wrecked vehicles, wrecked or inoperable vehicles may not be parked outside and must be stored inside the building;
7. No on-street parking of vehicles for this business. All vehicles on-site for repairs or maintenance must be stored on the property and be properly screened from view;
8. No auto repair or servicing is allowed outside or in public view;
9. No storage or warehousing of salvage or wrecked automobile parts on the property. Storage of salvage parts requires M-3 Zoning and a separate Special Use Permit;
10. Vehicles shall not be parked on the right of way of Kansas Avenue in front of the property. Vehicles shall not park on Kansas Avenue or Coy Street at any time;
11. This Special Use Permit applies only to 744 Kansas Avenue. There cannot be any shared work, inventory, storage, or property access with another business or another property under this Special Use Permit;
12. No storage or warehousing of salvage or wrecked automobile parts on the property. Storage of salvage parts requires M-3 Zoning and a separate Special Use Permit;
13. Replace any dead trees and maintain in perpetuity for tree cover;
14. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation.

Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

15. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27-592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
16. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
17. If approved, The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit in order to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
18. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (check made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
19. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-025 for five years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212897...SPECIAL USE PERMIT APPLICATION SP2023-064 - SANTOS ORNELAS

Synopsis: Special Use Permit to operate a drinking establishment with live entertainment at 5235 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Santos Ornelas with Goodmath Inc, seeks to operate a drinking establishment with live entertainment at 5235 State Avenue. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-064, for two (2) years, subject to:

1. Hours of operation shall be Sunday through Thursday from 4:00 PM – 12:00 AM and Friday through Saturday from 12:00 PM – 1:00 AM;
2. The live entertainment shall cease operation by 1:00 a.m.;
3. Off-duty KCK police officer, Gerado Velasquez, Jr. will be the security personnel for the drinking establishment;
4. Alcohol can only be provided by licensed vendors;
5. Doors and windows must stay closed during any entertainment performance;
6. Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104(f)) including:
 - a. Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;
7. Patrons are not allowed to loiter in their vehicles. If so, they will be asked to leave;
8. An I.D. scanner will be used at all times;
9. At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles;
10. No amplified speakers or entertainment is allowed in outdoor spaces; and,
11. Any illumination that results from an entertainment event shall not be seen or otherwise impact adjacent residential uses;
12. The dumpster on the east side of the building shall be fully enclosed with an opaque screen (wood privacy fence) and door to screen the dumpster from public view;
13. Resurface the parking lot to remove the potholes and restripe the parking spaces;
14. Stripe one (1) additional parking space in the parking lot to total 96 parking spaces to share between the drinking establishment and liquor store;
15. Sidewalks shall remain clean and clear of trash and debris;
 - a. Create a direct pedestrian access from the sidewalk along State Avenue to the front door of the building. A hatched crosswalk shall be painted in the parking lot linking these two ends together;
16. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
17. If approved, the applicant must file and maintain a current business occupation tax application with the Business Licensing Division located at 4953 State Avenue, Kansas City, KS 66102 – (913) 573-8780 or businesslicense@wycokck.org;
18. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the

Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
20. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
21. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper;
23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit; and,
24. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-064 for two years, subject to

the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212898...SPECIAL USE PERMIT APPLICATION SP2023-066 - MEGAN DUMA WITH MD RENTAL HOMES, LLC

Synopsis: Special Use Permit to operate a Short-Term Rental at 408 Sandusky Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Megan Duma, is requesting a Short-Term Rental Special Use Permit at 408 Sandusky Avenue. This is not the owner’s primary residence. There was previously a Special Use Permit on the property (SP-2019-106), however, it lapsed in December 2020, nearly three (3) years ago. The applicant continued to operate despite this lapse. This would be the one (1) and only short-term rental on the 400 block of Sandusky. The Planning Commission voted 7 to 0 with 1 abstention to recommend approval of Special Use Permit Application SP2023-066, for one (1) year, subject to:

1. The applicant shall maintain the provided parking agreement throughout the duration of the Special Use Permit;
2. Maximum number of guests shall be six (6);
3. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
11. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use

of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;

13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all

conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Case	
SP2023-066	
Petitioner	Address
Megan Duma	408 Sandusky Ave
Synopsis	
To approve a Special Use Permit for a short-term rental. This is not the owner's primary residence.	

Gunnar Hand, Director of Planning and Urban Design, said this is a special use permit for a short-term rental, non-owner occupied.



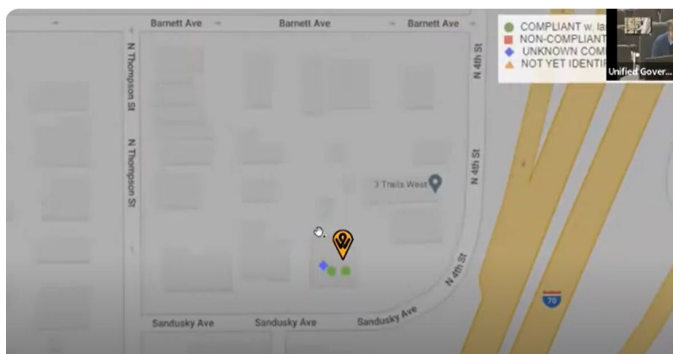
This is in the Central Area Plan.



Staff has received no letters of support; none in opposition.



There are no notices of violation on the property.



Staff does agree with Planning Commission's recommendation for one year with conditions of a maximum of six people on-site, two cars off street, and to retain a parking agreement with the adjacent property owner for those two off-street spaces.



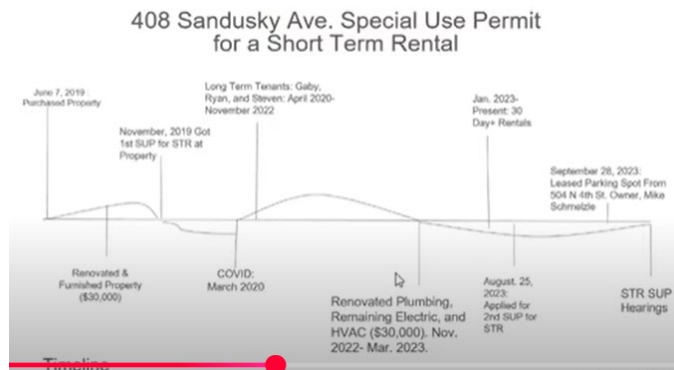


Public Opposition	Public Support
None to date.	None to date.
Staff Recommendation	
Approval	

Mayor Garner said I'll ask the applicant or representative to present the application if they're present.

Megan Duma said here speaking to the special use permit for a short-term rental at 408 Sandusky. I don't know, Gunnar, because I was on the Consent Agenda, do all of the slides that I had earlier, are they part of this presentation as well?

Mr. Hand said I can find those in a second.



Ms. Duma said just for everyone, I think it's helpful to have a timeline of how things happened with respect to this short-term rental. I purchased it in June 2019 and then spent about \$30,000 at that time fixing it up; making it better than it was. Then I applied for my first STR, special use permit, in November 2019 and was approved. We really didn't have that many bookings. You can see from the timeline that COVID happened. So, short-term rental land December and January and February were very, very slow. March 2020 is when COVID happened. The first short-term rental permit was pretty much—I didn't get to use it. That's no one's fault; just COVID's fault. When that happened, I decided to go long-term here. I rented long-term to some great tenants that were there for a year and a half. They moved out in November 2022 and that's when we realized there were lots of big problems with the mechanicals of the property, so we spent a lot of money fixing those up: all new plumbing, just taking care of everything, making sure the property was a good and safe place whether it's long-term or short-term. We never illegally rented here whatsoever. We've always been 31 days plus.

We applied for a new permit and there were some issues when I had the neighborhood meeting with respect to parking and just distaste for short-term rentals in general, which I do understand. Because we are bordered by this particular property—it's bordered by business properties, property zoned in business zones, I think it's a really good option for the one per block that KCK has adopted as its policy.

I come to you again not having violated your laws whatsoever with respect to this property and asking for your approval. I'm surprised I'm off of the Consent Agenda, but I'm happy to respond to any neighbors' needs.

Mayor Garner said I'll now open the public hearing. Clerk, have you received any direct notifications from the public who wish to express their comments in favor of the item? **Ms. Sparks** said no comments have been received. **Mayor Garner** asked, is there anyone present who would like to speak in favor of the item? (No one appeared.) Clerk, is there anyone joining us virtually who'd like to speak in favor of the item? **Ms. Sparks** said no hands are raised.

Mayor Garner asked, Clerk, have you received any direct notifications from the public who wish to express their comments in opposition of the item? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is anyone present who would like to speak in opposition to the item?

Leo Eilts, 506 North 4th St., said my property is immediately adjacent to the property in question here. The application does require that she provide two off-street parking spaces for that property. There are no parking spaces. The one that she claims as a parking spot is a 10 foot square slab of concrete. That's not big enough for a car to fit on under any circumstances. I'll be glad to leave these pictures here with you.

The other parking spot that she claims is the one she leases, well, that property is next door to me too. The owner, I know for a fact, is going to be selling that property. I'm sure the lease will not follow the sale because anybody who buys that building, it is zoned as a mixed-use building like commercial and residential, just like mine, is going to want to have complete command of that entire parking lot. In fact, as a practical matter, she has no off-street parking at all. The one spot that she does claim with the slab of concrete here is really inaccessible. It's very hard to get to because it's on a very steep alley, so it's hard to get to anyway, much less get a car fully on that piece of concrete.

There's a property right next door adjacent to hers with the exact same footprint as hers. That is a gentleman who built two parking spaces the right way. It's sufficient size. It's got borders. It's finished. It's got berms. It can be done right. But for her to put two parking spaces

on her property there, I know she doesn't want to do it because it would take up the backyard almost entirely. She wants to use that as an entertainment area for her tenants.

We've gone through this before. I just don't think that she has sufficient parking for this application, and that's my point.

Shall I leave these photographs? **Mayor Garner** said you can give them to the Sergeant-at-Arms.

Mayor Garner asked, is there anyone else present who would like to speak in opposition? (No one appeared.) Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Ms. Sparks** said no hands are raised.

Mayor Garner said I'll now close the public hearing. Petitioner, would you like to make some closing comments?

Ms. Duma asked, Mr. Hand, do you have the photo that says Leo's parking situation on that same file that I sent to the Clerk? I anticipated this.



I have a lease with Mike Schmelzle who has the parking lot in the building next to Leo's. Leo doesn't actually care about parking. This is Leo's parking situation in front of his property. I anticipated he'd come up and say this so I want to show the Council what we're dealing with. He's parking. There is plenty of parking, A. It's not an issue. And B, he doesn't care. He just wants to stop me from doing what I'm doing. I don't want to host events or anything like that. I'm very

good at hosting short-term rentals and providing for people to come to Strawberry Hill, a place that I love and that I'm from and be part of our community.

I have provided a lease with Mike Schmelzle. Mike has been talking about selling his property for many years. Whether he does or doesn't, I will consent that if there's an issue with parking with me, I will take care of it. My special use permit can be conditioned on that. I have no problem with that whatsoever.

This is in front of Leo's building. He's not only parking in front of his building, he's parking in front of Mike's building. He's also taking up, whoever is part of his group is taking up a lot of the road there. You can also see there's plenty of road left. Right around the corner is my property. I don't think it's fair for him to come up and say what he said. I just want you guys to see what the truth is.

Commissioner Stites asked, Gunnar, the concrete pad that was in the photo that says that it was for an additional parking spot, is it adequate for a parking spot?

Mr. Hand said no. It doesn't meet the required dimensions for a commercial parking space. Again, commercial standards. You could fudge it. It's Strawberry Hill. But no, it doesn't meet the dimensions required as per code.

Commissioner Stites said if and when that property was to sell and now we're looking into the future, the owner of where she has that current lease space, that could be negotiated into the sell of that property that she has that lease. We're looking into the future. She would have to come back in, if I'm not mistaken.

Commissioner Stites said, her recommendation for approval is for how long, one year? **Mr. Hand** said yes. She previously had a short-term rental that had lapsed so this is effectively a brand new, not a renewal, so one year. **Commissioner Stites** said for one year. So if that happens to change, that could be a condition at that time, correct? **Mr. Hand** said that's correct.

Action: **Commissioner Stites made a motion, seconded by Commissioner Kane, to approve Special Use Permit Application SP2023-066 for one year, subject to**

the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

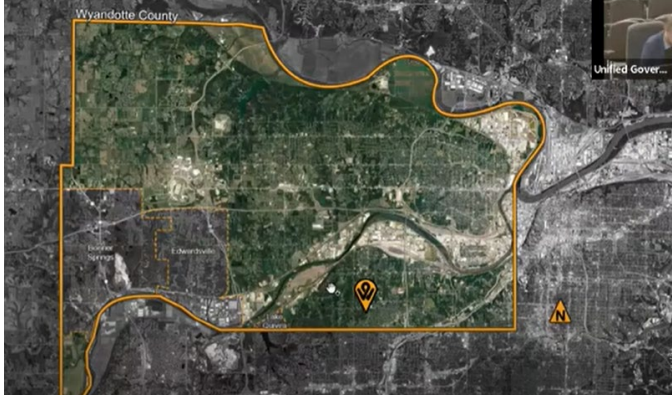
Item No. 4 – 212899...SPECIAL USE PERMIT APPLICATION SP2023-072 - BRAD HUS

Synopsis: Special Use Permit for a Short-Term Rental/Cabin Retreat with an alpaca farm at 2914 South 74th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Brad Hus, is requesting a Short-Special Use Permit to develop and operate short-term rental cabins at 2914 South 74th Street. This is not the owner’s primary residence. This would be the first and only permitted short-term rental on the 2900 block of South 74th Street. The Planning Commission voted 8 to 0 to recommend denial of Special Use Permit Application SP2023-072, as it is not compatible with the neighborhood.

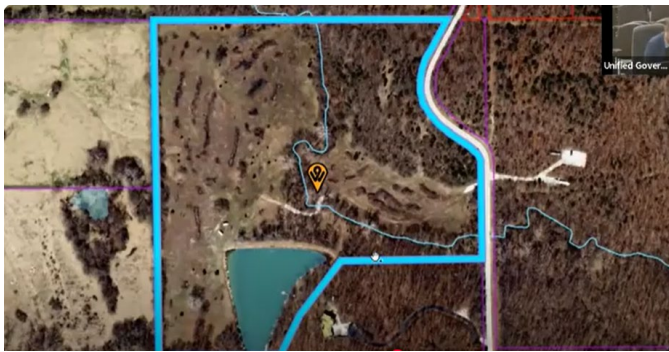
Case	
SP2023-072	
Petitioner	Address
Brad Hus	2914 South 74 th Street
Synopsis	
To approve a Special Use Permit for multiple Short-Term Rental cabins in a campground (“glamping”) setting.	

Gunnar Hand, Director of Planning and Urban Design, said this is a special use permit for a non-owner occupied what we’re calling a short-term rental cabin retreat. I’ll say right now that this was one of those short-term rental uses that we did not anticipate when we drafted the short-term rental ordinance that you all adopted last May. So, this one was difficult for staff.

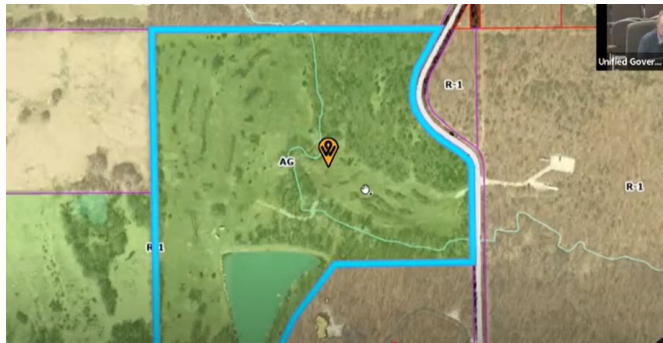
It is proposing a maximum of 17 units at the end of the day. I believe this is a phased project by the applicant. They’re proposing to not build all 17 upfront. The site plan we have is for a maximum of 17 total units on the property.



This is in the Citywide Comprehensive Plan in the Morris-Turner area.

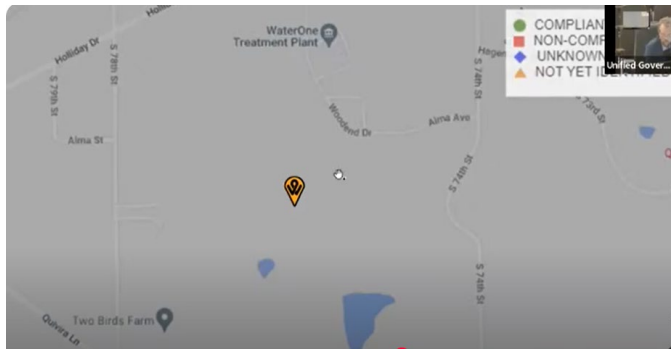


Staff received no letters in support. There was opposition at the City Planning Commission earlier this month. There are no notices of violation on this property.

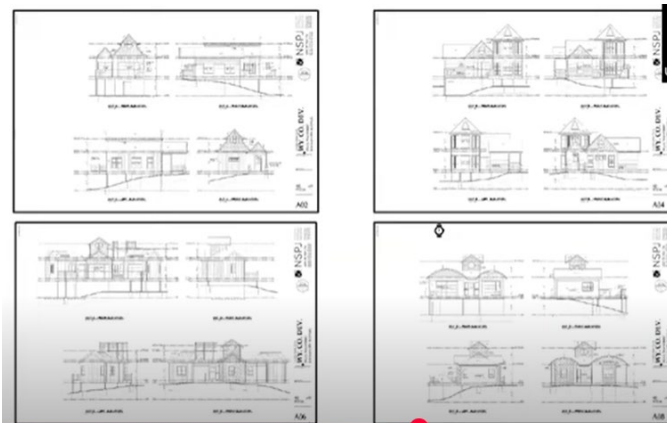
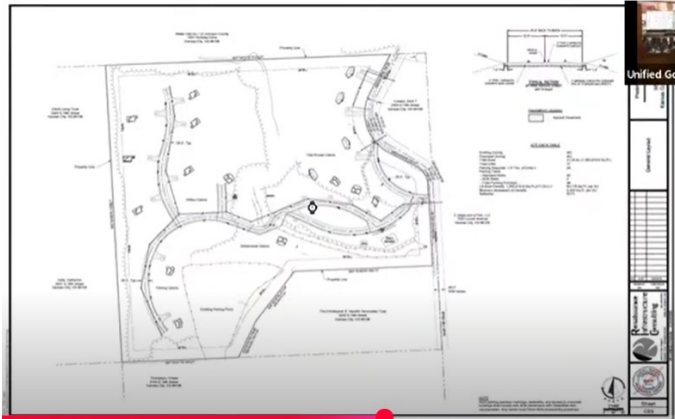


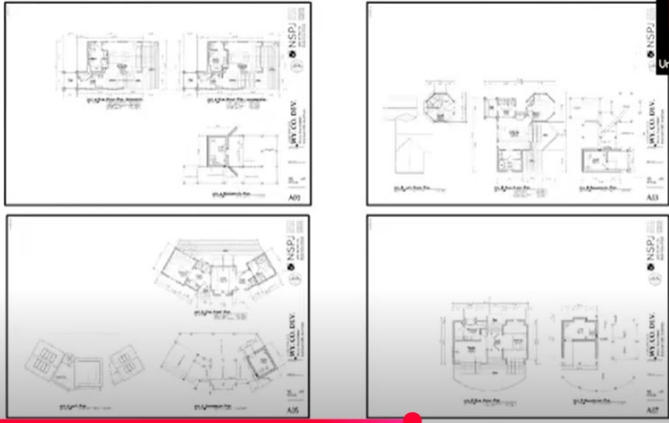
There were a couple of things raised by members of the public that made Planning think twice about our recommendation. We were not able to change it in time for this report. In fact, it's a typo. It should have been changed but it wasn't. So, it still reflects that we are in support.

Staff agrees with Planning Commission and recommends denial. We do have conditions of approval if you need them.



November 30, 2023





Public Opposition	Public Support
There have been several letters and calls in opposition to this proposal. 38 members of the public attended the 11/13/2023 CPC hearing to express opposition to the proposed project.	None to date.
Staff Recommendation Approval	

Mayor Garner said I'll ask the applicant or representative to present the application.

Rich Jones, 10515 Westbrook Drive, Overland Park, KS, said we do understand that based on the feedback that we received from the neighbors that there were great areas of concern. The reason we've asked for this to be remanded back to Planning Commission is we'd like to discuss with the Planning Commission what our options are. We had no intention after the Planning Commission, or even prior to the Planning Commission public hearing, that we had of building the 17 units. The property has the capability to host the 17 units.

Our additional Phase One was to build a barn structure and four of these cabin rentals. These would be in the 650 to 750 square foot range, with the proposed budget about \$250,000 per unit.

We do have a meeting scheduled with Planning Commission on December 4th with Mr. Molloy and Mr. Hand to discuss further options. We were just asking for an extension to go back and look at what we could do to change and then maybe come back and re-present to the public community again at that meeting and then again with the Board of Commissioners.

Mayor Garner said I'll now open the public hearing. Clerk, have you received any notification from the public who wish to express their comments in favor of this item? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is there anyone present who'd like to speak in favor of this item? Seeing none. Is there anyone joining us virtually, Clerk, who would like to speak in favor of the item? **Ms. Sparks** said we do have a hand raised, Kate Hauber.

Kate Hauber, Shawnee, KS, said we live just up the road from this site. I go by it virtually every day when I work and not working remote. I just want to start out by saying, and I said this at the Planning meeting as well, it's a very dangerous road. We've got a lot of traffic. We've had a lot of accidents. It's...**Mayor Garner** said let me stop you. Are you in favor of this item or in opposition? **Ms. Hauber** said I'm in opposition. I'm sorry. **Mayor Garner** said okay. We'll get back to you.

Mayor Garner asked, Clerk? **Ms. Sparks** said no other hands are raised.

Mayor Garner asked, Clerk, have you received any direct notification from the public who expressed their comments in opposition of the item? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is there anyone present who'd like to speak in opposition of the item?

Laura Christensen said I own and operate a farm at 2931 South 78th, which is immediately to the west of the proposed development. I was present along with a lot of neighbors and community members at the Planning Commission. I don't know how many of us spoke against it, but a lot of us did. I think we did a pretty good job of going through the aspects that Planning is supposed to consider when they go through approval. I think we kind of knocked it out of the park.

I understand what Mr. Hus would like to have. It's a neat idea. The group, as a whole, was not opposed to development in general, but we really don't want this to happen. We don't feel like it fits in the neighborhood. For our farm, we really feel it affects our ability to farm and feel that we can keep the neighbors safe, our farm safe, and our equipment safe. This is basically a hotel asking to go in and that's not short-term rental. It's a hotel if you're looking at 17 units.

There were a lot of concerns raised and I don't want to speak for all those neighbors. I would encourage you to look at the minutes of that meeting. There was a lot that was brought forward.

I understand that my neighbor is trying to do something with the property, but it's interesting to me that they applied for Ag zoning. They were approved. They haven't done anything to comply with Ag. I'm not going to comment on the feasibility of an alpaca farm. It's very difficult for me not to. I think it's interesting to note that it was just said that we actually had no intention of having 17 units. So, I think it's difficult for the community to support somebody who says we want to get rezoned Ag and we're not going to do anything Ag, though. We're going to put forward a proposal for 17 units. Oh, we didn't actually mean that. That's not what we're going to do. **Ms. Sparks** said one minute remaining.

Ms. Christensen said I just want to state opposition and encourage you to let the Planning Commission's decision stand.

Stephanie Barton, 7243 Forest Drive, said I also attended the last meeting with the City Planning Commission. I do think that we did a great job in explaining all of the issues we see. Specifically, I spoke about the special use permit of the Urban Planning and Land Use in Section 27-253 under Application Requirements, Subsection B-Technical Studies. It lists several different things that should be done. One of those being there is a Class C, high hazardous dam located on this property. We are currently waiting for the results of the inspection that was done. We have heard that possibly that inspection has never been done on this dam, so that was one of the big concerns that we have because the impact of that would be property loss, lives lost, so on and so forth. So, I think that's a really crucial point to make, especially since we're waiting for those results to come back.

Furthermore, we're not quite sure that this harmonizes with the land or the surroundings. There are businesses as you heard Laura speak about. It just doesn't seem that it fits with what they're trying to do because throughout this whole process, I went to the public meeting, both of them that were held, and I went to the public hearing. This plan keeps changing and we're not sure why. So, we bring questions forth. They may be answered; they may not be answered. The issue is, we don't really know what this is or what it looks like.

We would ask that—I'm not sure what we do. Currently, we do not agree with the way that the plan was presented. So, would that be...**Ms. Sparks** said one minute remaining.

Ms. Barton said recommendation to deny. We would ask that the business plan be denied.

Marsha Kent, 2627 South 72nd Terr., said I live right around the corner in the hill from where this is being proposed. Just as Stephanie mentioned, we've had—there's lack of transparency. Answers keep changing. One minute you can have tents there, the next minute you can't. It was going to be called a campground and then they couldn't change the terminology and now it's not a campground. Seventeen units; not seventeen units.

Besides all of that, my taxes have gone up over \$5,000 overnight and they haven't even started. I've asked what value they anticipate this to be. No answer. I don't know if I can even afford to stay. I've been there more than 32 years at the same address. My husband and my father are both retired Kansas City, KS firemen. I've lived here my whole life. I don't want to be uprooted because I can't afford to stay because of the situation.

There's not going to be any security. No security. That's a concern for us. We just talked about what a great job our Police Department is doing and we don't want to be pulling them over here for all these little things because they can't take care of their business if there's issues that arise.

There's been talk about the increase in traffic. The dangerous curve and hill where even today, there was almost a situation. A bus and a truck. You cannot pass at the same time. It's dangerous.

I just wanted to bring a few of our concerns. We are strongly opposed. We don't want it.

Jennifer Lloyd, 3155 Quivira Lane, said I'm to the southwest of this proposed land project, whatever you want to call it. I don't think they're sure what they want to call it. The community has spoken against this in full force. It does not fit with our community, and I think it's pretty evident from the beginning when they—the first meeting that they had was 2:00 in the afternoon on a weekday in a working-class community.

I've said this at the last meeting, I'm third generation on the property that I'm at. I have a fourth and fifth generation coming up on it. It does not fit the community. He said that they did

not propose putting 17 units, yet in the initial information that I received in the mail, it had 17 units on it. So, they doublespeak.

The size of the cabins that they were talking about, if I remember correctly, they were talking about 550 to 600 square feet at the last meeting. Now he's upped it to 650 to 700 square feet, which if I understand right, it's getting closer to what's allowed.

Anyway, just strong opposition to this. We want somebody that's going to work with the community, not against it.

Mayor Garner asked, anyone else who'd like to speak in opposition? (No one appeared.)

Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Ms. Sparks** said we have Kate Hauber who originally thought she was speaking. She's still online.

Kate Hauber, 4708 Mullen Road, Shawnee, KS, said I am speaking—my husband and I live—we've lived here 34 years. We live at the top of the hill, just where Mullen Road turns into 74th Street, right on the Wyandotte County line between Wyandotte and Johnson County. This is one neighborhood from one end of the street down to Holiday Drive. As it has been stated, it is a residential neighborhood. It's a narrow street. There are dangers to the street. We've witnessed many accidents. We've witnessed hill hopping. There's speed issues on this road. There's a blind curve on this road. So, I just would point out that to add any more traffic that would be consistent with this kind of a use of this property, would be very difficult. It is supposed to be a 25 mile an hour zone, and I can tell you that most people don't drive 25 miles an hour going down this road.

As also was stated, if you've got two people coming head-on and one is a larger truck, you just can't get through it. I wanted to point that out because we see it from the perspective of people either trying to gun to get up the hill or really coming down that hill and going so fast you really shouldn't be walking on the road.

But more importantly, what I'd like to do is just to make sure that everyone understands, at least in my reading of this ordinance—and as was stated earlier, this ordinance really was not intended, in reading it, is not intended to cover something like this. Even if you don't put in up to 17 units, this is still not a short-term rental. A short-term rental anticipates the rental of a dwelling. A dwelling is not a motel or a hotel. There's a reason for that, especially for issuing a special use permit in an area that is heavily residential. I think it's critical to note that the ordinance itself

carves out from dwelling any motel or hotel, as does the definition of short-term rental. It carves out...**Ms. Sparks** said one minute remaining.

Ms. Hauber said it carves out any motel, hotel, or lodging.

The one item that I would note, too, is that there are three ways that a short-term rental can be approved. Two of them clearly don't apply. The third would be 1, Subsection C, of the ordinance. Even in that, that anticipates a short-term rental of one unit on one parcel. We're talking multiple units on one parcel. So, I think by that alone, this does not meet the definition. This also, again, there's a reason that we have rezoning that is required to put these in place because there are more protections for land owners, for residents who adjoin the property, and when you're trying to really change the entire character of a neighborhood that has always been heavily and primarily residential.

I appreciate the time in being able to talk.

Jessica Kent Deterding, 2629 South 72nd Terr., said I just wanted to circle back a little bit on the security thing. This property is nestled in between a couple of other properties. There's a huge pond on the property that's kind of shared and used by the neighbors. It's nestled up right next to a farm with cows. It's nestled up right next to a very large water treatment plant. So far, there's not been shown any plans, like business plans, presentations, anything to give us a better idea of what to expect or what's going on.

On top of that, the plan is only to have somebody on-site Monday – Friday during the day, not in the evenings, not on the weekends, which is the main time this will be used. None of the people that are involved in this project live in the area. I don't believe any of them even live in the county. So, it's one of those things of what's going to happen with this? How are we going to monitor to make sure—a lot of us go to that pond and neighborly—I fished there as a kid. My kids fish there. How are we going to keep it family-friendly? How are we going to keep it safe? Those are all things that are just super concerning with this situation on top of the road, and the fact—at the last meeting, there were several of us that did come and like talk. There was a whole presentation that we all had that was more than was even given to us about what we're going into.

I think the biggest thing is this sounds like a commercial property. There's not even any plan of anyone living on the property when this is happening. It doesn't make any sense to us and we're just really, really concerned.

Christopher Handlin, 3000 South 74th St., said I've been a resident in Wyandotte County for 20 years. I've lived at my residence for 10 years. I have 1,100 feet property line with the proposed project. I have two young children, and I have a lot of concerns about this commercial project surrounding my residential setting.

I have many concerns with the amount of zoning laws this currently violates. Quite frankly, I'm pretty upset it's even got this far. These zoning laws are in place to protect the citizens of Wyandotte County. Right now, we're here wasting our time. We shouldn't be here. These zoning laws should be in place to protect us. It shouldn't even got this far.

We have a Class C hazard dam that is a lawsuit waiting to happen. It hasn't even been inspected by the state in over 60 years. Class C hazard dams have to be inspected, per state law, every three years. They have no inspection on record with the state of Kansas. They're still awaiting the first inspection in over 60 years on this large dam.

I would ask you to listen to your Planning Commission, who unanimously thought this was a bad idea as well, and do your due diligence and protect the citizens of Wyandotte County.

Ms. Sparks said there are no other hands raised.

Mayor Garner asked, would the petitioner like to make some closing comments?

Mr. Jones said we have heard all these comments and taking those into consideration. That is why we want to move back to the Planning Commission.

In regard to some of the things that were spoken of. Traffic. We did ask the city about having to do a traffic study. It was deemed not necessary for the area at the time. We are willing to move forward and pay for a traffic study if we move forward with any more of this.

We understand the dam situation. The dam was built in 1955. Two years ago, I believe, Mr. Kemna, the owner of the property, did have the dam inspected by an engineer. It was not inspected by the state. We were not aware of a state permit required. But since the state has come out, they are working on a dam report, and we are waiting on those results to come back. So, we are aware of that situation.

As far as the property and the lake itself, it is private property. The lake is private property to the owner of Mr. Kemna. Moving forward, I would say that we will take the necessary steps to protect that lake for the safety of the neighbors and the people in the area, but the lake is private property, owned by Mr. Kemna.

Again, we'd like you to take into consideration remanding this back to the Planning Commission and letting us have some more conversation, maybe some redevelopment on this project, and then moving forward again.

Commissioner Burroughs said, Mr. Jones, you said you would like to have this referred back to Planning and Zoning. Do you have a different proposal you want to propose for the site?

Mr. Jones said we're thinking we're going to have to have a different proposal, yes. So is that a different number of units? Is that going to be a residential home on the property for Mr. Kemna? We're looking at our options right now, which is why we want to have this meeting again with the Planning Commission.

Commissioner Burroughs said, Mr. Hand, if we refer this back to committee, this same project could advance and come back before us again. Would it go back on a consent calendar for us to review again? I know it'll have to go back through the process, but if it went through the process for denial, would it come back forward on a consent calendar again just like it did tonight?

Mr. Hand said I did two things to that, Commissioner. If you all remanded it back to Planning Commission in December, we'd probably have to continue it because to change the project in the next two weeks would take maybe a little more time than that because it's asking for 17 units. If they were to reduce it, we could probably use the same case number, notification, all that material, and all that information. So, whatever the Planning Commission then decides about a revised project, yes, it would come back to the Board of Commissioners. If it was unanimously recommended one way or another, it would, again, be on the Consent Agenda.

Just a quick point of clarification for everybody. If it were to be denied, the applicant would not be able to file another special use permit for a short-term rental for a year.

Commissioner Burroughs said in light of the fact that we have no short-term rental ordinance that addresses this type of use, I would move for denial, supporting the recommendation of Planning and Zoning.

Action: **Commissioner Burroughs made a motion to uphold Planning Commission's recommendation to deny Special Use Permit Application SP2023-072.**

Commissioner Stites said I time periodically and tune in and watch the Planning and Zoning meetings on a night I don't have anything else going on. Gunnar, if you can, how many people spoke in opposition that night?

Mr. Hand said we recorded 38 people. Not all of them spoke, but we did, I think, it was about 15 or 16 people who spoke, and then we did a show of hands and I counted 38. **Commissioner Stites** said I would say that's pretty accurate. A lot of opposition.

Commissioner Stites asked, how many short-term rentals would we allow right now on a single parcel?

Mr. Hand said the way the ordinance was written, it based a density calculation per parcel on a building typology. So, like if it's a duplex, you could have two short-term rentals in that duplex. As it increased in size, it kind of reduced the amount of majority. The intent of allowing multifamily units: fourplex, sixplex, whatever, to have more than was to add that flexibility, but we did it in a way so that it was less than the majority of the units. We wanted to make sure it was still the spirit of the ordinance was that this was focused on owner-occupation versus having a short-term rental hotel, essentially. So, a multiple number of units could be allowed on a single parcel like this, but we never said it was always based on what the building typology was and there's no building here.

I think one of the biggest concerns staff has for this is let's say you guys approve and then don't renew it in a year, we have 17 dwelling units on a single parcel that can't be there. That would require a subdivision, a rezoning ordinance, all kinds of things. Even if they went just with four, we'd have to subdivide the property and figure it out and/or pull up millions of dollars of infrastructure and investment, which is a waste. **Commissioner Stites** said right.

Commissioner Stites said right now it's currently zoned Ag, correct? **Mr. Hand** said yes, that's correct. **Commissioner Stites** said from what I viewed that night and watching it, it's clearly, to me, an attempt to circumvent the zoning change to commercial. It's 17 VRBOs on one parcel. **Mr. Hand** said correct. **Commissioner Stites** said I listened closely and there was a lot of opposition. I will back up the commissioner that made the motion to support the recommendation for denial.

Action: **Commissioner Stites seconded the motion for denial.**

Commissioner Markley said I just wanted to ask a clarifying question because you mentioned their inability to come back and apply for a short-term rental. I think the applicant said we're not really sure what we would do. Maybe it's a single-family home. They could come back with an application for something totally different after a denial. They just couldn't come back with an application for a short-term rental. Is that correct?

Mr. Hand said correct. The code basically says you can't come back and apply for the same project. It has to be significantly different. So a short-term rental at 17 and a short-term rental at 4, I would interpret as the same thing. So, correct.

Mayor Garner said there's a motion. **Commissioner Stites**, just for clarity, was that a second? **Commissioner Stites** said yes. **Mayor Garner** said there's a motion and a second for denial. Is there any further discussion?

Mr. Hand said point of order. We never got the purpose of the opposition. We have to state the reason for opposition. It can't be public opposition.

Commissioner Burroughs said I believe I made a statement, Gunnar, in reference to the fact that there's not a policy. I had it right here. I apologize. I shut my document here. The fact that we have no short-term rental ordinance to address this type of use, I'm recommending denial.

Mr. Hand said you're right. I'm sorry, Commissioner.

Commissioner Stites said (inaudible).

Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis. (Prior to Commissioner Bynum’s vote, she asked, my aye vote is a vote to uphold the denial, correct?)

Item No. 5 – 212900...SPECIAL USE PERMIT APPLICATION SP2023-074 - WAYNELL HENSON

Synopsis: Special Use Permit to operate a Short-Term Rental at 2501 North Tremont Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Waynell Henson, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 2501 North Tremont Street. This is not the owner’s primary residence. This would be the first and only permitted short-term rental on the 2500 block of North Tremont Street. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-074, for one (1) year, subject to:

1. The applicant shall repair/replace the sidewalk in the front of the property;
2. All additional Property Maintenance Citations shall be addressed and remediated;
3. If the applicant chooses to also rent as a long-term rental, the applicant shall obtain a rental license in addition to the business license;
4. Maximum number of guests shall be six (6);
5. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
6. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
7. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;
8. Applicant is to maintain liability insurance;
9. The property must remain in proper maintenance and free of hazards, pests, or infestations;
10. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
11. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
12. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
13. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;

14. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
15. All existing and future driveways must feature curb cuts that are constructed to UG standards;
16. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
17. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
18. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
19. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
20. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
21. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
22. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or

their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-074 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 6 – 212902...SPECIAL USE PERMIT APPLICATION SP2023-075 - AYA AGATHE M'BRA

Synopsis: Home Occupation Special Use Permit for a wig-making business at 8127 Troup Avenue, #106, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. Applicant, Aya M’Bra, is requesting a home occupation Special Use Permit to operate a wig-making business at the subject property, 8127 Troup Avenue #106. Applicant will make wigs on the subject property and keep wig materials and samples on site. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-075, for two (2) years, subject to:

1. No signs related to the business shall be posted at the property, either at the subject dwelling unit, another dwelling unit or building, or within the common space of the subject property;
2. No customers may come to the subject property;
3. If approved, the applicant must file and maintain a current business occupation tax application with this office;
4. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
5. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances (Section 27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492). No such business shall use the public right of way for any business operation. Any parking shared with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

6. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision, as well as all rules and regulations of the apartment complex and any terms of lease, within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located, or other violate the rules and regulations of the property owner or the lease agreement between the property owner and the applicant-tenant;
7. The Special Use Permit shall be valid for two (2) years from the publication of the associated ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
8. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
9. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-075 for two years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 7 – 212890...SPECIAL USE PERMIT APPLICATION SP2023-080 - DENISE TOMASIC WITH PURPLE PROPERTIES LLC

Synopsis: Renewal of a Special Use Permit (SP2022-082 - expired 11/3/2023) to operate a Short-Term Rental at 419 North 6th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Denise Tomasic, is requesting a renewal of a Short-Term Rental Special Use Permit (SP2022-082, which expires 11/03/2023) to operate a short-term rental in both units at 419 North 6th Street. This is not the owner’s primary residence. This would be the first

and only permitted short-term rental on the 400 block of North 6th Street. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit SP2023-080, for one (1) year, subject to:

1. The applicant shall complete their Change of Occupancy/Building Permitting. The Business License will not be issued until the Change of Occupancy is complete;
2. The applicant shall not operate until these requirements have been met;
3. Maximum number of guests shall be six (6) per unit;
4. All parking must be off-street, maximum number of vehicles is two (2) per unit, four (4) maximum. No STR renters or guests may park on-street;
5. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
6. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
7. Applicant is to maintain liability insurance;
8. The property must remain in proper maintenance and free of hazards, pests, or infestations;
9. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
10. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips website);
11. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
12. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
13. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
14. All existing and future driveways must feature curb cuts that are constructed to UG standards;
15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
16. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

17. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
18. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
19. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
20. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper;
21. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-080 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 8 – 212905...SPECIAL USE PERMIT APPLICATION SP2023-082 - HEIDI TOMPKINS

Synopsis: Special Use Permit to operate a dog kennel/grooming operation at 9240 Georgia Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Heidi Thompkins, has applied for a Home Occupation Special Use Permit for the operation of a pet grooming and kenneling business at the address of 9240 Georgia Avenue. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-082, for two (2) years, subject to:

1. The applicant shall pave the driveway apron from the roadway to the property line. The applicant does not need to pave the entire driveway;
2. The applicant shall pave any parking spaces within the property;
3. The hours of the salon operation are limited between 7:00 AM and 6:00 PM;
4. Staff requires that the driveway apron from the roadway to the property line is paved as well as any new parking spaces within the property. There may not be an expansion of gravel for customer parking. A new asphalt or concrete pad is required for new parking spaces;
5. All existing and future driveways must feature curb cuts that are constructed to UG standards;
6. Any business or land use in Kansas City, Kansas that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
7. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
8. The Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
9. If approved, the applicant or any occupying businesses must file and maintain a current business occupation tax application with the Kansas City, Kansas business licensing office. Any contractor associated with the project shall file and maintain a current business occupation tax application with the Kansas City, Kansas business licensing office and with the building inspection office;
10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is

compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
13. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
15. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: **Item was withdrawn by the applicant.**

Item No. 9 – 212906...SPECIAL USE PERMIT APPLICATION SP2023-083 - JOHN MCCLELLAND

Synopsis: Special Use Permit to operate a drinking establishment at 412 North 5th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, John McClelland with L & B Breit's Inc., seeks to continue to operate a drinking establishment. The business is transferring ownership, necessitating a new Special Use Permit at 412 – 414 North 5th Street. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-083, for five (5) years, subject to:

1. Hours of operation are Monday through Thursday - 11:00 AM to 12:00 AM, Friday and Saturday – 11:00 AM to 2:00 AM, and Sunday - 11:00 AM to 8:00 PM;
2. Outdoor lighting, if any, must be installed so as not to cast light onto neighboring properties. Lighting may not exceed one (1) footcandle at the property line;
3. Sidewalks shall remain clean and clear of trash and debris;
4. Alcohol can only be provided by licensed vendors;
5. Live entertainment – any music that is performed in-person by an individual group, or played through speakers via jukebox, karaoke, etc. is required to have a Special Use Permit.
6. Restripe the parking lot in the rear of the property for the apartment units;
7. North of the building, plant small shrubs (Arbor Vitae) along the fence line, inside the outdoor patio;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
9. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
10. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
11. Subject to approval, the Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than

two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

12. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
13. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-083 for five years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 10 – 212907...SPECIAL USE PERMIT APPLICATION SP2023-084 - JOHN OVERTON

Synopsis: Special Use Permit to operate a drinking establishment at 1200 Osage Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, John Overton, seeks to continue to operate a drinking establishment. The building was formerly used as a bar/tavern (Bar None) with a Special Use Permit expiring in 2019. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-084, for two (2) years, subject to:

1. The parking area should be paved with asphalt or concrete and curbs and/or concrete wheel stops be provided around the perimeter with a six (6) foot paving setback along the west. There should also be ADA compliance and 16 spaces must be available;
2. A six (6) wood screening fence shall be maintained along the west line of the property;
3. If a trash dumpster is proposed, it must be completely enclosed by an architectural screen;
4. Remove the shipping container from the parking lot located on the north side of the building;
5. Due to the proximity of residences to the west, north and east, the business shall close by 1:00 AM;
6. Outdoor lighting, if any, must be installed so as not to cast light onto neighboring properties. Lighting may not exceed one (1) footcandle at the property line;

7. Resurface (new sealant) and restriped the parking lot;
8. Sidewalks shall remain clean and clear of trash and debris;
9. Alcohol can only be provided by licensed vendors;
10. Live entertainment – any music that is performed in-person by an individual group, or played through speakers via jukebox, karaoke, etc. is required to have a Special Use Permit;
11. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
13. Subject to approval, the Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
14. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
15. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-084 for two years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 11 – 212908...SPECIAL USE PERMIT APPLICATION SP2023-085 - JON WONDERGEM

Synopsis: Home Occupation Special Use Permit to repair musical instruments at 1108 Shawnee Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. Applicant, Jon Wondergem, is requesting a home occupation Special Use Permit to operate an instrument repair business. Applicant will serve customers who come to the subject property to drop off instruments for repair and to pick up repaired instruments. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-085, for two (2) years, subject to:

1. No signs that advertise for or give directions to the business shall be posted on the subject property;
2. No employees other than family members may work at the subject property;
3. There shall not be any equipment that creates excessive amounts of dust, noise, or light, or otherwise interfere with radio or television reception;
4. No trucks with a gross vehicle weight rating over 10,000 pounds or other heavy equipment shall be parked on the subject property;
5. Approximately 10 customers are anticipated to come to the subject property per month to drop off and/or pick up products;
6. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
7. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
8. If approved, the applicant must file and maintain a current business occupation tax application with this office;
9. All existing and future driveways must feature curb cuts that are constructed to UG standards;
10. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
11. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
12. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances (Section 27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492). No such business shall use the public right of way for any business

operation. Any parking shared with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

13. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
14. The Special Use Permit shall be valid for two (2) years from the publication of the associated ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
15. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
16. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-085 for two years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 12 – 212909...SPECIAL USE PERMIT APPLICATION SP2023-086 - MAKSIM KUNAKHOVICH

Synopsis: Special Use Permit to operate a Short-Term Rental at 4211 South Thompson, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Maksim Kunakhovich, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 4211 South Thompson Street. This is not the owner’s primary residence. This would be the

first and only permitted short-term rental on the 4200 block of South Thompson Street. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application SP2023-086, for one (1) year, subject to:

1. The paved front-yard sidewalk should have the grass removed from it and maintained otherwise to prevent any tripping hazards;
2. Maximum number of guests shall be six (6);
3. All parking must be off-street, maximum number of vehicles is three (3). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
11. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-086 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 13 – 212910...SPECIAL USE PERMIT APPLICATION SP2023-087 - PATRICIA ZANQUETIN

Synopsis: Special Use Permit to operate a Short-Term Rental at 2110 North 104th Terrace, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Patricia Zanquetin, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 2110 North 104th Terrace. This is not the owner's primary residence. This would be the first and only permitted short-term rental on North 104th Terrace. There is another application for a short-term rental on this block, however, that application must wait until this application has been resolved. The Planning Commission voted 7 to 0 to recommend denial of Special Use Permit Application SP2023-087, for the reasons listed in the staff report and the following:

1. The Petitioner has operated the Short-Term Rental out of conformity; They have had more guests and cars than allowed; This may create issues with noise and illumination; and,
2. The Petitioner has been operating the Short-Term Rental out of conformity with Factor #12. Upon a site visit, Staff noted that the applicant had more than seven (7) guests and more than three (3) vehicles in the driveway.

Action: **Item was withdrawn by the applicant.**

Item No. 14 – 212911...SPECIAL USE PERMIT APPLICATION SP2023-088 - VANESSA NYHUS

Synopsis: Home Occupation Special Use Permit to produce gummies, topicals and a powdered drink at 11411 Hollingsworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Vanessa Nyhus, is requesting a home occupation Special Use Permit at 11411 Hollingsworth Road to operate a business that manufactures and sells gummies, topicals, and powdered drinks in a commercial kitchen within the basement of the applicant's primary residence. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-088, for two (2) years, subject to:

1. No signs that advertise for or give directions to the business shall be posted on the subject property;
2. No employees other than family members may work at the subject property;
3. There shall not be any equipment that creates excessive amounts of dust, noise, or light, or otherwise interfere with radio or television reception;
4. No trucks with a gross vehicle weight rating over 10,000 pounds or other heavy equipment shall be parked on the subject property;

5. No customers shall come to the subject property to place orders or pick up products;
6. Only inventory samples of food products and gummy-, topical-, and powdered drink-manufacturing supplies shall be stored on the subject property;
7. There shall be no parties at the subject property related to the Special Use Permit, including “manufacturing parties” or a “sales parties”;
8. All products must be packaged by Applicant, and all products are sold directly to third-party consumers;
9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
10. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
11. If approved, the applicant must file and maintain a current business occupation tax application with this office;
12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and at all times be compliant with all applicable local ordinances (Section 27- 463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492). No such business shall use the public right of way for any business operation. Any parking shared with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
15. The Special Use Permit shall be valid for two (2) years from the publication of the associated ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

16. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
17. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-088 for two years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 15 – 212913...SPECIAL USE PERMIT APPLICATION SP2023-089 - AMANDA TARWATER

Synopsis: Home Occupation Special Use Permit for a dog grooming operation at 10120 Hollingsworth Road, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Amanda Tarwater, has applied for a Home Occupation Special Use Permit for the operation of a pet grooming business at the address of 10120 Hollingsworth Road. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-089, for two (2) years, subject to:

1. All cleaning products shall be disposed of in accordance with the products directions;
2. Hours of operation should be limited to Weekdays between 7:00 AM and 6:00 PM;
3. No dogs shall be boarded on the property. If the applicant seeks to expand to boarding, they will be required to amend their Special Use Permit;
4. All existing and future driveways must feature curb cuts that are constructed to UG standards;
5. Any business or land use in Kansas City, Kansas that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27-676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the

business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;

6. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
7. The Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
8. If approved, the applicant or any occupying businesses must file and maintain a current business occupation tax application with the Kansas City, Kansas business licensing office. Any contractor associated with the project shall file and maintain a current business occupation tax application with the Kansas City, Kansas business licensing office and with the building inspection office;
9. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
10. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
11. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
12. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
13. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days

following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,

14. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-089 for two years, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 16 – 212914...SPECIAL USE PERMIT APPLICATION SP2023-092 - BRETT JACOBSON

Synopsis: Special Use Permit for semi-truck sales at 1701 South 45th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Brett Jacobson with Used Truck Pros, seeks to operate a used truck dealership at 1701 South 45th Street. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-092, for two (2) years, subject to:

1. Hours of operation shall be Monday through Friday from 8:00 AM to 5:00 PM;
2. Fencing must comply with all UG ordinances as specified in Chapter 8 of the Unified Government Code of Ordinances;
3. No parking or idling shall be allowed along the driveway stretch from South 45th Street onto the property;
4. Patch the parking lot;
5. Stripe the parking lot for customers, employees and trucks that are on display for sale;
6. If the curb is damaged from trucks rolling onto it, the curb and abutting fence shall be repaired in a timely manner;
7. Install an opaque gate door on the trash enclosure;
8. Replace dead trees along South 45th Street. Trim overgrown and newer volunteer trees. Replant to meet the landscaping code;
9. Landscaping shall be irrigated, or a watering plan shall be provided specifically specifying how the vegetation will be maintained to establish and sustain growth;
10. All lighting whether mounted on the building or installed in the parking lot shall have 90-degree cutoff fixtures;

11. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
12. The Department of Planning + Urban Design shall not give approval for any temporary certificate of occupancy (TCO) or final certificate of occupancy (CO) before the completion of all required work. For any project that requires a certificate of occupancy, prior to requesting for any certificate, the applicant, permit holder, and/or property owner shall complete all items required by: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned District Requirements, Master Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of beginning of any work. Planning Department standards require that all required work be complete prior to requesting a TCO. The only item that is allowed to be incomplete is landscaping, which shall be complete before requesting a CO. A Bonded CO may be allowed in case of adverse weather conditions; however, all requirements must be completed for all items not secured by the bond;
13. If approved, the applicant must file and maintain a current business occupation tax application with the Business Licensing Division located at 4953 State Avenue, Kansas City, KS 66102, (913) 573-8780 or businesslicense@wycokck.org;
14. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
15. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
16. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
17. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
18. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking on another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

19. Any automotive-related business in Wyandotte County that is required to obtain any Special Use Permit, shall be responsible to ensure that the business operations are at all times compliant with all applicable local ordinances and State Statutes and Regulations [27-463 through 27-470; 27- 592 through 27-616] [KSA 65-3424, KAR 28-29-29 through 28-29-33]. Proof of proper disposal of waste tires with a Kansas State permit-holding waste tire collector or waste tire processor is required to be maintained at the management office and provided to any enforcement staff upon request;
20. Any business or land use in Wyandotte County that is required to provide off-street parking shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-466 through 27-470; 27-592 through 27-616; 27-667 through 27- 676]. Inoperable vehicles shall be stored inside an enclosed building. Inoperable vehicles may not be stored outside unless they are completely screened from view in accordance with all applicable ordinances. Outside storage shall not include wrecked or salvage vehicles. Any vehicle parked or stored outside must be on an improved surface, located on the same land parcel as the business use, and be parked within a regulation dimension parking stall. Any outside storage may not reduce the availability of all required parking spaces as required by ordinance;
21. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
22. Subject to approval, the Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
23. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
24. All conditions of approval herein must be constructed, executed, implemented, or otherwise completed within six (6) months of approval unless otherwise determined by the Director of Planning or their designee.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-092 for two years, subject to the stipulations.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 17 – 212915...SPECIAL USE PERMIT APPLICATION SP2023-093 - ALISON SCHWARTZ

Synopsis: Special Use Permit to operate a Short-Term Rental at 625 Northrup Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicants, Alison Schwartz and Frederick Hutchison, are requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 625 Northrup Avenue. This is not the owner's primary residence. This would be the first and only permitted short-term rental on the 600 block of Northrup Avenue. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-093, for one (1) year, subject to:

1. Pull the weeds and other grass from the brick sidewalk;
2. Maximum number of guests shall be three (3);
3. All parking must be off-street, maximum number of vehicles is one (1). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
11. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
13. All existing and future driveways must feature curb cuts that are constructed to UG standards;

14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-093 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 18 – 212916...SPECIAL USE PERMIT APPLICATION SP2023-095 - RHIANNON CABELLERO WITH NEXT LUXURY

Synopsis: Special Use Permit to operate a Short-Term Rental at 535 Central Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Rhiannon Caballero, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 535 Central Avenue. This is not the owner’s primary residence. This would be the first and only permitted short-term rental on the 500 block of Central Avenue. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-095, for one (1) year, subject to:

1. The following items from the home inspection report shall be repaired prior to renewal of this Special Use Permit. Proof of repair shall be provided upon renewal of this Special Use Permit.
 - o The garbage disposal shall be repaired or replaced;
 - o The loose toilet shall be tightened and reattached to its base;
 - o Replace all smoke detectors that are non-functional;
 - o Make all identified electrical repairs, including:
 - Reverse polarity identified in the west wall of the east bedroom in an outlet;
 - The outlet in the southeast corner of the laundry room is ungrounded;
 - The outlet under the windows in the east bedroom is loose;
2. Maximum number of guests shall be six (6);
3. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper maintenance and free of hazards, pests, or infestations;
8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);

10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
11. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
18. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;

19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-095 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 19 – 212917...SPECIAL USE PERMIT APPLICATION SP2023-097 - AARON LAU

Synopsis: Special Use Permit to operate a Short-Term Rental at 4110 South Minnie Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Aaron Lau, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 4110 South Minnie Street. This is not the owner’s primary residence. This would be the first and only permitted short-term rental on the 4100 block of South Minnie Street. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application SP2023-097, for six (6) months, subject to:

1. The applicant has six (6) months to pull a building permit for a residential remodel. The applicant shall contact Building Inspections at BuildingInspection@wycokck.org or (913) 573-8620 to begin this process;
2. Maximum number of guests shall be six (6);
3. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
4. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
5. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager’s contact information within the entrance of the area that is rented;
6. Applicant is to maintain liability insurance;
7. The property must remain in proper maintenance and free of hazards, pests, or infestations;

8. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
9. Must provide a manual/welcome packet that lists all rules, including “No Parties, etc.” This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
10. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
11. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
12. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
13. All existing and future driveways must feature curb cuts that are constructed to UG standards;
14. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
15. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
16. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
17. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;

18. The Special Use Permit shall be valid for six (6) months from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
19. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
20. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Special Use Permit Application SP2023-097 for six months, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 20 – 212901...SPECIAL USE PERMIT APPLICATION SP2023-099 - CURTIS PETERSON WITH POLSINELLI

Synopsis: Special Use Permit for grading, fill/removal of earthen fill at 9700 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: This item was previously heard in conjunction with Change of Zone Application COZ2023-028.

MASTER PLAN AMENDMENT APPLICATION

Item No. 1 – 212919...MASTER PLAN AMENDMENT MPL2023-015 - GUNNAR H. HAND, AICP - UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Synopsis: Master Plan Amendment from Planned Mixed-Residential (Prairie-Delaware-Piper Area Plan) to Planned Entertainment District (Prairie-Delaware-Piper Area Plan) at 1800 Village West Parkway, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant and property owner, Unified Government of Wyandotte County/Kansas City, Kansas, seeks a Master Plan Amendment from Planned Regional Commercial District to Planned Entertainment District in the Prairie-Delaware-Piper Area Plan to operate an event space and host live entertainment at Legends Field at 1800 Village West Parkway. The Planning Commission voted 7 to 0 to recommend approval of Master Plan Amendment MPL2023-015, subject to:

1. Public rights-of-way may not be blocked by trash enclosures or receptacles;
2. Sidewalks shall remain clean and clear of trash and debris;
3. Alcohol can only be provided by licensed vendors;
4. Must comply with Unified Government Security Ordinance (Chapter 4, Article II Division 1, Sec 4-104,f), including:
 - a. Must have at least one (1) security personnel stationed at the door at all times that is able to monitor any required parking area. Additional security guards may be required depending on the building capacity;
 - b. Patrons are not allowed to loiter in their vehicles. If so determined, they will be asked to leave;
 - c. An I.D. scanner will be used at all times;
 - d. At closing time, all security personnel will begin from a designated area to move patrons towards the exit and then to their vehicles;
5. Vendors are required to obtain a liquor license and they must be maintained with the State Department of Revenue Alcoholic Beverage Control;
6. The applicant must keep a current business occupation tax application and entertainment license with the Business Licensing Division located at 4953 State Avenue, Kansas City, KS 66102. Their contact information is (913) 573-8780 or businesslicense@wycokck.org;
7. All existing and future driveways must feature curb cuts that are constructed to UG standards;
8. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process.

Action: Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Master Plan Amendment MPL2023-015, subject to the stipulations.

Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

PLAN REVIEW APPLICATION

Item No. 1 – 212918...PLAN REVIEW APPLICATION PR2023-029 - NICK HANAWAY

Synopsis: Preliminary and Final Development Plan to construct a new Burger King restaurant at 7736 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Nick Hanaway, is requesting approval of a Preliminary and Final Development Plan to construct a new 3,024 square foot Burger King restaurant at 7736 State Avenue. The property is currently utilized as a Burger King restaurant. The Planning Commission voted 7 to 0 to recommend approval of Plan Review Application PR2023-029, subject to:

1. The applicant is seeking the following deviations from the Commercial Design Guidelines.
 - a. Section 27-575(d)(9) states that there shall be pedestrian circulation from the perimeter of the site to the principal customer entrance to all buildings. Within the site, there shall be pedestrian connections provided to all pedestrian activities, including transit stops, street crossings, open space, building and store entry points, and adjacent pedestrian systems;
 - b. Section 27-575(f)(3) states that Buildings should be oriented primarily to the street;
 - c. Section 27-577(b)(1) states that new construction must provide at least a 25-foot landscape zone between structures and/or parking lots and all public streets and access easements 40 feet wide or greater;
 - d. Section 27-576(i) states that drive-up and drive-through facilities, order stations, pick-up windows, bank teller windows, money machines, etc., shall be located on the side or rear of primary structures to minimize views from public streets. Drive-up and drive-through lanes should not be located between the front of the primary structure and the adjacent streets or sidewalks. Drive up facilities including drive lanes shall not be located within 150 feet of an existing residential structure, all means available should be taken to minimize the impact on adjacent residential structures;
2. All requirements of the Commercial Development Guidelines Overlay District that the Applicant has not requested a deviation from must be met;
3. The applicant shall revise the proposed plan to add non-ADA access from State Avenue into the site prior to filing for a Building Permit.
4. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
5. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of

Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;

6. All exterior lighting, whether mounted on a building or within a parking lot must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street;
7. Roof access ladder shall be internalized or hidden by an enclosure of the building;
8. The applicant has filed and maintained a current business occupation tax application;
9. All existing and future driveways must feature curb cuts that are constructed to UG standards;
10. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
11. A Right-of-Way Permit is required. The applicant is required to contact the Public Works Department at (913) 573-5311 or by info@wycokck.org to confirm if they need a right-of-way permit, and if so, must take it upon themselves to initiate the permit process accordingly;
12. BPU ground mounted transformers shall be screened on all four (4) sides from public view. Architectural screening walls are the preferred method, but landscape screening is an allowable alternative. Screening shall be designed to be solid to the view, and any designs incorporating air circulation shall not be visible. Screening height must be the greater of either six (6) feet tall or the height of the utility being screened. Designs shall show two (2) possible site orientations. Designs will also incorporate all BPU Engineering specifications and largest of all the required dimensions;
13. As per the Planning Director's interpretation of the Commercial Design Guidelines, the following architectural standards have been identified as being good design practices and shall be included in the design plans:
 - a. Gutters and downspouts shall be internalized. Scuppers shall be recessed in the corners. Overflow drains (lamb's tongues, etc.) shall also be internalized;
 - b. Lighting shall be installed to have a 90-degree cutoff;
14. The Department of Planning + Urban Design shall not give approval for any temporary certificate of occupancy (TCO) or final certificate of occupancy (CO) before the completion of all required work. For any project that requires a certificate of occupancy, prior to requesting for any certificate, the applicant, permit holder, and/or property owner shall complete all items required by: Approved Plans, Codes, Ordinances, Zoning District Regulations, Planned District Requirements, Master Plan Requirements, all Design Guideline Requirements, Overlay District Requirements, and Requirements approved by the City Planning Commission and/or the UG Board of Commissioners. It is the collective responsibility of the applicant, permit holder, and property owner to ensure that any and all permits, land entitlements, deviations, or variances are obtained in advance of beginning of any work. Planning Department standards require that all required work be complete prior to requesting a TCO. The only item that is allowed to be incomplete is landscaping, which shall be complete before requesting a CO. A Bonded CO may be allowed in case of adverse weather conditions; however, all requirements must be completed for all items not secured by the bond;
15. Section 27-573-578 acknowledges the use of the Commercial Design Guidelines and their use in this district as established by Ordinance O-50-06. The City-Wide Master Plan establishes the uses of the Commercial Design Guidelines by their inclusion in the current land use design;

16. All new rooftop mechanical equipment (i.e., RTUs, HVAC, vent stacks, etc.) shall be screened from public view by the parapet of the building. Architectural screens such as opaque, textured, or perforated panels do not meet the standards of the Commercial Design Guidelines; and,
17. Sec. 27-211(j) In the event of a plan or section thereof is given final approval and thereafter the landowner shall abandon said plan or a section thereof and shall so notify the Unified Government in writing, or in the event the landowner shall fail to commence, as evidenced by receipt of building buildings and start of construction, the planned development within 18 months after final approval has been granted or in the case of subsequent phases each be initiated within 24 months of the issuance of a certificate of occupancy on the entire preceding phase or the plan will be constructed abandoned, then in either event such final approval shall terminate and shall be deemed null and void unless such time period is extended by the Planning Commission upon written application by the landowner. Whenever a final plan or section thereof has been abandoned as provided in this section, no development shall take place on the property until a new development plan has been approved.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve Plan Review Application PR2023-029, subject to the stipulations.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

MISCELLANEOUS - ORDINANCES (The following ordinances formalize previous Commission approval.)

Item No. 1 – 212862...AN ORDINANCE rezoning property at 7511 Leavenworth Road, (COZ2023-019) from CP-2 Planned General Business and R-1 Single Family Districts to CP-3 Planned Commercial District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-134-23**, “An ordinance rezoning property hereinafter described located at approximately 7511 Leavenworth Road, in Kansas City, Kansas, by changing the same from its present zoning of CP-2 Planned General Business and R-1 Single Family Districts to CP-3 Planned Commercial District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212863...AN ORDINANCE rezoning property at 2324 Grandview Boulevard, (COZ2023-022) from CP-O Planned Nonretail Business District to CP-1 Planned Limited Business District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-135-23**, “An ordinance rezoning property hereinafter described located at approximately 2324 Grandview Boulevard, in Kansas City, Kansas, by changing the same from its present zoning of CP-O Planned Nonretail Business District to CP-1 Planned Limited Business District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212864...AN ORDINANCE rezoning property at 3308 North 75th Street, (COZ2023-023) from R-1 Single Family District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-136-23**, “An ordinance rezoning property hereinafter described located at approximately 3308 North 75th Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 4 – 212866...AN ORDINANCE rezoning property at 3850 North 55th Street, (COZ2023-015) from R-1 Single Family District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-137-23**, “An ordinance rezoning property hereinafter described located at approximately 3850 North 55th Street, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G

Agriculture District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 5 – 212867...AN ORDINANCE authorizing a Special Use Permit (SP2023-024) for grading of the property at 3850 North 55th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-138-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for grading of the property located at 3850 North 55th Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 6 – 212868...AN ORDINANCE rezoning property at 745 North 78th Street, 701 North 78th Street, 7624 Tauromee Avenue and 7610 Tauromee Avenue, (COZ2023-020) from R-1 Single Family District to RP-5 Planned Apartment District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-139-23**, “An ordinance rezoning property hereinafter described located at approximately 745 North 78th Street, 701 North 78th Street, 7624 Tauromee Avenue and 7610 Tauromee Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to RP-5 Planned Apartment District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 7 – 212877...AN ORDINANCE repealing Ordinance No. 0-91-23 and enacting a new ordinance authorizing a Special Use Permit (SP2022-097) for an event center at the Margaritaville Resort Hotel at 9400 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-140-23**, “An ordinance repealing Ordinance No. 0-91-23 and enacting a new ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for an event center at the Margaritaville Resort Hotel located at 9400 State Avenue, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 8 – 212878...AN ORDINANCE authorizing a Special Use Permit (SP2023-017) for a non-owner-occupied Short-Term Rental at 15 South 17th Street, Apartment #2, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-141-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 15 South 17th Street, Apartment #2, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 9 – 212879...AN ORDINANCE authorizing a Special Use Permit (SP2023-036) to operate an event space with live entertainment and alcohol sales at 600 North 7th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-142-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for an event space with live entertainment and alcohol sales at 600 North 7th Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 10 – 212880...AN ORDINANCE authorizing a Special Use Permit (SP2023-040) to keep livestock at 3425 North 87th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-143-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, to keep livestock at 3425 North 87th Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 11 – 212881...AN ORDINANCE authorizing a Special Use Permit (SP2023-057) for a non-owner-occupied Short-Term Rental at 4436 Cambridge Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-144-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 4436 Cambridge Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 12 – 212882...AN ORDINANCE authorizing a Special Use Permit (SP2023-059) for live entertainment/drinking establishment at an existing restaurant at 4960 State Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-145-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for live entertainment/drinking establishment at an existing restaurant located at 4960 State Avenue, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 13 – 212883...AN ORDINANCE authorizing a Special Use Permit (SP2023-060) to utilize Legends field as an event center at 1800 Village West Parkway, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-146-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, to utilize Legends Field as an event center at 1800 Village West Parkway, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis..

Item No. 14 – 212884...AN ORDINANCE authorizing a Special Use Permit (SP2023-061) for a non-owner-occupied Short-Term Rental at 809 Central Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-147-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 809 Central Avenue, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 15 – 212885...AN ORDINANCE authorizing a Special Use Permit (SP2023-062) for a drinking establishment at 612 North 5th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-148-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a drinking establishment at 612 North 5th Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 16 – 212886...AN ORDINANCE authorizing a Special Use Permit (SP2023-067) for a non-owner-occupied Short-Term Rental at 2706 Espenlaub Lane, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-149-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 2706 Espenlaub Lane, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 17 – 212887...AN ORDINANCE authorizing a Special Use Permit (SP2023-069) for a non-owner-occupied Short-Term Rental at 2520 North 131st Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-150-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 2520 North 131st Street, Kansas City, Kansas.”
Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 18 – 212888...AN ORDINANCE authorizing a Special Use Permit (SP2023-070) for a non-owner-occupied Short-Term Rental at 3008 South 9th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-151-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a non-owner-occupied Short-Term Rental at 3008 South 9th Street, Kansas City, Kansas.”
Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 19 – 212920...AN ORDINANCE rezoning property at 6029 Oak Grove Road and 6019 Woodend Avenue (COZ2023-017), from R-1 Single Family District to A-G Agriculture District, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-152-23**, “An ordinance rezoning property hereinafter described located at approximately 6029 Oak Grove Road and 6019 Woodend

Avenue, in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture District.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 20 – 212921...AN ORDINANCE authorizing a Special Use Permit (SP2023-065) to operate an automotive repair/painting and used automotive dealership at 402 Osage Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-153-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, to operate an automotive repair/painting and used automotive dealership at 402 Osage Avenue, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 21 – 212921...AN ORDINANCE authorizing a Special Use Permit (SP2023-073) for continuation of a kennel/dog day care and boarding operation, at 4001 North 74th Street, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

Action: **ORDINANCE NO. O-154-23**, “An ordinance authorizing a Special Use Permit pursuant to Chapter 27 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, for a Home Occupation Special Use Permit for continuation of a kennel/dog day care and boarding operation at 4001 North 74th Street, Kansas City, Kansas.” **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

PLANNING AND ZONING NON-CONSENT AGENDA

SPECIAL USE PERMIT APPLICATIONS

Item No. 2 – 212896...SPECIAL USE PERMIT APPLICATION SP2023-042 - MATT THOMAS WITH FIRM FOUNDATION MINISTRIES, INC.

Synopsis: Special Use Permit to operate a group dwelling unit at 1723 Quindaro Boulevard, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Matt Thomas with Firm Foundations Ministries, is requesting a Special Use Permit to operate a group dwelling to provide transitional housing facility for individuals recently released from incarceration at 1723 Quindaro Boulevard. This Special Use Permit is retroactive as the dwelling is currently operating without a Special Use Permit. The Planning Commission voted 6 to 2 to recommend approval of Special Use Permit Application SP2023-042, for two (2) years, subject to:

1. The property owner shall plant two (2) street trees along North 17th Street;
2. There shall be no more than seven (7) guests on site at a time;
3. There shall be one (1) staff member on-site at all times;
4. The following repairs identified in the inspection report shall be performed prior to operation:
 - a. Downspouts shall be installed to direct water away from the basement and foundation;
 - b. The basement egress door shall be unblocked, and the locked gate removed;
 - c. Handrails shall be installed where identified or repaired where identified;
 - d. Outdoor outlets shall be replaced with GFCI outlets;
 - e. Any loose or exposed wiring shall be repaired by a qualified electrician;
5. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the unified government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
6. If approved, the Applicant may need additional licenses or permits for safe and proper operation. The approval of this application does not mitigate the need for additional licenses as this application is for Zoning approval only;
7. If approved, the applicant must file and maintain a current business occupation tax application with this office;
8. Section 27-699(b)(5) states that all outside bins or trash container areas must be completely enclosed by an architectural screen to a height not less than the height of the bin or container. No trash enclosures may be located in required yards adjacent to street right-of-way. In commercially and industrially zoned areas where the trash container will not be visible from off the property due to other screening or topographic conditions and will not be visible from public parking or pedestrian areas on the site, such trash bin screening need not be provided. In industrially zoned areas where the trash container will not be visible from residential property

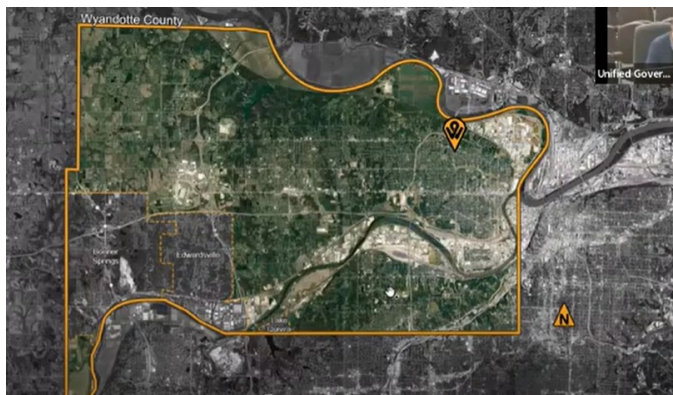
and where such containers are kept directly alongside the building and in a well-kept manner, such screening need not be provided;

9. All exterior lighting on the building must be hooded or controlled to direct light 90 degrees downward. No light may cast light or glare off the property or onto the public street. No flood lights are allowed;
10. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
11. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
12. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
13. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
14. The Special Use Permit shall be valid for two (2) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
15. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
16. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all

conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Case	
SP2023-042	
Petitioner	Address
Matthew Thomas	1723 Quindaro Boulevard
Synopsis	
To approve a Special Use Permit to operate a transitional housing facility for individuals recently released from incarceration.	

Gunnar Hand, Director of Planning and Urban Design, said we have a special use permit for a group home. This was remanded back to the City Planning Commission for more input in October. We had that second hearing at City Planning Commission. The applicant noted some additional input. That was received. I think you can go over that and any other additional input they've received since the City Planning Commission as well.



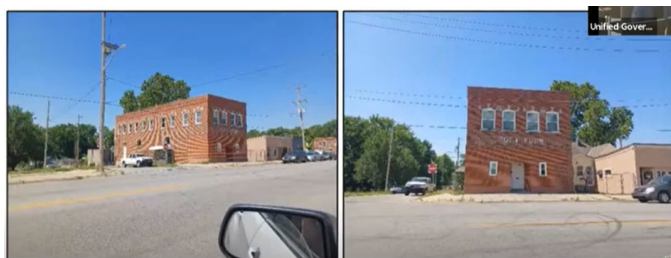
This is in the Northeast Area Plan.



We've received letters both in support and opposition.



There are some old notices of violation related to this property that have been rectified by the applicant.



Public Opposition	Public Support
The applicant provided statements from the neighborhood group (OGP) expressing concerns. Multiple parties spoke in opposition of the proposal at the September 11 and October 9 City Planning Commission hearing as well as the September 28 Board of Commissioners hearing. Two (2) members of the public attended the 11/13/2023 CPC hearing to express opposition to the proposed project.	The applicant provided statements from two property owners who expressed support. Multiple parties spoke in favor of the proposal at the September 11 and October 9 City Planning Commission hearing as well as the September 28 Board of Commissioners hearing. One (1) member of the public attended the 11/13/2023 CPC hearing to express opposition to the proposed project.
Staff Recommendation Approval	

November 30, 2023

Staff agrees with Planning Commission and recommends approval for two years with conditions.

Mayor Garner asked, is the petitioner present?

Matt Thomas, Petitioner, said I apologize. I'm out of town working. What I wanted to do was I wanted to kind of clear up a couple of things. I hope you guys are doing well and I hope your Thanksgiving was well.

I had a great conversation with a gentleman today who's in charge of the community around that area. He had some questions so I want to kind of clear up what we are not. We are not developers. We are not a Johnson County deal trying to come into the community and hurt the people in the community. We are not trying to place a bunch of quote/unquote undesirable problems in the community. That's not our intention. Our intention is not to do any of that. I apologize for any way, shape, or form that we have shown that. I apologize for any way, shape, or form that that has been carried across. We don't have big money in our bank accounts to where we're trying to just come in and take over neighborhoods.

I was the founder of Firm Foundations. I'm a justice involved individual. The opportunity was to provide housing for guys just like me that don't have a place to live. So, I just wanted to kind of clear that up. We only have the property on 5th Street and this one on Quindaro.

I also want to clear up that we have not had more than five men live in the upstairs of 1723 Quindaro since we have owned the property. We have not done anything against having enough people to cause a special use permit. We've always had five or under. So, these are some of the things that we're not.

I lived in Wyandotte County/Kansas City, KS, when we started our first house there.

I also want to clear up some other things. It was notated last time at the last Commission meeting that there was a shooting that involved our house and that wasn't the truth. The truth was two cars were shooting at each other and it was the neighbor's house whose cars got shot. We only had one stray bullet that hit the house. They actually made the report that involved two cars.

I wanted to clear up the fact that we have predators living in our spaces because we do not. Yes, we do help those who have had violent offenses. We help those that have had drug offenses, and we do help those that have had some sexual offenses in nature. By no means is it a matter of we are just trying to find a place to put them, so we found a poor neighborhood and we're going

to exploit it. That is not who we are. That is not what we do. I hope that in time we can show that.

What we are is we are a non-profit that was literally built for the purpose of bringing redemption to people's lives, especially at 1723 Quindaro. Pastor Bailey and his wife ran Love Outreach and Love Fellowship in that building. Two years before I even purchased it, and honestly, I didn't purchase it. There were two churches that came together to help purchase the building because they loved the vision that we had.

I had been upstairs and I taught the men that were living upstairs, under Pastor Bailey, about how to have a healthy re-entry mindset, how to keep a job, and how to learn skills to be able to change the way they think so that they can live differently. It was cool because I was like man, this would be awesome to do what we do when it comes to training leaders, to have a church on the first floor and be able to love and wrap around the community. So, when we actually had the opportunity, it was an interesting way that it happened. It was like a friend that mentored people inside prison was like hey, there's a building for sale. So, that's how that came about.

Pastor Bailey was doing it there. He had a special use permit there. He was providing amazing services that were emergency services for overnight or longer to help men get off the street and be able to start a life. We kind of do the same thing except it's a little more long-term and it's a little different. We take leaders that we have worked with, that we started while they're incarcerated, and we train them to be church planters or just leaders in whatever they want to do and help them not only grow emotionally, but we help them grow spiritually. We help them find a job. We lock them into living. They serve downstairs in the church underneath our awesome Pastor Abe, whose family really is from around that area. It wasn't like we're just coming to ruin somebody's neighborhood or anything.

The reason I share this is because I did not grow up with money. I lived, like I said, I lived in Kansas City. My kids went to Bethel. My older boy actually went to Banneker down there. I don't want there to be any ill-conceived notions that we are trying to hurt the community in any way, shape, or form. I really just want to help these men that have been incarcerated to have a better life. The best way that I have found to do that, after years of doing this, is to empower men who have been incarcerated, to lead other men to go down a different path. So, that's what we're trying to do at 1723 Quindaro. We're not trying to cause problems. We're not trying to push away people that are developing. We are actually carrying on the dream and vision that Pastor Bailey

had. By the way, he even said that himself, when we had our first church service there last August, Pastor Bailey was there and he was just shook because he was so happy to see the building redone and the mission carrying on.

I open this to any of you commissioners that want to come take a look, that want to look through and see what we do. It's an open book. So, please come and do that. But that's who we are. That's what we do. The other stuff is what we are not.

Mayor Garner said I'll now open the public hearing. Clerk, are there any notifications received from the public who wish to express their comments in favor of this item? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is there anyone present who would like to speak in favor of this item?

Chad Phillips, 1723 Quindaro Blvd., said I live at the property in question for the special use permit. I've lived there since May 2023. At this time last year, I was sitting in the Shawnee County Jail. My addiction, which I struggled with for my entire life, had gotten me there. It was probably the lowest I'd ever been. If it wasn't for the organization of Firm Foundations and transitional houses like this that they run, I would probably be in a Kansas penitentiary right now instead of standing in front of you speaking.

What I've done in the time since I've been at the location on Quindaro is I've served in the church downstairs. I've helped run our services on Sunday mornings. I've preached messages on Sunday mornings. I've helped with our mobile food pantry that comes to the building every first and third Monday of the month. I've volunteered up the street at Village Initiative. I've become a part-time employee with Firm Foundations working as their Intake Coordinator, screening the applications for men wanting to join one of our houses throughout Wichita, Topeka, and Kansas City.

I'm able to stand here today because there is an opportunity for me to go to a structured, overseen environment. My other option would have been a structured, overseen environment behind bars.

Whether you approve this permit or not, doesn't mean this building goes away. It means that we simply can't assist two more men. Without a special use permit, we can have up to five individuals in the building. We have four right now. We work with the Freedom Initiative

Program to train guys who are serving in our churches inside the Kansas prison system to train them to be leaders. It's our goal to be able to have additional beds as these guys begin to release so that we can continue to work with them, empower them in the community, and help them to be stable and productive members of our society.

Rachel Russell said I was not planning to talk on this but since I'm here waiting at 10:30 at night like the rest of you, I thought I would share a few things. I know that many of you are no stranger that nimbyism is a thing in our community. It is a thing that runs rampant. For many of you, you know what I do on my day job. You know that housing is an issue. Housing is much more of an issue for individuals who are justice serve in our community, specifically, Black men.

I thank the gentleman who just spoke before me who shared his lived experience. He has almost zero options in our community. A, because we don't have a shelter; B, because many people live in a world of nimbyism where they're not willing to take a chance. So, we oftentimes like to say, do the crime, do the time; but our community has not come around to a place where second chance citizens have an opportunity to truly thrive. What this project is doing is providing an opportunity for two to three more individuals in our community to have that opportunity to thrive with support.

We talk a lot about wraparound services. For many of you who have been around for a while, you know that Love Outreach was the extreme cold weather facility for Wyandotte County, and they are doing some of the same similar work with different leadership to make this possible.

I would urge you to please approve this opportunity for those men, in this situation, who need an opportunity to be supported and have a home in Wyandotte County.

Mayor Garner asked, is there anyone else present that would like to speak in favor of this item? (No one appeared.)

Clerk, is there anyone joining us virtually who'd like to speak in favor of this item? **Ms. Sparks** said we have a hand raised with the identification of Andrew and Adria.

Adria Medlin, 6005 Horton Place, St. Louis, MO, said I am the Operations Director for Firm Foundations Ministries. As everybody has mentioned, we've been here a few times before. We've presented our case and what we do. We've listened to a lot of tough opinions about who we are

and what we do, and even a lot of testimony about us. As Matt mentioned, that has not been true and yet we have done everything that has been asked of us along the way, even in the face of a lot of opposition and, frankly, some very general unkindness toward the men in our program.

We've heard a lot in previous meetings the refrain, we believe in second chances, but—and I really get it. Second chances shouldn't just be handed out without wisdom, but I really believe that we and our men have continued to prove that we do our very best to act with integrity, care, and with the best interest of the people we come in contact with in mind.

We ask that you approve the special use permit tonight. I'm really struggling at this point to understand what the basis for denial is when we've done everything that has been asked of us. We've provided many voices of community support. The fact that, as Chad mentioned, this permit doesn't even have anything to do with whether or not we can continue to have leadership housing or whether we can continue to have Safe Haven Church there and do outreaches in the community. All of that is going to continue. We already can house up to five men and have four there. This permit is only about us wanting to be able to house the two additional men we have capacity for.

I would really love to hear tonight, we believe in second chances, and we want to make sure there are two more slots available for men who are working so hard to heal, grow, and restore. We appreciate your time.

Ms. Sparks said there are no other hands raised.

Mayor Garner asked, Clerk, have you received any notifications from the public who wish to express their comments in opposition? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is there anyone present who'd like to speak in opposition to this item?

Carolyn White, Kansas City, KS, said I'm not against second chances, but what I am against is Quindaro Blvd. Quindaro hasn't had any problems in a while. When you have sex offenders—we need a lot of things on Quindaro, but we don't need sex offenders.

There's people that are talking about Quindaro and about the place there. It's not their neighborhood. They don't live there so it's no bother to them. We have kids that walk up and down Quindaro. There's schools around there and have sex offenders in your neighborhood; this is my neighborhood. What I'm saying is they can speak all they want to, but if they don't open

their own neighborhood up—and this is about money. You get grant money to help sex offenders or people that are coming out of jail or wherever they're coming from. Everybody has somebody that's been in jail.

But like I say, we've been cleaning Quindaro up. We're trying to get businesses. We're trying to get homes. Those are things we're looking for. Speak about that. You already had homes where you are. You have restaurants. You have grocery stores. We have none of that. They can hurry up and want to bring people that are sex offenders or whatever to the neighborhood. This is not their neighborhood. Let them bring them to their neighborhood. So, I speak against this.

I love people. I love everybody, but right now we're trying to grow Quindaro. We're trying to grow our neighborhoods so we need positives. We need homes. We need grocery stores. I have to leave my area to go to a grocery store. There's no reason why I should have to leave where I live and go spend my money in Missouri or Overland Park. We all have to leave because I can't go to Quindaro. I mean, I go up on 5th Street but that's not grocery shopping. I'm glad to have that up there because otherwise, I don't know where I would go. I have to go to 18th Street. I have to go out to Lenexa. I have to go out...**Ms. Sparks** said one minute remaining.

Ms. White said I have to go out to 100th Street, whatever, but I can't shop at my own neighborhood. Help us with that. When we get those things done in our neighborhood, it makes a difference. Then we can help our kids. They can have a place, a safe place. We're looking for a safe place for our kids.

This young man from St. Louis, wherever he lives, this young lady wherever she lives, but they don't live in our neighborhood. I'm speaking for our neighborhood. A safe neighborhood for our kids to walk up and down Quindaro. There's Northwest right around the corner, so think about that. But like I said, we don't need that. We need other things.

Lisa Walker Yeager, Vice President of Parkwood Neighborhood Association, said first of all, when we spoke, I listened to everybody when they had meetings, when they had things got approved, and when they had community meetings.

Since the Love and Care Ministries was closed, I ran Divine Connections. I am the one who did the 500 Homeless down in Bartel Hall. I'm the one who took over all the people, the majority of the men that came out of Loving Care Ministries. It was an emergency shelter that

helped in Wyandotte County. These were not guys that had been incarcerated, so this is a whole total turn in difference. Although he had a special use permit, they should have let the community know because it's a change and it's a difference when you bring in actual people who were incarcerated.

If you just watched the news just two days ago, Al'Ryon Perkins had just raped a five-year-old and had just killed someone in the penitentiary. It's just crazy.

We have too many schools in that neighborhood. The recidivism rate to put someone back in a crime, drug neighborhood that we have been trying to clean up is low. If you're trying to build up our community and raise our—you have already raised our taxes, now you're trying to lower our property values.

Quindaro has just been made nationally known. We put Kansas on the map. Quindaro put Kansas on the map. Now you've got people coming over to come visit. We have students that come visit. I wish you could look at our page, my Facebook page, because you can see the people that are coming over from Missouri, Shawnee Mission, Olathe, everywhere to...**Ms. Sparks** said one minute remaining.

Ms. Walker Yeager said ...come visit our neighborhood. We want to keep our people that are traveling here safe. This is going to be a national heritage trail that's going to be looked at throughout the United States. I need you guys to take that same passion that you have regarding a bridge and to take that for our kids, our elderly that have to walk back and forth to school.

Now, I'm not against second chances, but it cannot be in our community, on 5th Street, and we do not want it on 17th Street. We do not want it in the Northeast District at all. I hear enough gunshots. I'm tired. I'm speaking for my whole complete neighborhood.

I appreciate you all. Please take that same passion because you know I'm passionate.

Victor Harris, Kansas City, KS, said thank you Mayor and commissioners for giving me this opportunity to speak. About five years ago I stood here and made the same speech to the commissioners because of these facilities want to come in the Northeast area. My issue is location, location, location. We had one that was going to try to come into Fairfax. Fairfax opposed that. They were against it. They were even talking about maybe pulling out some businesses. They didn't want it. Thank you, commissioners. Y'all voted and we got it out.

I do not understand why is it that all of these facilities have to be in the Northeast area. I own my property. I've been there 37 years since I came back from the military. I raised my kids there. They've grown and moved on. Now it's just me and my wife.

But why do I have to live with these? I'm not against second chances. Let's get that clear because some of the people that know me, that look at this video, know my family. Let's not get that well, he's against second chances. It's just location. Why we can't have these organizations come in here and research? Find other locations to put these at. Why do you have to come in a centralized area like Quindaro?

Before I came up here to talk, we had three and was working on the fourth when the Fairfax had got approved. Right now, we're looking at two and a possible one on 13th & Parallel. I'm going to find out what it is. Why is it they have to come in? Then the one that's on Quindaro that we're talking about now, they spent thousands of dollars rehabbing that facility. I went in. I toured it. I talked to the minister because at the time, I was the president of OCP in the neighborhood. I worked in that neighborhood. I worked with the kids. I worked with the community. The people know me. It's not like I have not lived in that community and try to do anything to develop and make it better for other people. That's all I have ever done, but location, location, location.

Another one. There's a lady that's got a daycare. **Ms. Sparks** said one minute remaining.

Mr. Harris said she's watching these kids while people go to work that's less than a block away. She takes them out and she walks them down that area and walks there. Northwest is there also. It's a daycare with little, bitty babies. I think the oldest one I've seen running around there was probably maybe 10 years old. Babies.

We got sex offenders inside there. You have no idea how a sex offender's mind clicks. Does anybody here? Psychiatrist? We don't know how they're going to think. One minute they could be perfect, come out, and be this mild citizen and then snap. Five-year old gets murdered, raped. We don't want that in Wyandotte County. I know you guys don't want that on you.

I'm asking you commissioners please, please overturn this and stop them from coming into the Northeast area. I bet you won't be moving out to Mike Kane's district.

Karen Daniels, Kansas City, KS, said I'm the president of Boston Daniels Corporation. We are the project manager for Boston Daniels Park. It's a million-dollar design that's going on at 7th &

Quindaro. I've also obtained property across the street from Boston Daniels Park in hopes of opening a community center there.

I say no to this. We're hoping to bring families into our area, to revitalize our area, and we want our children to feel safe. So, I'm saying no.

Mayor Garner asked, is there anyone else who'd like to speak in opposition? (No one appeared.) Clerk, is there anyone joining us virtually? **Ms. Sparks** said Beverly Easterwood.

Beverly Easterwood, 950 Washington Blvd., said in recognition of Sister Roberta's prayer acknowledging that tonight's meeting agenda is long and in keeping with your request for brief comments, I would simply like to express that the Douglass-Sumner Neighborhood Association supports the position of OCP in opposition to SP2023-042.

Sylvia King, 617 Freeman Avenue, said I'm the president of the Turtle Hill Community Association. I support the organization to oppose this establishment. The reasons are our children are already exposed to too much of society. They do not need to be at risk with those who were released from prison. I do believe in second chances, but everyone is not reformed when they're released from prison. We cannot expose nor take the risk of jeopardizing our children's future. There are elementary schools around, middle school around, and it is too much. Location, location, location. I agree with the gentleman that spoke before. It needs to go somewhere else.

In the north end, we need positivity and this is not one; however, it's a good service, but not here.

Ms. Sparks said there are no other hands raised.

Mayor Garner said I'll now close the public hearing. Petitioner, would you like to make some closing comments?

Mr. Thomas said I mean no disrespect to anybody anywhere. Crime is a problem. You guys know better than I do, as the commissioners, that no matter what, there is a flood of men returning to these communities. There is a flood of people that are even just—even if you just take the

Wyandotte County people that actually go to prison from Wyandotte County, they're coming home. Statistics say like 92% of people come home from incarceration.

I understand concerns, and I do not want to take any of this lightly. I understand that yes, we work with men that have sexual offenses. I understand the fear of that, but not every person that is a sex offender is a child predator. Not every sex offense has to do with children. There's a wide spectrum of them. The fear, I totally understand so I don't want to shrug that off as it's not a big deal because it is; but at the same time, men that come out of incarceration, whether sexual offense or not, need a place to transition to become successful. There are more problems with men coming out of prison that are smalltime drug offenders and the likes of that and charges like that that have more of a chance of reoffending. That's just statistically speaking. I'm not trying to justify anything. I'm not trying to make light of it.

The men we work with are vetted. We have a 12-page application. They are approved. Chad, that got up and spoke, he is our intake and outtake coordinator. He is the one that looks over the applications and says no. Some of our determining factors are what does their DR history look like. What are the crimes. Are they in and out of prison. These are some of the things we take very serious with what we do.

We can't control how these guys live life, and we can't control what happens after they are done being incarcerated, but we try our best to outfit all of them with a healthy environment, a job, and all the things needed for success and community development.

I just want to say I understand and I appreciate all the concerns, but we're just trying to do something positive. I apologize for offending anybody along this line.

(Ms. White returned to the podium.) **Mayor Garner** said I'm sorry, Ms. White. We were done with that. We closed the public comment. **Ms. White** said just the last word. I don't want to get the last word. **Mayor Garner** said that's just the way this process works. I apologize. **Ms. White** said you've got a swimming pool area. People walk back and forth, back and forth (inaudible). **Mayor Garner** said we've got to stick to the process. Please respect our rules of procedure.

Commissioner Bynum said Commissioner Gayle Townsend sent a statement to me that she asked me to read into the record for the evening since she is not here tonight. It says:

Mayor, fellow Commissioners, and members of the public. Though circumstances related to my family member's recent death prevent my appearance before you tonight, I must again, by this message, voice my unequivocal opposition to the approval of the proposed house at 1723 Quindaro Blvd.

As I stated the last time this item was presented to the Commission for action, this activity is not desired by the neighborhood group located in that area. Furthermore, for at least a decade, similar services have been and are being provided by another organization, The Village Initiative, within several blocks of the applicant's address. Furthermore, the applicant admitted on the record of the Board's September 28th hearing on this matter that there are no limitations on the type of former offenders that will be housed at the location on Quindaro. Of particular concern to me and others is the fact that persons with histories of sexual offenses will be allowed as occupants.

As I stated during that September meeting, I think it is an unacceptable safety risk to that neighborhood to allow such occupancy, especially since Quindaro Elementary School is within blocks of 17th & Quindaro. To allow this application to proceed in light of that fact alone is unconscionable as efforts continue to appeal to potential developers to uplift and revitalize this particular neighborhood area. The activity proposed by this application, if permitted, will only make it more difficult, if not impossible, to uplift this area.

Additionally, it was indeed disrespectful to this neighborhood that the applicant proceeded to operate there without investigating what legal steps would be needed to operate a transition house. For an organization that states it has been in business 10 plus years, they knew or should have known some licensing, etc., would be required. In my opinion, this was merely an attempt to avoid the situation that now confronts them, i.e., having to seek approval for their proposed activity.

Furthermore, there has been no showing of nor guarantee that the occupants at this location will be monitored or overseen as to their activities.

Lastly, this organization, by way of their property at 2204 North 5th St., has been the scene of several documented drive-by shootings before and after this Commission's denial last month of a similar SUP request. This request for the Quindaro property should be denied as well.

Commissioner Gayle Townsend, District One.

Commissioner Ramirez said as I tell my students, for me, just because late at night math is not mathing in my head. At this property, are they currently operating at this property, 1723 Quindaro, Mr. Hand? **Mr. Hand** said yes.

Commissioner Ramirez said the SUP that is before us, what exactly is it doing? **Mr. Hand** said a special use permit is required for a group home for six or more unrelated individuals. You can have five or fewer without a special use permit.

Commissioner Ramirez said so in essence, if we deny this, just so the community is aware—if or when we deny it—if that's the choice of the Commission, this organization is still going to remain there and do the work that they've been doing. **Mr. Hand** said as I understand it, yes. **Commissioner Ramirez** said because it's five or fewer, they don't need a SUP. **Mr. Hand** said correct. If you deny it, they can have a maximum of five unrelated people at this location.

Commissioner Ramirez said and continue the work that they've been doing. That's where I was confused and trying to get it straight in my head.

Commissioner Johnson said I find myself held in tension with regard to this. Where I minister at, we've been dealing with prison ministry for well over 30 years and have also been dealing with those returning citizens back into our communities. That is something that has been near and dear. I also know Reverend Bailey personally. Been knowing him all my life.

I've been over to the building. I've toured the building. I know what they've done in the past.

I'm also pro-development. I have a project right now that is so slow in getting developed because the financing companies, the financiers, the ones that have the money to build different things in the urban core get leery when they think that there is crime in the neighborhood. I think right now that Quindaro Blvd. is ready for economic development. It's not nearly as dangerous as what it used to be. I think it's ready for true economic development. Unfortunately, these types of organizations tend to make those that have the final decision as to the money, not the city government, but the financiers, private developers, private financiers that have nothing to do with the city. I know that because I used to work as a banker. Even to my own dismay, where I worked, they made it very clear on certain elements that caused them to deny financing projects.

This is not in my district. Commissioner Townsend's lines and District Four lines tend to kind of go in and out. I hear her in her comments. I think that right now, I'm going to motion that we deny this request due to the character of the neighborhood.

Action: Commissioner Johnson made a motion, seconded by Commissioner Kane, to deny Special Use Permit Application SP2023-042 due to the character of the neighborhood.

Commissioner Davis said as somebody that's worked pretty closely, I think we all worked with Village Initiative. They do really good work. I hear particularly the folks that live in that area saying it's not never because there are already services there. What we're really talking about is this oversaturation where if we're going to have mixed-income communities, you can't just concentrate one particular development or one particular area of services in one area and not have

it spread out. I agree with that as somebody that I live next to Eileen's place. I live next to a place that does offer affordable housing. It comes with challenges, but it's also a blessing to be a commissioner and to actually say I understand the impact of that.

I agree with my colleague and I will second that. Again, the oversaturation piece is the main concern. I hear you all.

This organization will still be able to operate. I don't want anyone to get confused about that. What this does is it puts a cap on how many. I say that because it's just the truth. I do not want anyone leaving here with false notions of what this vote will do. I just wanted to put that out there.

Mayor Garner said just my comment. I said it last time when this same organization wanted to go on 5th Street. I support Commissioner Townsend, Commissioner Johnson, the comments from really all the commissioners that have spoken tonight, and the community that has spoken in opposition. My opinion is this is not what the Northeast needs when you talk about an area that has been redlined and disinvested and disenfranchised for far too long.

As the mayor, part of my job is to go out and sell our community and to try and get individual developers and people looking to relocate to our community and really sell them on how great and wonderful Wyandotte County is. The challenge for me is to make sure that that's done in a way that is accurate and truthful and looking at both sides, west and east. At some point, I just have to ask that those individuals that may not be as connected to our community groups in those areas in downtown, Armourdale, Argentine, Rosedale, and the Northeast that may not have those cultural connections to start building them here in the Unified Government. I don't mean that as a dig on anybody.

I hear this time and time again of how we keep going backwards to disinvestment and disenfranchising a community that has said we've had enough and we're tired and we're exhausted and we can't take anymore. We pay our taxes. We love our kids. We raise our families. We deserve the same types of opportunities in economic development. Let's talk grocery stores in these areas. Let's talk restaurants in these areas. Let's talk housing that's affordable for all income levels in this area.

I look at Atlanta. I look at Houston. I look at Washington, DC. I look at Dallas. I've seen what these communities have done to really turnaround distressed communities and really with

intention, put the types of policies and economic investments behind those. We have to start seeing our community as one whole community and not partitioning it off to where one part gets benefits and the other part is left to die to its own demise.

East of 635 is a gold mine of opportunities. I believe the residents that live in those areas see it and they know it. People outside of Wyandotte County see it and they know it. We are better than liquor stores, check cashing places, halfway houses. I don't want Wyandotte County to also be considered a home base for homelessness or portal for poverty because that's what other people see, some see our community as.

We can develop and revitalize our neighborhoods in our community today in a way that provides all the amenities and the resources that can provide livable and safe neighborhoods for all our residents, east and west. I think we need to think along those lines. For those individuals that don't live in this community, I reject any type of developments that do not reflect the values and the will of the people that actually live here. If you talk to these people, you've heard them tonight, they don't want this in their community.

I can tell you if you take this same type of development and you talk about putting it at 87th & 435, I believe Lenexa would run you out of town. Try putting the same development in certain parts of Kansas City, MO, where they're seeing a resurgence of activity and development or up north. My point is there's development all around Wyandotte County.

There's a donut hole in the metro and it exists east of 635. That's where the land is cheapest and that's where the land is probably the most, when you talk about the gold mine for opportunities.

When you talk about the name Quindaro and what that means nationally, I don't want anyone that comes to this town and think of Quindaro to be something other than what it started as being. What was a baskem of opportunity and hope and freedom of diversity of American Indians, abolitionists, and African-Americans coming together and creating something great.

I've talked to a lot of older folks and they are brokenhearted to see how the Northeast, especially that area on Quindaro, has went from being something thriving and vibrant to something that is a desolate desert of hopelessness and not much opportunity. I think what this offers us, this conversation and listening to the residents that are saying not only do we want more, we need to see them as being deserving of more. As your mayor, I'm going to keep championing that. I'm going to keep advocating for that.

I appreciate this Commission, the ones that did speak for seeing that. I thank the community for coming out and standing up and letting your voice be heard tonight. Great things are going to happen for Wyandotte County and great things are going to happen east of 635, but we have to see ourselves as more than what others see us as. I'm not going to repeat some of the things that I've heard about Wyandotte County when I was an employee that worked here. A lot of things are shameful of the impressions and perceptions they have of Wyandotte County.

As mayor, I want to work with everyone, Commission, staff, and more importantly, the community to turn that perception around. We are a first-class city and we should be second to absolutely no one nationally. These types of programs hinder economic growth and development and those types of opportunities.

I don't get to vote, but if I could, I would third the vote in opposition.

Roll call was taken on the motion and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis. (Prior to Commissioner Johnson's vote, he said I want to make clear an aye is for denial, correct? **Ms. Sparks** said yes.)

Item No. 1 – 212895...SPECIAL USE PERMIT APPLICATION SP2023-038 - ALICIA ARCHAMBAULT

Synopsis: Special Use Permit to operate a Short-Term Rental at 2559 West 46th Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The Applicant, Alicia Archambault, is requesting a Special Use Permit to operate a short-term rental at 2559 West 46th Avenue. This is not the owner's primary residence. This would be the first and only permitted short-term rental on the 2500 block of West 46th Avenue. There is one (1) other unpermitted short-term rental on the block. The Planning Commission voted 7 to 1 to recommend approval of Special Use Permit Application SP2023-038, for one (1) year, subject to:

1. The following items from the home inspection shall be repaired prior to renewal of the Special Use Permit.
 - o Install GFCI breakers at all 3-pronged outlets;
 - o Open junction boxes shall be repaired/replaced;
 - o The tree in the rear-yard shall be trimmed so that branches do not interfere with the electrical line;
 - o Install a grounding conductor in the main electrical panel;
2. The applicant shall repair or replace the sidewalk;
3. The applicant shall repair or replace the driveway;

4. The applicant shall plant a tree in the median between the sidewalk and curb along West 46th Avenue;
5. Maximum number of guests shall be six (6);
6. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park on-street;
7. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
8. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
9. Applicant is to maintain liability insurance;
10. The property must remain in proper maintenance and free of hazards, pests, or infestations;
11. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
12. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
13. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
14. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
15. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
16. All existing and future driveways must feature curb cuts that are constructed to UG standards;
17. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
18. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
19. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation.

Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

20. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
21. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
22. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
23. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Case		
SP2023-038		
Petitioner	Address	
Alicia Archambault	2559 West 46 th Avenue	
Synopsis		
To approve a Special Use Permit for a short-term rental. This is not the owner's primary residence.		

Gunnar Hand, Director of Planning and Urban Design, said this is a special use permit for a short-term rental, non-owner occupied.

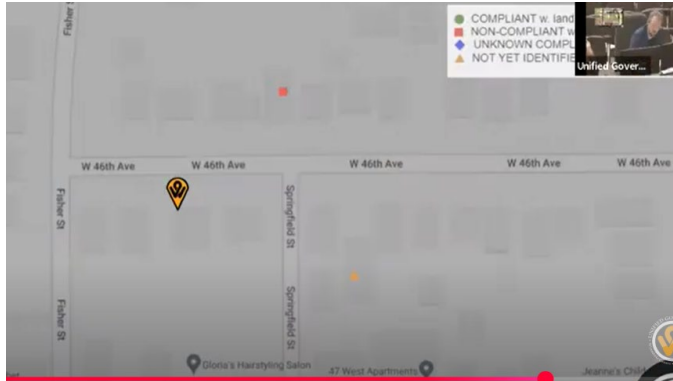


This is in the Rosedale Area Plan.



We received no letters of support; no letters of opposition.

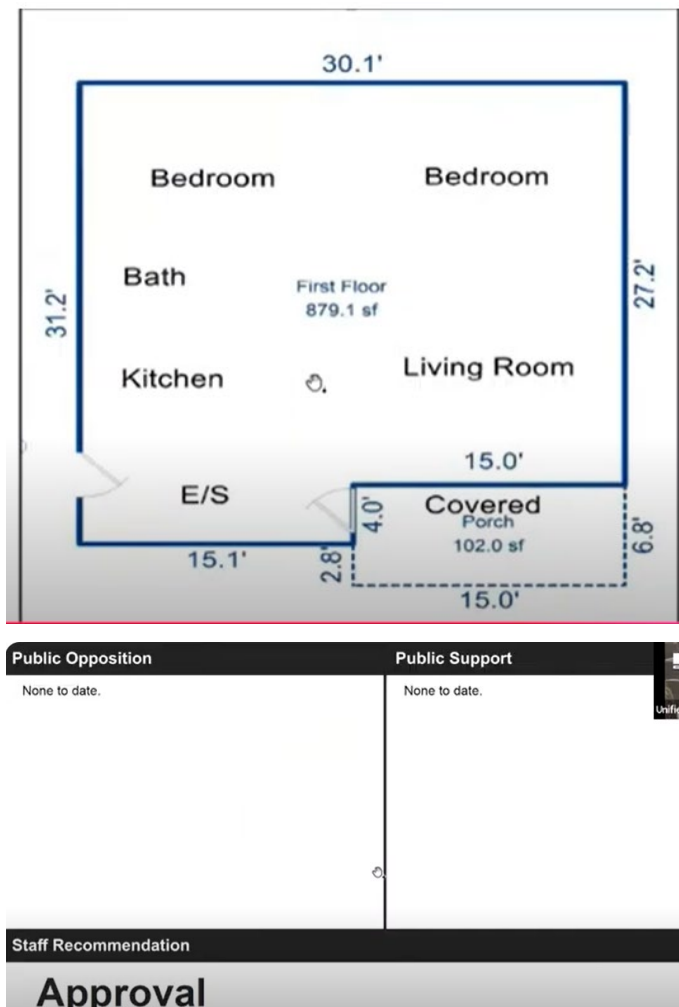
November 30, 2023



There are no notices of violation. There is one other unpermitted short-term rental on this block that we're tracking. Depending on how this proceeds tonight, if it's denied, I believe we're going to see the application across the street. If it's approved, we're going to ask this person to withdraw their application across the street.



Staff agrees with Planning Commission and recommends approval for one year with conditions including a maximum of six people, two cars off street.



We have asked for enhanced landscaping as well as some sidewalk and driveway repairs, accordingly.

Mayor Garner said I'll ask the applicant or representative to present the application.

Brian Archambault said this is my wife, Alicia. Yes, we are applying for the special use permit for the property that was stated. We purchased the property in November of last year. We had tenants at the time who were already in there at the time of purchase who were long-term renters. Their lease ended in June. We realized, I think, in April of last year as we started to look at what we wanted to do with it when their lease was up. Short-term rental was part of our plan. We realized we had to go through and apply for the special use permit. This is part of the process to go through with that, so here we are.

(Mayor Garner stepped out at 10:58 PM. Commissioner Burroughs assumed as Mayor Pro Tem.)

Mayor Pro Tem Burroughs said I will now open the public hearing and ask the Clerk if there's any notification received from the public who wish to express their comments in favor of the item. **Ms. Sparks** said no comments were received. **Mayor Pro Tem Burroughs** asked, is anyone present who'd like to speak in favor of this item? Let the record show no one stepped forward. Is there anyone joining us virtually who would like to speak in favor of this item? If so, raise your hand. Let the record show no hands are raised.

I'll ask the Clerk if any notifications were received from the public who wish to express their comments in opposition to this item. **Ms. Sparks** said no comments received. **Mayor Pro Tem Burroughs** asked, is there anyone present who would like to speak in opposition to this item? Seeing none. Is there anyone joining us virtually who would like to speak in opposition to this item? If so, please raise your hand. **Ms. Sparks** said no hands are raised.

Mayor Pro Tem Burroughs said I will close the public hearing.

Action: Commissioner Stites made a motion, seconded by Commissioner Davis, to approve Special Use Permit Application SP2023-038, as submitted, for one year, subject to the stipulations.

Mayor Pro Tem Burroughs asked, would the petitioner like to make any closing comments? Hearing none.

Roll call was taken on the motion and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212903...SPECIAL USE PERMIT APPLICATION SP2023-077 - BRIAN GLASSER

Synopsis: Special Use Permit to operate a Short-Term Rental at 508 Ohio Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Brian Glasser, is

requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 508 Ohio Avenue. This is not the owner's primary residence. This would be the first and only permitted short-term rental on the 500 block of Ohio Avenue. The Planning Commission voted 7 to 1 to recommend approval of Special Use Permit Application SP2023-077, for one (1) year, subject to:

1. The parking in front of the property shall be restriped;
2. All repair items shall be completed prior to operation. Any additional repair items not mentioned in the report shall be repaired and completed prior to renewal of SP2023-077;
3. Maximum number of guests shall be six (6);
4. All parking must be off-street, maximum number of vehicles is one (1);
5. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
6. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
7. Applicant is to maintain liability insurance;
8. The property must remain in proper maintenance and free of hazards, pests, or infestations;
9. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
10. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
11. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
12. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
13. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
14. All existing and future driveways must feature curb cuts that are constructed to UG standards;
15. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
16. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to

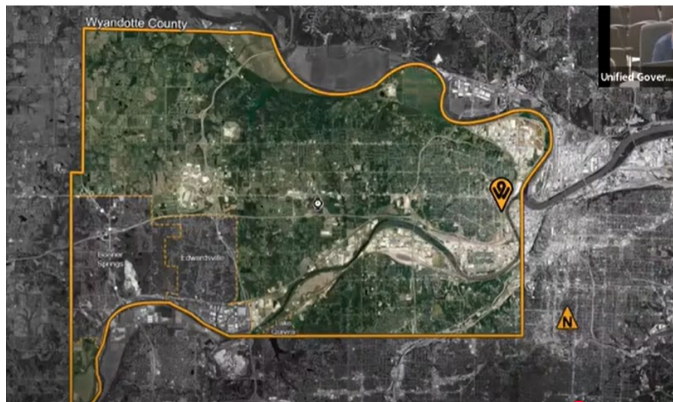
meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;

17. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;
18. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
19. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
20. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
21. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

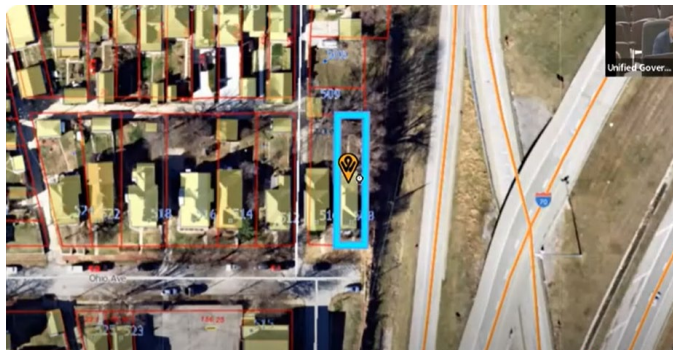
Case		
SP2023-077		
Petitioner	Address	
Brian Glasser	508 Ohio Avenue	
Synopsis		
To approve a Special Use Permit for a short-term rental. This is not the owner's primary residence.		

Gunnar Hand, Director of Planning and Urban Design, said, again, this is another special use permit for a short-term rental, also non-owner occupied. It was a previously lapsed special use permit. I believe it changed ownership hands as well after lapsing, so this is a new special use permit.

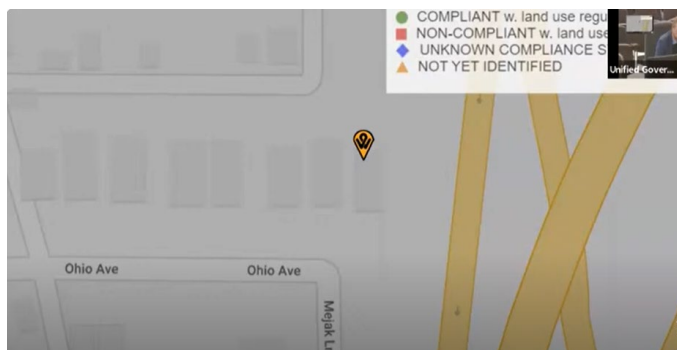
I would like to disclose that I live within the notice area for this case. I did not prepare any of or review any of the staff reports, accordingly; enough just to get it through Planning Commission and Board of Commissioners.



This one is in the Central Area Plan.



We received no letters of support; no letters in opposition. There is a notice of violation for a couch on the front porch which I believe has been rectified by the property owner since the Planning Commission hearing earlier this month.

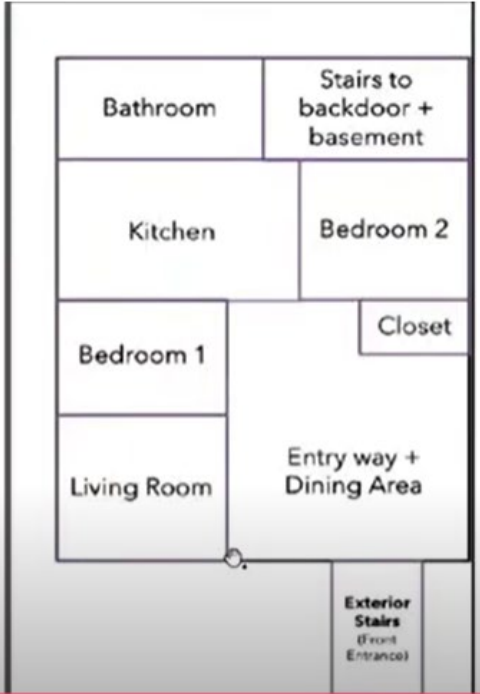


Staff agrees with Planning Commission and recommends approval for one year with conditions of a maximum of six people and one car. If you recall, we reviewed this one. It was one of the first cases I saw four years ago. There is no off-street parking on this location.



You can kind of see it best in this. When the highway came through, it marooned this property from the alleyway access. A lot of houses in this part of the community don't have driveways from the front yard. There is a reserved location that Public Works painted for the previous special use permit that had lapsed, so their one parking spot is on the street.





Public Opposition	Public Support
None to date.	None to date.

Staff Recommendation

Approval

Mayor Pro Tem Burroughs said I'll now ask the applicant or representative to present the application.

Brian Glasser, 730 Minnesota Avenue, said I submitted for the renewal of the STR at 508 Ohio. As City Planning mentioned, following the ownership transfer, the home's STR permit lapsed. Actually heard by way that there was some major, as aforementioned, changes in the ordinances, which we heard about tonight regarding STRs such as the one per block density. So, I did reach out to a City Planner about my status and that's when I was notified that it had lapsed and I would need to resubmit. I pulled the listing offline and resubmitted. I made sure I maintained proper communication with the city Planners throughout the process.

Since summer, it's been rented out to long-term journeymen here working on the Kansas City street car. All conditions required of me, per staff guidance, are acknowledged, and I have zero issues complying with them. Not tracking any public opposition. I do maintain professional management of the property as I'm also a broker, an agent. I have a friendly working relationship with my neighbor as well. I do maintain security of the property; security cameras on the property.

I find myself here today asking for the renewal of this STR permit.

Mayor Pro Tem Burroughs said I will now open the public hearing and ask the Clerk if there are any notifications received from the public who wish to express their opinions in favor. **Ms. Sparks** said no comments have been received. **Mayor Pro Tem Burroughs** asked, is there anyone present who would like to speak in favor of this item? Let the record show no one stepped forward. Is there anyone joining us virtually who would like to speak in favor of the item? Seeing none.

I'll ask the Clerk if there are any notifications received from the public who wish to express their comments in opposition to this item. **Ms. Sparks** said no comments were received. **Mayor Pro Tem Burroughs** asked, is anyone present who would like to speak in opposition to this item? (No one appeared.) Is there anyone joining us virtually who would like to speak in opposition to this item? (No hands were raised.)

Mayor Pro Tem Burroughs said I will close the public hearing. Would the petitioner like to make any closing comments? **Mr. Glasser** said no, thank you.

Action: **Commissioner Kane made a motion, seconded by Commissioner Davis, to approve Special Use Permit Application SP2023-077 for one year, subject to the stipulations.** Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 4 – 212889...SPECIAL USE PERMIT APPLICATION SP2023-079 - CORINNA WEST

Synopsis: Renewal of a Special Use Permit (SP2021-052 - expired 11/4/2023) to keep ducks on the property at 1921 Nebraska Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Corinna West, is requesting a renewal of a Special Use Permit

to keep eight (8) fowl and an unknown number of ducklings on a residential property. A Special Use Permit is required for more than six (6) fowl kept on a residential property. The applicant has requested to expand the number of fowl from eight (8) to 15. The Planning Commission voted 6 to 2 to recommend approval of Special Use Permit Application SP2023-079, for five (5) years for eight (8) mature ducks and ducklings not to exceed 40 at any one time, subject to:

1. The following conditions from the previous approval of SP2021-052 shall remain in effect:
 - a. Per the conservation plan, up to 8 mature ducks may reside on the subject property. There may also be a revolving number of ducklings, based on the breeding and incubation patterns of those 8 ducks;
 - b. Per the conservation plan, the applicant must maintain the existing shelter for all ducks to get out of the weather and nest;
 - c. Per the conservation plan, the applicant must utilize the beds to the west side of the backyard for rotational grazing. The applicant can use the existing fencing covering over the beds to making moveable fences, which will allow grasses time for regrowth;
 - d. Per the conservation plan, the lagoon in the rear yard will need to be cleaned out on a minimum monthly, or as needed to maintain a healthy environment. With the current number of ducks, it would be suggested to be cleaned out every two (2) weeks. Once the number is brought down to 8 ducks with short-term ducklings monthly clean out should suffice. Waste from the lagoon can be composted with plant or grasses to be used as fertilizer for crop plants in front yard;
 - e. Per the conservation plan, the area around the lagoon must be fully seeded with grass in order to provide the best ground cover, slow runoff and prevent erosion of the soil across the property. A combination of straw and seeding of grasses along the manmade channels in the yard would also help prevent soil loss and filter nutrients;
 - f. Per the conservation plan, fencing the ducks out of areas allowing seed to grow will be necessary, subject to the following conditions
 - i. Fencing should be placed along the south part of the backyard to create a buffer and filter area along the property line. The area created should be three (3) to five (5) feet in width and seeded with grasses and plants tolerant to stand in wet conditions and handle high nutrient levels. Native grasses such as little blue stem, western wheat grass, and Indian grass can provide vital root systems to help infiltrate runoff. Forbs can be added to mix to provide more variety and berries;
 - ii. Fencing should also be added to the east side of the property with another three (3)-foot filter strip to help protect the soil and slow runoff. Cardboard was observed on this path when visited demonstrating the need for seeding and soil protection. The area could also be mulched if it is to be used as pathway only. Mulched path would still need to be about two (2) feet wide and regularly maintain to prevent it from becoming to compacted and no longer slow water movement; and,
 - iii. Most to the above can be completed by repurposing materials on the property;
2. The applicant shall not increase the amount of ducks on the property;
3. Any property owner or business owner that is required to obtain a Special Use Permit for an entitlement to keep fowl or livestock animals as described in Section 27-593, or any other animal related activity as described in Section 27-593, is required to comply at all times with all the requirements of Chapter 7 and Chapter 27 of the Ordinances. This shall include all

ordinance sections that relate to: the care, feeding, and keeping of animals; the proper housing, shelter, and restraint of animals from roaming at large; access to proper veterinary care; the operation and maintenance of land, property, and any building or structure related to animal keeping. The permit holder and the property owner are responsible to register any animal keeping activity with Kansas City, Kansas Animal Services, and to maintain annually that registration, and to arrange and participate in annual property and animal inspections with Kansas City, Kansas Animal Services;

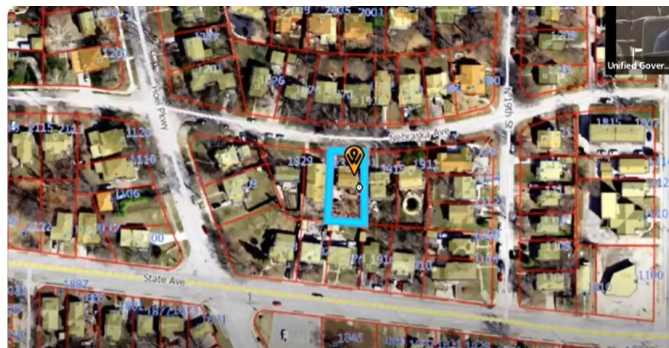
4. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
5. All existing and future driveways must feature curb cuts that are constructed to UG standards;
6. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
7. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
8. The Special Use Permit shall be valid for five (5) years from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
9. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
10. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Case	
SP2023-079	
Petitioner	Address
Corinna West	1921 Nebraska Avenue
Synopsis	
To renew a Special Use Permit to keep eight (8) fowl (and no more than 40 ducklings) on a residential property.	

Gunnar Hand, Director of Planning and Urban Design, said, again, this is a special use permit for more than what right now is allowed, six fowl on a property. The applicant is requesting eight fowl. This will be their second approval; first renewal.



This is in the Northeast Area Plan.



Staff has received both support and opposition. There are some old notices of violation on the property.



Some of which have either been rectified or not germane to this case.



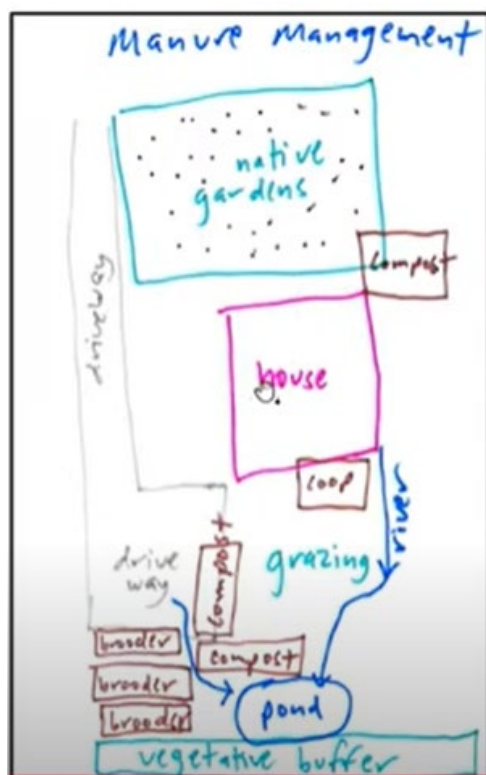
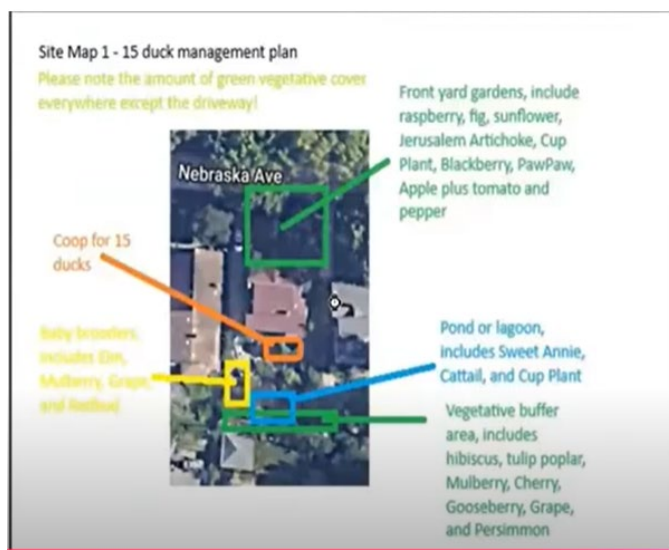
Staff does agree with Planning Commission's recommendation for 8 ducks, no more than 40 ducklings, for 5 years.

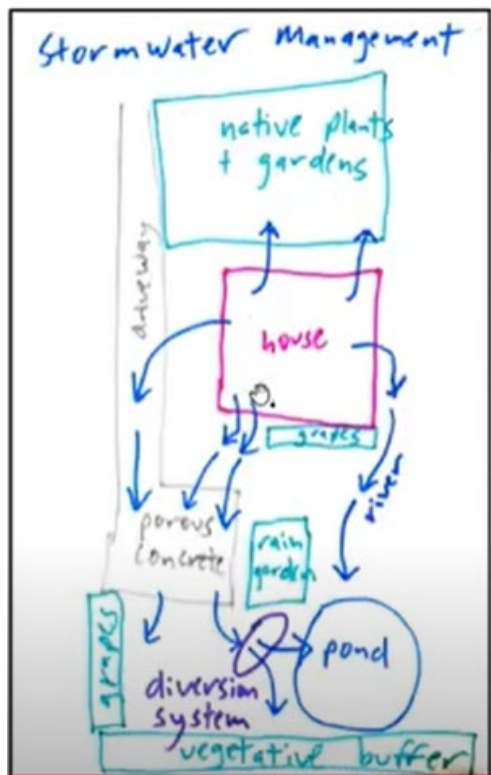


I do believe the applicant is going to request a holdover.



November 30, 2023





Public Opposition	Public Support
Two (2) people attended the 11/13/2023 City Planning Commission hearing to speak in opposition.	Staff received letters in support. There were attendance at the 11/13/2023 City Planning hearing to speak in support.
Staff Recommendation Approval	

Corinna West, 1921 Nebraska Avenue, said I sincerely request a holdover. **Mayor Pro Tem Burroughs** asked, you're asking the item be held over? **Ms. West** said correct. **Mr. Hand** said staff has no issue with a holdover.

Action: Commissioner Davis made a motion, seconded by Commissioner Johnson, to holdover Special Use Permit Application SP2023-079 for 30 days for more conversation with the Wyandotte Conservation District.

Commissioner Bynum said I just have a question. The holdover does not remand it back to Planning and Zoning, it brings it back to us. Is that right? **Mr. Hand** said that's correct.

Commissioner Bynum asked, the stated reason is just for more conversation with the Conservation District? **Ms. West** said correct. I received notice on this late last night about what the Conservation District's actual concerns were. The holdover would give me time to remedy those concerns and to provide proof of remedy.

Commissioner Bynum said sorry. First of all, thank you because it's 5 after 11 and you're still here all for the purpose of asking to come back in 30 days. Are you hoping that in 30 days, between your work and your conversation with the Conservation District, that you can successfully request your original number of ducks or are we going to be looking at 8 ducks in 30 days?

Ms. West said with the Planning Commission, I requested 15 ducks. I would be satisfied with the compromise of 12 ducks at this time.

Commissioner Bynum asked, Mr. Hand, what are the rules going to say that we are going to be looking at in 30 days?

Mr. Hand said if the Board of Commissioners in 30 days want to consider more than 8 ducks and 40 ducklings max, you would simply need 8 votes to overturn the recommendation of the Planning Commission.

Commissioner Bynum said thank you very much, and thanks for staying. That's all I have.

Roll call was taken on the motion and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 5 – 212904...SPECIAL USE PERMIT APPLICATION SP2023-081 - ERICA SCHUBACH WITH TWOPIN HOMES, LLC

Synopsis: Special Use Permit to operate a Short-Term Rental at 1918 Federal Avenue, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. The applicant, Erica Schubach, is requesting a Short-Term Rental Special Use Permit to operate a short-term rental at 1918 Federal Avenue. This is not the owner's primary residence. This would be the first and only

permitted short-term rental on the 1900 block of Federal Avenue. The Planning Commission voted 7 to 1 to recommend approval of Special Use Permit Application SP2023-081, for one (1) year, subject to:

1. Maximum number of guests shall be six (6);
2. All parking must be off-street, maximum number of vehicles is two (2). No STR renters or guests may park the on-street;
3. The applicant must keep a current annual Business License/Occupation Tax Receipt and Kansas State Lodging Tax;
4. Applicant must post a copy of the Ordinance granting permission to operate the short-term rental, the expiration date of the Special Use Permit, a copy of the Occupational Tax Receipt, and the property manager's contact information within the entrance of the area that is rented;
5. Applicant is to maintain liability insurance;
6. The property must remain in proper maintenance and free of hazards, pests, or infestations;
7. The granting of this Special Use Permit does not transfer with a change of ownership of the property;
8. Must provide a manual/welcome packet that lists all rules, including "No Parties, etc." This manual must inform guests that the Unified Government enforces this policy and must include the contact information for Host Compliance: 913-246-5133 (phone number), and www.hostcompliance.com/tips (website);
9. Per Section 27-723(a), no sign (including the structure or sign surface) shall be erected, installed, altered, relocated, rebuilt, or refaced until the Unified Government issues a sign permit. Only those signs permitted in this division shall be granted a sign permit. Contact the Department of Planning and Urban Design at (913) 573-5750 or signpermits@wycokck.org to begin this process;
10. If approved, occupying businesses must file and maintain a current business occupation tax application with this office;
11. A building permit is required for the construction of a permanent structure greater than 120 square feet, for the expansion of or addition to an existing structure, and/or a change in the use of (i.e., change of occupancy) an existing structure. The applicant is required to contact the Building Inspections Division at (913) 573-8620 or by buildinginspection@wycokck.org to confirm if they need a building permit, and if so, must take it upon themselves to initiate the building permit process accordingly;
12. All existing and future driveways must feature curb cuts that are constructed to UG standards;
13. Applicant shall comply with Planning Engineering Comments for General Engineering, Erosion Control, Sanitary Sewer, Storm Drainage, Stormwater Quality, Streets, and Retaining Walls, or other requirements as applicable;
14. The Special Use Permit is not valid for the approved use to be in operation until all the conditions of approval are met. The Applicant acknowledges that both the property owner and the business owner are collectively responsible to ensure that the use of the property is compliant with all ordinances, conditions, and other requirements of this approval. Failure to meet all these requirements may result in revocation of this permit. The property may also be subject to enforcement actions and administrative citations;
15. Any business in Wyandotte County that is required to obtain any Special Use Permit shall be responsible to ensure that all vehicle parking or vehicle storage must occur entirely on private property of the same land parcel and be at all times be compliant with all applicable local

ordinances [27-463 through 27-470; 27-592 through 27-616; 27-667 through 27-676; 35-468 through 35-492]. No such business shall use the public right of way for any business operation. Any shared parking with another property is only allowed by a properly executed legal document that has been filed with the Unified Government and ratified by the City Planning Commission. Failure to comply at all times with parking regulations will result in municipal summons, administrative citation, or revocation of the Special Use Permit;

16. Approval of this case by the Board of Commissioners, and the conditions of approval contained herein, has been granted independent of any and all covenants, conditions, and restrictions (CC&R) of the plat or subdivision within which the subject property is located. It is the responsibility and duty of the applicant and/or landowner to ensure that the real or constructive operation of any use allowed under this Special Use Permit, or any portion thereof, does not violate the applicable and enforceable CC&R of the plat or subdivision within which the subject property is located;
17. The Special Use Permit shall be valid for one (1) year from the publication of the associated Ordinance. The Applicant is solely responsible for renewing their Special Use Permit. The Applicant should contact the Planning and Urban Design Department no less than two (2) months prior to the expiration of the permit to begin the renewal process. Any application for renewal that is submitted after the expiration date will be considered a new application with the associated application fee and approval term. If the renewal deadline is not met, all operations must cease until such time as a new Special Use Permit is approved;
18. Subject to approval, a \$125.00 ordinance publication fee must be submitted to the Planning and Urban Design Department (checks made payable to the Unified Treasurer) within 30 days following the Unified Government Board of Commissioners meeting. If a check is not submitted within 30 days, the petition becomes invalid. The approval will not go into effect until the ordinance is published in the newspaper; and,
19. Substantive action towards the completion of all conditions of approval herein must commence within six (6) months of approval unless otherwise determined by the Director of Planning or their designee. Regardless, all conditions of approval must be fulfilled within one (1) year of approval by the Unified Government Board of Commissioners. The failure to satisfy all conditions of approval after one (1) year will result in automatic termination of this Special Use Permit.

Case	
SP2023-081	
Petitioner	Address
Erica Schubach	1918 Federal Avenue
Synopsis	
To approve a Special Use Permit for a short-term rental. This is not the owner's primary residence.	

Gunnar Hand, Director of Planning and Urban Design, said this is another special use permit for a short-term rental, also non-owner occupied.



This is in the Rosedale Area Plan.

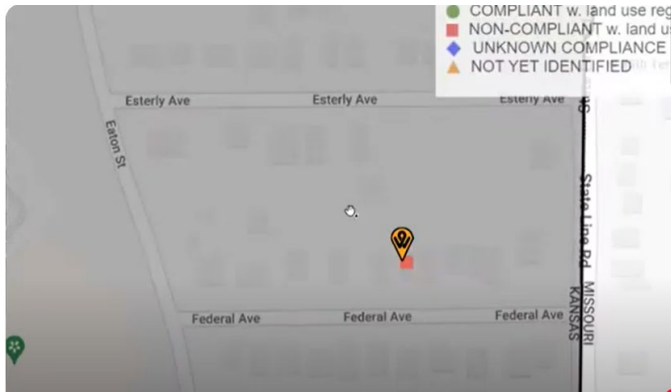


Staff has received no letters of support; no letters in opposition.



I'm sorry. There was opposition. I wrote that down wrong. There was opposition at the City Planning Commission hearing. I apologize.

November 30, 2023



There is a notice of violation applied to this property for operating without a special use permit. This one came to us from the zoning blitz that we did after the adoption of the ordinance this past May 2023.





Public Opposition	Public Support
Two (2) members of the public attended the 11/13/2023 CPC hearing to express opposition to the proposed project.	None to date.
Staff Recommendation Approval	

Staff agrees with Planning Commission and recommends approval for one year with conditions of maximum of six people on-site, two cars off street.

Mayor Pro Tem Burroughs said I'll now ask the applicant or representative to present the application.

November 30, 2023

Erica Schubach, 1918 Federal Avenue, said this property I purchased in 2020. It was a long-term rental. I rented to a family friend through the end of 2022. When the tenant moved out, we decided we would like to have a place to visit. I am from Kansas City, but I live out of state now. Now that I have a young child and my family is living in Kansas City, we would like to have a place where we can stay longer-term. So, we wanted to not have a long-term rental because that wouldn't allow us to do that, so we converted it to an Airbnb early in 2023 and did not know about the permitting process that was required. We were operating, and I did not know that we were in violation of anything until we received the notice on the door.

We did not have any complaints during that time. Our intention is to rent to traveling nurses and to people that are visiting KU Med longer-term for treatment. We are not allowing guests that are doing the instant book that may want a place to stay for one or two nights. We are looking for longer-term, short-term renters; not partyers that are just coming into town for the weekend. We're being picky about who can make a reservation on Airbnb by not allowing them to do the instant booking.

Once we received the notice, I believe it was in September, we took it off Airbnb and we have not been renting since then.

Mayor Pro Tem Burroughs said I will now open the subject to public hearing. Clerk, are there any notifications received from the public who wish to express their comments in favor of this item? **Ms. Sparks** said no comments received. **Mayor Pro Tem Burroughs** asked, is anyone present who would like to speak in favor of this item? Let the record show no one stepped forward. Is there anyone joining us virtually who would like to speak in favor of this item? **Ms. Sparks** said no hands raised.

Mayor Pro Tem Burroughs said I'll ask the Clerk, again, have we received any notice from the public who wish to express their comments in opposition to this item? **Ms. Sparks** said no comments received. **Mayor Pro Tem Burroughs** asked, anyone present who would like to speak in opposition to this item? (No one appeared.) Anyone joining us virtually who would like to speak in opposition to this item? **Ms. Sparks** said no hands are raised. **Mayor Pro Tem Burroughs** said let the record show.

Mayor Pro Tem Burroughs said I will now close the public hearing. Would the petitioner like to make any closing comments?

Ms. Schubach said no, thank you.

Action: Commissioner Bynum made a motion, seconded by Commissioner Davis, to approve Special Use Permit Application SP2023-081 for one year, subject to the stipulations. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

MISCELLANEOUS

Item No. 1 – 212923...ORDINANCE: PLANKCK CITYWIDE MASTER PLAN

Synopsis: Approval of an ordinance adopting the PlanKCK CityWide Master Plan, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design.

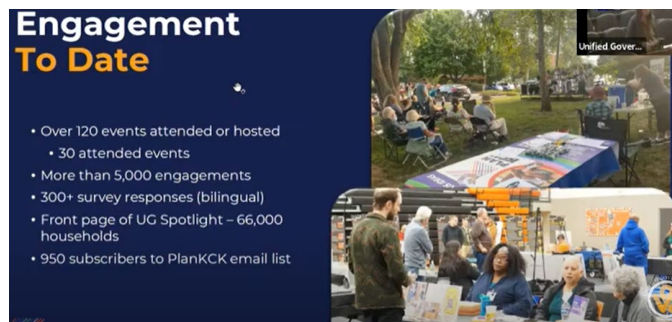
Links to connect to the documents are:

- PlanKCK: wycokck.org/files/assets/public/v/1/planning-amp-urban-design/documents/comprehensive-plan/2023.11.21-plankck_final.pdf
- Appendices: wycokck.org/files/assets/public/v/1/planning-amp-urban-design/documents/comprehensive-plan/2023.11.21-plankck-appendices_final.pdf
- Engagement Summary: [plankck_engagement_summary_final.pdf\(wycokck.org\)](http://plankck_engagement_summary_final.pdf(wycokck.org))



Gunnar Hand, Director of Planning and Urban Design, said this is a very brief presentation as we’ve been here in the last couple of months to do some workshops with you all in special sessions. So, I’ll hand it over to Ms. Alyssa Marcy.

Alyssa Marcy, Long Range Planner, said I'm going to give you just a few quick slides just to set the context for us. We've been here a few times before. Had quite a few special sessions, so these are things that you already know. I just want to add that this was passed unanimously on the 16th by our Planning Commission.



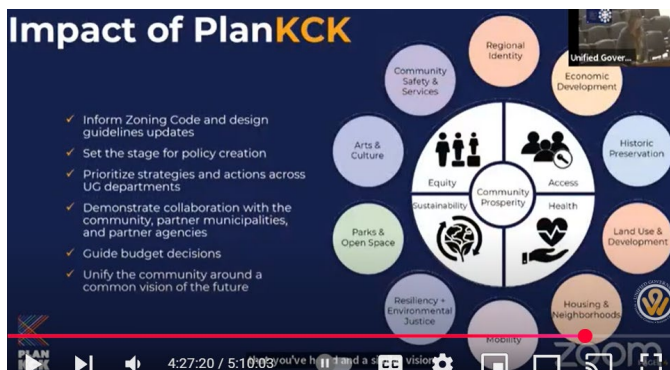
We had a really extensive outreach process as part of this plan. With all of the different elements, we really had to get creative. We met people where they were at. We had in-person meetings, virtual meetings, bilingual engagement materials, and we've reached really more of the community than we ever have before in the long-range planning process. In total, we had approximately 5,000 engagements. KCKPlan was also the cover page of the *UG Spotlight Newsletter*, which went to 66,000 households. In Kansas City, KS, we had a very, very long and growing listserv that had bi-weekly emails and a lot of other opportunities to engage.



It's important to note that PlanKCK is a 30,000 foot view of the future. It's a guide that will set the stage for future conversations and for future decision-making. We weaved together all of these threads but it also is going to serve as an umbrella for things like future policy decisions or area plans.



Here are all of the elements that make PlanKCK truly comprehensive. These are all designed under four lenses. Those are equity, health, access, and regeneration. After going through this process with the community, we found that effectively what we heard reinforced the Board of Commissioners' vision statement here. So very, very similar things that we've heard and that you've heard and a similar vision.



Again, PlanKCK is a road map to guide us to community prosperity. It lays out a destination, community prosperity, and now it's up to the leaders in this room to determine exactly how we get there given all the information that's in this document. It's a NorthStar. So with every action that we take, decision that we make, every grant that we pursue, how are those decisions leading us toward community prosperity.

It can inform our future budget deep dives. It identifies ways that we can better collaborate internally as well as externally with the community. I think it's important to note that this is a flexible, living document. So as we change, as things change in the future, as we meet unknowns and unexpected things that happen, this can adjust with us as we move toward this goal of community prosperity.

I think what happened today with the amendment to goDotte is an example of how these plans are flexible and living.



That's all I have for you.

PROOFREAD 4:28:34

Mayor Pro Tem Burroughs said we'll now go into the public hearing portion. I'll ask the Clerk if we had any notifications that were received from the public in favor. **Ms. Sparks** said no comments received. **Mayor Pro Tem Burroughs** asked, is anyone here who would like to speak in favor? **Mayor Pro Tem Burroughs** said let the record show we do have people approaching.

Rachel Russell said at 11:18 I will not take all three minutes. I'm a proud Rosedalian. I would just like to comment on my immense gratitude to this team and the work that they have done with this PlanKCK engagement. I do community engagement in my day job. I do an all-around type thing. I think what we saw through the level of engagement, both in professional settings and neighborhood settings; reaching out to students, which you saw the artwork and all of the things; I was proud to see at our neighborhood summit; those kids recognized. To see all of the pieces where it truly was situated around bringing community together of all aspects, all backgrounds, all demographics.

I cannot commend this team enough on the work that they've done. I think it is an understatement that I'm giving right now probably because I'm tired, but kudos to this team, the work they've done.

I will also say as long as I've lived in this community, I graduated out of this community, we have not had a plan or a Northstar that was clear where all of the pages were talking to each other. As someone who does the community health improvement plan work, to see how all of

those pieces are incorporated, it was intentional, it was purposeful, and I am proud to be a part of PlanKCK and what is to come for the future of Wyandotte County.

Thank you and thank you to this team for all that they have done.

Mayor Pro Tem Burroughs asked, was there someone else who wanted to speak in favor of this item? **Mayor Pro Tem Burroughs**

Is there anybody joining us virtually? **Ms. Sparks** said no hands are raised.

Mayor Pro Tem Burroughs asked, is there anybody in public that would like to speak in opposition to the plan?

Lisa Walker Yeager, Parkwood neighborhood, said I'm not going to say that I'm in total opposition, but I'm not going to say that I'm for it either. I just think we need some more clarity when it comes to the Northeast end district because I have to agree that Alyssa has done an excellent job trying to reach out. I know in the Northeast end district area, we need more participation, more communication of what we're going to get clarity on, what is going to happen in our historic neighborhoods.

I am a vice president. I have not met with them. Nobody has met with us. I've heard from the majority of our citizens in our neighborhood that are concerned with their roofs. Now it has been designated as historic to replace those roofs now at \$30,000. I don't know. Most people don't have \$30,000 just to sit around. To replace those windows are an arm and a leg. We did go through certain things but, again, we're still in the Northeast district area that is distressed. No one has come to us and say, hey, other than a possible grocery store.

We have a pool that has been around for over 75 years. It has never been redeveloped. Parkwood can offer some more items for our community to help our children. Businesses, we don't see any of that. **Ms. Sparks** said one minute remaining.

Ms. Walker Yeager said no development plans from 18th Street down to 3rd Street. That is where all the history really is. We really need to get that going all the way to the ruins.

I'd like to see a little bit more in detail plan this is what's going to happen because we have been told so many things and nothing has ever occurred and happened in our neighborhood. We're asking, we're pleading. Our taxes have just went up. We're paying the cost and we'd like to see our neighborhood changed. That's why we just need more clarification. That's all.

(Mayor Garner returned to the meeting at 11:22 PM.)

Mayor Garner asked, is there anyone else who'd like to speak in opposition?

Carolyn White, Kansas City, KS, said every year we have a different master plan. We've had so many master plans, but nothing to show. Infrastructure. The house I live in is probably over 100 years old. We've had some streets done back when we had a different county administrator, Doug Bach. As far as the infrastructure, if somebody wants to come in and they want to build a grocery store, they want to build homes, whatever, the infrastructure is not going to be there. So, if there's money that's supposed to come to the inner city, you're going to probably have to start with the infrastructure.

Like I said, every year is a different master plan. I don't really know what east of 10th Street, 18th Street, what's actually designated for the inner city.

Trails, we can put a lot of trails down. That's a lot of money, but that's not what we're looking for. We're looking for development. Trails are not going to help me in a food desert. Trails aren't going to help me with development. Trails aren't going to help me with kids that are in the area.

I've been in that area all my life. My mother died four years ago. She was 110 years old. Her house is still there. What I'm saying is that hasn't a lot been done so what's going to change now with the master plan? Well, actually are they telling us that's actually going to help us?

I know we don't have a community development person, so we probably need to start with a community development person in Community Development so then they will have a plan maybe to develop. But without a community development person...**Ms. Sparks** said one minute remaining.

Ms. White said ...a design person, but community development, then that's when actions can come in and see what needs to be done, what vision needs to be done, and which way we're going to go. If you don't start with the inner city, you got 635, you got I-70, you got all the highways in the inner city. You can go anywhere you want to go, but there's nothing there.

Our taxes are higher than anybody, but we have nothing to show. So, what does that mean? We just got land but nothing to show for the taxes that we have to pay. If you live in my area and

your taxes went up but you had empty land, how's that make you feel? I'm just saying that we've got to start where we start and that's infrastructure, grocery store, development, and then guess what. You all can build everywhere else because you've done what you should have done in the inner city. **Ms. Sparks** said your time has expired.

Pamela Penn-Hicks, Kansas City, KS, said when I heard about PlanKCK, I actually got excited. I had read the Northeast Master Plan and had not seen any indication that there was going to be some actual action placed in that plan. When you said you were going to expand and include the entire KCK area, I thought well surely this time we'll be included as a major focus of an expanded plan for development in this community. I looked for that piece and instead what I saw and what I see in the PlanKCK is, again, a focus on the downtown and Village West and the Northeast is once again an afterthought. It is not included as a viable piece of this community and one that deserves economic development.

My issue is that I don't want the Northeast to become a victim of regentrification where you come in and you put new housing in on Land Bank properties and you raise the values of the property taxes of the area. The people who live there never get assistance with maintaining the properties that they own currently.

We have an economic development desert in that area. No grocery stores. No pharmacies. No retail. You can build it up. I know that eventually the long-term plan will be that you'll include portions of the northside of downtown and that they will become more attractive to people to come back into this area. I don't want us to make the mistake of having to pay a higher price tag in 10 years or 15 years when you have to go back into that area and provide better infrastructure and development for the Northeast area. We deserve better.

I remember what Melissa Bynum said when she was talking about Leavenworth Road. **Ms. Sparks** said one minute remaining.

Ms. Penn-Hicks said we won't live like this anymore. We need help. We need resources directed to the area that will provide the development that all of us deserve to have. I would encourage, although I'm disappointed in this plan, I would like an expansion of the ideas that are in there that will help the Northeast area and areas below 635, not just the downtown area, to become more livable and more amenable to the people who live in Wyandotte County.

Mayor Garner asked, is there anyone else present who'd like to speak in opposition? Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Ms. Sparks** said no hands are raised.

Mayor Garner said I will now close the public hearing.

Commissioner Bynum said I wanted to compliment the work of the staff on the PlanKCK document, and also echo what Ms. Rachel Russel had said about the extensive engagement that was undertaken in order to bring this plan to reality. I appreciate that very much.

I do think this is another example of a living, breathing document that has a lot of room in it for all of the areas to be embraced. With that, I would just make a motion that we adopt the ordinance approving the PlanKCK Citywide Master Plan.

Action: **ORDINANCE NO. O-155-23**, "An ordinance approving the PlanKCK Citywide Master Plan." **Commissioner Bynum made a motion, seconded by Commissioner Markley, to approve the ordinance.** Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Mayor Garner said this ends the Planning and Zoning portion of our meeting. We will now move to the regular portion of our agenda.

REGULAR CONSENT AGENDA

Mayor Garner asked, do any members of the Commission or County Administrator wish to set aside any item on the Regular Consent Agenda? If an item is not set aside, all items on the Regular Consent Agenda will be voted on by one vote.

Action: **Commissioner Davis made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 1 – 212842...RESOLUTION: APPROVING AND AUTHORIZING THE MAYOR/CEO TO EXECUTE A SECOND AMENDMENT TO THE PERFORMANCE AGREEMENT (CRITERION DEVELOPMENT PARTNERS)

Synopsis: Adopt a resolution approving and authorizing the Mayor/CEO to execute a second amendment to the performance agreement with CPC Land Acquisition Company, LLC, submitted by Jeff Conway, Assistant Counsel. On November 13, 2023, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.

Action: **RESOLUTION NO. R-70-23**, “A resolution approving and authorizing the Mayor/CEO to execute a second amendment of performance agreement between the Unified Government of Wyandotte County/Kansas City, Kansas, and CPC Land Acquisition Company, LLC.” **Commissioner Davis made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212934...NOMINATIONS: BOARDS AND COMMISSIONS

Synopsis: Nominations for Boards and Commissions:

Nikki Richardson to the Advisory Commission on Human Relations and Disabilities Issues from 11/30/2023 to 12/31/2025, submitted by Commissioner Davis.

Action: **Commissioner Davis made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212926...MINUTES

Synopsis: Minutes from the Regular Session meeting on November 17, 2022.

Action: **Commissioner Davis made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 4 – 212927...WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated October 26, 2023.

Action: Commissioner Davis made a motion, seconded by Commissioner Markley, to receive and file. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

PUBLIC HEARING AGENDA**Item No. 1 – 212841...RESOLUTION: ISSUANCE OF INDUSTRIAL REVENUE BONDS AND TO ADOPT PERFORMANCE AGREEMENT (CARNATION PARTNERS, LLC)**

Synopsis: Adopt a resolution of intent to issue industrial revenue bonds in the amount not to exceed \$11,500,000 to finance costs of acquiring, constructing, improving and equipping a manufacturing facility for the benefit of Carnation Partners LLC, and to adopt a performance agreement, submitted by Jeff Conway, Assistant Counsel. On November 13, 2023, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Angela Lawson, Acting Chief Counsel, said we have Kevin Wempe, as bond counsel. It’s just the intent to issue the revenue bonds. The applicant is present.

Mayor Garner said I’ll ask the applicant or representative to present the application and the information.

Kevin Wempe, Gilmore & Bell, bond counsel to the Unified Government, said I’ll give you the brief summary. This, again, was considered by standing committee earlier this month. Carnation Partners is a local business looking for expansion of their manufacturing and propose an approximately 57,000 sq. ft. manufacturing facility at 4500 Dover. The proposal is for \$11.5M of IRBs for the purpose of providing sales tax exemption on the construction materials and property tax abatement of approximately 55% of property tax abatement.

Like you've seen on plenty of other projects, this will be a bond placed with the applicant, or developer in this case, so there's no UG liability for repayment and no credit impact to the UG on the bonds.

The resolution also approves the performance agreement that has the PILOT schedule and the usual clawbacks that you're used to seeing in these types of projects, including a schedule where they'll be obligated to get underway on construction by next summer and complete by the end of 2025.

Tonight, again, is a public hearing on the resolution of intent approving the performance agreement. As part of the other state law procedures, a cost benefit analysis was prepared by a third party, the provider of that, and came out very favorably. If you choose to approve it tonight, the applicant would go forth with construction of the project and return to you at substantial completion of construction to issue the bonds and affect the tax payments.

Mayor Garner said I'll now open the public hearing and ask the Clerk, have you received any notifications from the public who wish to express their comments in favor of the item? **Ms. Sparks** said no comments were received. **Mayor Garner** asked, is there anyone present who'd like to speak in favor of this item?

Greg Kindle, Wyandotte Economic Development Council, resident of KCK, said I'd be remiss after five and a half hours if I didn't at least stand up for a couple of minutes and say that I support this resolution. More importantly, to tell you that this is really the key to economic development in our community, the retention and expansion of companies we already have.

In this particular case, it's a small business by all rights. They're going to be growing by another 30 some employees. It's an entrepreneurial spirit. This is the Ismert family. Many of you probably know them already. Good family. They're here. They've had multiple businesses started. Many of them have been here in Wyandotte County. Striem is the one that we're talking about today. They've been down in Fairfax leasing space, doing a great job, and are now growing and are going to build a facility in our community.

Today, the site that they're looking at generates about \$7,200 a year. When they build this facility, even during the abatement period, they're going to generate about \$72,000 a year. Over

the 10-yr period, they're going to generate almost \$800,000 in net new taxes plus the base taxes they're already paying.

This, to me, is the epitome of what we're trying to do. These are folks that would be, I think, happy to employ folks that are from Wyandotte County. Frankly, as you all know, we need more of our residents to take these kinds of jobs. This is a good company, and we just would recommend that you support this resolution.

Mayor Garner asked, is there anyone else who would like to speak in favor of this item? Seeing none, Clerk, is there anyone joining us virtually who'd like to speak in favor of this item? **Ms. Sparks** said no hands are raised.

Mayor Garner asked, Clerk, have you received any notifications from the public who wish to express their comments in opposition to the item? **Ms. Sparks** said no comments received. **Mayor Garner** asked, is there anyone present who'd like to speak in opposition to the item? Seeing none, Clerk, is there anyone joining us virtually who'd like to speak in opposition? **Ms. Sparks** said no hands raised.

Mayor Garner said I'll close the public hearing. Petitioner, would you like to make some closing comments?

Mr. Wempe said the applicants are in the back row. I think they're good to go.

Commissioner Burroughs said I just want to draw attention to page 2 on the performance. We look for 1.3 return for the benefit to cost ratio. All of these are above 2. I think that says a lot about the opportunities before us this evening. I would hope my colleagues would take that in consideration. That's a good return.

Action: **RESOLUTION NO. R-71-23**, "A resolution determining the intent of the Unified Government of Wyandotte County/Kansas City, Kansas, to issue its industrial revenue bonds in the amount of not to exceed \$11,500,000 to finance the costs of acquiring, constructing, improving and equipping a manufacturing facility for the benefit of Carnation Partners LLC and its successors and assigns." **Commissioner**

Bynum made a motion, seconded by Commissioner Davis, to adopt the resolution. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

STANDING COMMITTEES' AGENDA

Item No. 1 – 212843...ORDINANCE: AUTHORIZING THE REMOVAL OF PROPERTY FROM PROJECT AREA A IN THE KANSAS SPEEDWAY REDEVELOPMENT DISTRICT

Synopsis: Adopt an ordinance authorizing the removal of property from Project Area A in the Kansas Speedway redevelopment district for the purpose of other development, submitted by Jeff Conway, Assistant Counsel. On November 13, 2023, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted 4/2 to approve and fast-track to the full commission on November 16, 2023. This item was removed by the proponents on November 16, 2023. The proponents are requesting this item be returned to the commission for action.

Commissioner Burroughs said the discussion was in reference to some of the history associated to the Kansas Motor Speedway. I believe that has been resolved, and I believe it will be discussed here this evening. I just wanted to report that the two votes were just to have an opportunity to do the research that was requested by the committee.

Pat Warren, President of Kansas Speedway, 400 Speedway Blvd., KCK, said rather than spend your time with me talking at this point, I’d like to introduce Aaron March who’s going to provide the legal analysis that Commissioner Burroughs thankfully asked for and we do have your answers.

Aaron March, Attorney, Rouse Frets White Goss Law Firm, 4510 Belleview, KCMO, said I don’t think any of you were on the Commission back in 1998 when I came before the Commission asking for this speedway to be approved. I was involved in negotiating the development agreement. Commissioner Burroughs was. I’m sorry. This development has done exactly what it had intended to do. There was the vision of the Commission at that time to see what could come of economic development.

The development agreement that was adopted was adopted pursuant to the statute then in place. It allowed the Unified Government to negotiate what terms and provisions it wanted to negotiate as far as subsequent disposition of surplus property. There were no provisions in the 1998 development agreement that curtailed or restricted the disposition of any property that was deemed not necessary for implementation of the redevelopment plan. Twice already the Commission has voted to remove property. Once for the casino and once for Urban Outfitters because you deemed that would benefit the community to do so.

We're here tonight asking you to do what you have already done twice before and do it on an approximately 23-acre site at the southwest corner of the overall Speedway development. That will allow for the future development of this property to generate property taxes, sales taxes. Right now it's vacant property. It's called out in the development plan, the development agreement, as employee parking. It's a green field right now. We ask that you approve the removal of this property from Redevelopment Project A so that it can be sold for subsequent development.

The question came up by Commissioner Burroughs of what about the 2007 amendments and the 2006 amendment before that, that talked about the declaration of surplus property; the need to convey it back to the Unified Government. The law in the state of Kansas is pretty clear that unless a statute is specifically called out to apply retroactively by the legislature, it does not apply retroactively. So, neither the '06 amendment or the '07 amendment talked about applying retroactively. So, prospectively from the 2007 amendment, the property, if deemed surplus, would have to be dealt with pursuant to the statute. That does not apply in our case. We were approved in 1997. The plan, the business deal, the development and operation agreement, the separate acquisition agreement did not have terms and provisions that curtailed the ability to dispose of surplus property other than if it was disposed of, it needed to conform to the redevelopment plan, which is why we're here tonight asking that you consent to its removal.

I'd like to point out that the bond trustee and the bond insurer have been apprised of this request, and they have consented to the removal of the property it having no impact whatsoever on the credit rating, the quality of the revenue stream available to service the debt on the bonds.

I think there may have been a second question about the Kelo case and its application. Economic development was deemed by the Supreme Court to be a public purpose. That's why condemnation was allowed in this case for the possibility of condemnation was allowed way back in 1998. The

Commission believed that this development was for a public purpose even though it involved a private partner participating in that who would also benefit, but the overarching goal was good for the community and economic development.

So, back in 1998, had somebody believed that this project was not serving a public purpose, they might have raised a claim similar to that of Kelo. That was not done. Whatever condemnation took place, took place back in 1998, '99. Any Kelo challenge on this development is way past out of time and would be barred by statute of limitations.

I hope I've answered all of Commissioner Burrough's questions. I apologize. We both have changed a little bit since 1998.

Commissioner Burroughs said thank you for that history lesson. It's always nice to see faces that we haven't had a chance to visit in a while. The *Kelo v. Connecticut*, I just wanted to ensure through the historical factors associated with this property transfer that we, as a community, and we, as a city/as a municipality, weren't going to be held in some kind of litigation associated to the disbursements of that property. I know the bond counsel had already approved and still meet the projections. The history of how that came about, I think, was important to clarify to this full body that we are not going to be in any way, shape, or form legally bound by actions taken this evening.

Mr. March said as a further footnote to that, it's my understanding that none of the property that we're asking to be released actually went all the way through to a final condemnation order. My understanding is that yes, in a couple of cases or maybe three or four within this larger 23-acre parcel, condemnation was filed but settlements and voluntary, if you will, sales of the property were made by the property owners.

Commissioner Burroughs said I sincerely appreciate Kansas Motor Speedway's approach to answering the questions; to do it in the public forum. I do thank you for that. It's always a pleasure. I appreciate it.

Angela Lawson, Acting Chief Counsel, said I did want to clarify for the commissioners that weren't at the standing committee that the amendments referenced were amendments to the state laws pertaining to STAR bonds, not amendments to our development agreements.

Action: **ORDINANCE NO. O-156-23**, "An ordinance making findings and removing certain property from the STAR bond project district within the city of Kansas City, Kansas (Prairie-Delaware Redevelopment Project Area A) contingent upon certain events." **Commissioner Stites made a motion, seconded by Commissioner Davis, to approve the ordinance.** Roll call was taken and there were eight "Ayes," Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212838...RESOLUTION: VIOLENCE AGAINST WOMEN'S ACT FISCAL YEAR 2024

Synopsis: Approval of a resolution authorizing acceptance of a Violence Against Women's Act grant via the Kansas Governor's Office in the amount of \$110,604, submitted by Wendy Medina, Police Department. Matching funds will be allocated from the existing department budget. This item was scheduled to appear before the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, on November 27, 2023. It was requested, and approved by the Mayor, to fast-track this item to the November 30, 2023, full commission meeting.

Commissioner Bynum said we've seen this actual grant come through many times and this is the 2024 version, fast-tracking so that we can be ready for 2024. We had about a month or so ago a little gap grant to get us through to this grant. So nothing new here. Just continuing to support the good work of our Victim Services Unit.

Action: **RESOLUTION NO. R-72-23**, "A resolution authorizing the Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas to submit an application to the Kansas Governor's Office for its federal S.T.O.P. Violence Against Women Act grant and to accept and administer such grant." **Commissioner Bynum made a motion, seconded by Commissioner**

Davis, to adopt the resolution. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 3 – 212774...REPORT: FEMA FLOODPLAIN COMMUNITY RATING SYSTEM 2023

Synopsis: The FEMA Floodplain Community Rating System (CRS) 2023 report is an update of the current 5-year plan. Prior to the development and approval of the next 5-year plan, this update includes a revised repetitive loss area analysis, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. This item was scheduled to appear before the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, on November 27, 2023. It was requested, and approved by the Mayor, to fast-track this item to the November 30, 2023, full commission meeting.

Commissioner Bynum said standard protocol to bring this floodplain community rating system report forward. We had staff do a good amount of work to prepare this and have it ready. I appreciate that and fast-tracked so that we can submit it on time.

Action: **RESOLUTION NO. R-73-23**, “A resolution adopting the 2023-2028 Repetitive Loss Area Analysis Update.” **Commissioner Bynum made a motion, seconded by Commissioner Davis, to adopt the resolution.** Roll call was taken and there were seven “Ayes,” Bynum, Ramirez, Johnson, Kane, Markley, Stites, Davis. (Commissioner Burroughs was not present for the vote.)

Item No. 4 – 212791...RESOLUTION: KAW POINT MODERNIZATION PROJECT

Synopsis: Approval of a resolution authorizing the Public Works Department to accept a grant in the amount of \$17.8M from the United States Department of Agriculture and to implement the grant immediately upon its adoption, submitted by Jeff Fisher, Executive Director of Public Works. This item was scheduled to appear before the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, on November 27, 2023. It was requested, and approved by the Mayor, to fast-track this item to the November 30, 2023, full commission meeting.

Commissioner Bynum said I want to make a motion to approve the acceptance of this federal grant that helps support the Kaw Point Water Treatment Plant.

Action: **RESOLUTION NO. R-74-23**, “A resolution authorizing funding for the Kaw Point Modernization Project.” **Commissioner Bynum made a motion, seconded by Commissioner Davis, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 5 – 212772...RESOLUTION: NORTHEAST KCK HERITAGE TRAIL PHASE I UTILIZING ARPA FUNDS

Synopsis: Approval of a resolution authorizing the use of \$240,000 from ARPA set-aside funds as the local match, submitted by Gunnar H. Hand, AICP, Director of Planning and Urban Design. This item was scheduled to appear before the Administration and Human Services Standing Committee, chaired by Commissioner Markley, on November 27, 2023. It was requested, and approved by the Mayor, to fast-track this item to the November 30, 2023, full commission meeting.

Commissioner Markley said this item was approved unanimously and fast-tracked for timing purposes.

Action: **RESOLUTION NO. R-75-23**, “A resolution for the approval of local set aside ARPA funds to be used as matching funding to secure a grant from the Mid-American Regional Council’s Carbon Reduction Grant Program to fund Phase 1 of the Northeast KCK Heritage Trail.” **Commissioner Markley made a motion, seconded by Commissioner Davis, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

ADMINISTRATOR'S AGENDA**Item No. 1 – 212873...RESOLUTION: HFS ESTOPPEL CERTIFICATE, CONSENT AND RECOGNITION**

Synopsis: Approval of a resolution authorizing execution of an Estoppel Certificate, Consent and Recognition Agreement in connection with the Homefield Project, submitted by Jeff Conway, Assistant Counsel.

Angela Lawson, Acting Chief Counsel, said I would pass this to Todd LaSala and remind him if we are done by midnight, we do not have to extend the time.

Todd LaSala said I totally understand. Here's what's going on. This is about the Homefield project and financing of the hotel. There is a lender involved who's going to loan \$105M for the hotel. The lender cares tremendously about what they're getting themselves into. So, an estoppel is really a confirmation from the lender that there aren't a bunch of problems here; that there's not default under their development agreement. So, that is the case. I think that's easy to say.

The part that's interesting about this is that our development agreement requires approval of transfers and assignments and conveyance of property. The lender wants to know that if for some reason the borrower doesn't pay, they can foreclose and they don't need our consent to foreclose. We've always believed that's the case and so we are confirming that here.

The lender also wants to know that if they foreclose, they can then turn and assign to another operator. Have somebody else come in and take this hotel and run this hotel. They are worried about whether they need the UG's consent for that or not. We have given them a limited window—we are proposing to offer them a limited window of two different things: opportunities to transfer to another operator without our consent. One is a pre-approved list of hoteliers. It's some of the top 25 hotel operators in the country, and we did diligence about each of them. We whittled that list down to 19.

The other thing we've said is that if it's somebody who's not on that list, but they have at least \$100M of net worth and at least 10 years of experience operating 10 or more properties that are like this hotel asset, that we would be okay with it. That is essentially what this document does.

Mr. Peterson is also here on behalf of the developer.

Action: **RESOLUTION NO. R-76-23**, “A resolution approving and authorizing execution of the estoppel certificate, consent and recognition agreement by the Unified Government of Wyandotte County/Kansas City, Kansas in connection with the Homefield Project.” **Commissioner Markley made a motion, seconded by Commissioner Stites, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

COMMISSIONERS’ AGENDA

No items

Mayor Garner said that concludes the regular portion of our meeting and I’m going to adjourn us in that capacity. As a result, I’ll entertain a motion to adjourn us as the Unified Government Board of Commissioners and call us back to order as the Land Bank Board of Trustees.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Davis, to adjourn as the Unified Government Board of Commissioners and reconvene as the Land Bank Board of Trustees.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

LAND BANK BOARD OF TRUSTEE’S CONSENT AGENDA

Mayor Garner asked, do any members of the Commission or County Administrator wish to set aside any item on the Land Bank Consent Agenda?

Commissioner Bynum said I’ve had a request that we hold—I need the proper legal terminology—or remand back, I guess, to the standing committee Item C2, 1705 North First Street. What’s the appropriate mechanism, send it back to standing committee?

Angela Lawson, Acting Chief Counsel, said I would request that given the time prior to that, that there be a motion using Rule 723 to suspend Rule 517 so that we can go beyond midnight. **Commissioner Bynum** said we have five minutes. I’m thinking this will take one.

Action: Commissioner Bynum made a motion, seconded by Commissioner Johnson, to remand Item C2, 1705 N. 1st St., back to standing committee. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Action: Commissioner Markley made a motion, seconded by Commissioner Davis, to approve the remaining items on the Land Bank Consent Agenda. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 1 – 212929...LAND BANK OPTIONS

Synopsis: The Land Bank Manager respectfully requests that the Neighborhood and Community Development Committee review the proposed item and forward it to the Land Bank Board of Trustees for final consideration, submitted by Jud Knapp, Land Bank Manager.

Please visit the site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

A. Single Family Homes – 20 Homes

2. RA Engineering Corp. – 1 home
 - i. 1142 Armstrong Ave. – 080794
3. RA Engineering Corp. – 1 home
 - i. 2933 N. Getty St. – 293005
4. RA Engineering Corp. – 1 home
 - i. 2000 N. 53rd St. – 040100
5. Josh Waits – 1 home
 - i. 1830 S. 10th St. - 127604
6. Whitney Warren – 1 home
 - i. 3050 N. 21st St. – 162475
7. David Jones – 1 home
 - i. 6204 Roswell Ave. – 231610
9. Weston Sparks – 1 home
 - i. 2792 Linden Dr. – 149816
12. Yvette Ford – 1 home
 - i. 3002 Hiawatha St. – 158525
15. Mt. Carmel – 10 homes
 - xv. 1954 N. Valley St. – 213722
 - xvi. 1950 N. Valley St. – 213721
 - xvii. 1948 N. Valley St. – 213720

- xviii. 1944 N. Valley St. – 213719
- xix. 1942 N. Valley St. – 213718
- xx. 1936 N. Valley St. – 098900
- xxi. 1937 N. Valley St. – 213716
- xxii. 1939 N. Valley St. – 213715
- xxiii. 1945 N. Valley St. – 213713
- xxiv. 1947 N. Valley St. – 213712
- xxv. 1949 N. Valley St. – 213711
- xxvi. 1951 N. Valley St. – 213710
- xiii. 1953 N. Valley St. – 213709
- 16. Samia Guess – 1 home
 - i. 725 N. 61st Ter. – 014300
- 17. Terre Kent – 1 home
 - i. 6200 Minnesota Ave. - 193413

C. Commercial – 3 Projects

- 1. Eddie Villanueva – Event space
 - i. 3113 Strong Ave. - 166441
 - ii. 1419 S. 32nd St. – 166404
- 2. Amelia Harshfield – Mushroom farm
 - i. 1705 N. 1st St. – 081672
- 3. Heron Santana – e-commerce business
 - i. 68 S. 7th St. – 121530

Action: Commissioner Markley made a motion, seconded by Commissioner Davis, to approve, excluding Item C2, 1705 N. 1st St., that was previously remanded back to standing committee. Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Item No. 2 – 212930...LAND BANK TRANSFERS

Synopsis: Request consideration of the following Land Bank transfers, submitted by Jud Knapp, Land Bank Manager.

Please visit the new site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

PT -Property Transfers

- 1. Melysa Brown – Yard extension
 - i. 607 Melville St. – 154831
- 2. Transfer into the Land Bank from the Unified Government
 - i. 2507 N. 13th St. – 157521
- 3. Transfer into the Land Bank from the Unified Government
 - i. 1331 R Yecker Ave. – 907114

4. Transfer – Fixing a legal description error
 - i. 1340 Greeley Ave. – 157783
5. Donation
 - i. 1012 Miami - 072821

Action: **Commissioner Markley made a motion, seconded by Commissioner Davis, to approve.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

Commissioner Burroughs said before we leave, I know we’ve got the midnight rule. It wouldn’t take very long, but we do have a birthday boy here today and we should recognize that individual. Our new Administrator David Johnston’s birthday is today and he’s hung tight with us today. So, if somebody wants to lead us.

Commissioner Bynum said happy birthday.

Mayor Garner said quickly, is there a motion to sing happy birthday to the Administrator?

Commissioner Davis said move to adjourn. **Mayor Garner** said we can adjourn first.

PUBLIC ANNOUNCEMENTS

No items

ADJOURN

Action: Commissioner Ramirez made a motion, seconded by Commissioner Davis, to **adjourn.** Roll call was taken and there were eight “Ayes,” Bynum, Burroughs, Ramirez, Johnson, Kane, Markley, Stites, Davis.

MAYOR GARNER

ADJOURNED THE MEETING AT 11:58 P.M.

November 30, 2023

Monica L. Sparks
Interim Unified Government Clerk

cg

November 30, 2023

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

SPECIAL MEETING, THURSDAY, MARCH 27, 2025

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, March 27, 2025, with eight members present: Bynum, Commissioner At-Large First District; Burns, Commissioner Second District; Ramirez, Commissioner Third 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. Townsend, Commissioner First District; Hill, Commissioner Fourth District; and Garner, Mayor/CEO, were absent. The following officials were also in attendance: David Johnston, County Administrator; Angela Lawson, Interim Chief Counsel; Bridgette Cobbins, Assistant County Administrator; Chief Dennis Rubin, Fire Department; Reginald Lindsey, Budget Director; 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 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 is current guidance from the Kansas Attorney General. 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.

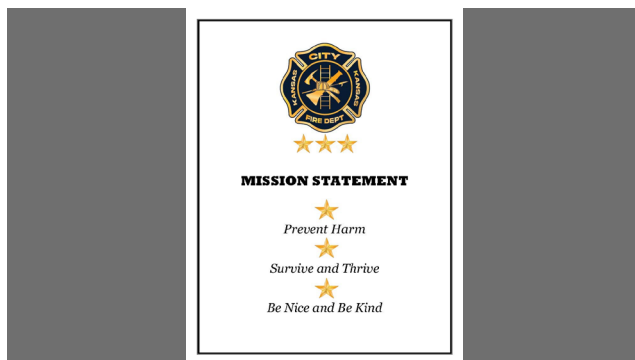
NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, is scheduled to be conducted in a hybrid format on Thursday, March 27, 2025, at 5:00 p.m. for a presentation of the Kansas City, Kansas Fire Department Master Plan from Fire Administration in the Commissioner Chambers of the Municipal Office Building. Roll call was taken and there were seven “Ayes,” Kane, Stites, Davis, Bynum, Burns, Ramirez, 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 we are scheduled for a presentation from our Fire Department Administration regarding their Master Plan. I will turn the meeting over to David Johnston, County Administrator, for remarks and introductions.

David Johnston, County Administrator, said I will turn this over to our Fire Department, Chief Rubin.

Chief Rubin, Fire Department, said what an honor it is to be here to make Fire Administration's presentation for the Master Plan and as you probably have already guessed we will be asking for your support to be able to move this plan further to improve our fire protection. There is a slide series that we can bring up.



We always start with our Mission Statement and that is Prevent Harm in this community, to be able to Survive and Thrive, both firefighters that work in the system as well as our public and then finally to be Nice and Be Kind.

PRESENTATION OVERVIEW

SECTION 1 - PREFACE AND INTRODUCTION
SECTION 2 - EXECUTIVE SUMMARY
SECTION 3 - FIRE STATIONS AND CONDITIONS
SECTION 4 - OPERATIONAL STAFFING
SECTION 5 - EMERGENCY MEDICAL SERVICES
SECTION 6 - APPARATUS REPLACEMENT PLAN

As a Presentation Overview there's going to be six sections that we'll go through fairly quickly this evening. The first is the Preface and Introduction, then it will be an Executive Summary. We like to share with you the Status and Conditions of our fire stations and talk about the need for appropriate Operational Staffing, Emergency Medical Services will be next and then our Apparatus Replacement Plan will be the close for this evening and we're open for questions whenever a commissioner may want to ask.

SECTION 1 - PREFACE AND PROJECT INTRODUCTION

Without a doubt no one in this room has been associated with kicking the can down the road. I know we mentioned it the last time we were together, but some of the fire issues truly need to be addressed and, again, taking this time today demonstrates the commitment that this Commission does have to be able to help us to get to where we should be, so we would like to thank you.

Also, it's been great working with our partners at Local 64. Over the past 20 months I counted a little bit more than 30 times both groups got together typically at Fire Administration and worked on as best we could and as close as we could together to build this plan for you. This plan is required to be a 10-year version of what we'd like to get accomplished and that's what we'll be speaking to. Again, it has several options that the Commission can choose for us to be able to move forward.

March 27, 2025

INTRODUCTION TO THE MOA AND MASTER PLAN

MEMORANDUM OF AGREEMENT OVERVIEW

- AN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 64, SET TO REDEFINE FIRE/EMS SERVICES STARTING JULY 1, 2022
- EFFECTIVE JULY 1, 2022: AIM TO DEVELOP A COMPREHENSIVE MASTER PLAN FOR FIRE/EMS SERVICE DELIVERY
- AUTHORITY DERIVED FROM MOA ARTICLE 35, EMPHASIZING THE COLLABORATIVE EFFORT FOR THIS CRITICAL MISSION

Directly out of page 54 of the current Memorandum of Agreement between the Local as well as the city, it describes the fact that this planning process should get started and underway. There's a couple of slides, we're just going to flash through them.

PURPOSE, GOALS, AND MASTER PLAN

MASTER PLAN AND COMMITTEE GOALS

- FORM A STRATEGIC PARTNERSHIP WITH IAFF LOCAL 64 AND FIRE ADMINISTRATION TO DEVELOP THE MASTER PLAN
- INTRODUCTION TO THE COMMITTEE'S PURPOSE: TO UNDERTAKE A COMPREHENSIVE ANALYSIS FOR FIRE/EMS SERVICES TO DEVELOP A TEN YEAR PLAN
- KEY FACTORS FOR PLAN DEVELOPMENT CONSIDERATION ARE STATION LOCATIONS, STAFFING, RESPONSE TIMES, COMMUNITY AND FIRE FIGHTER SAFETY ACCORDING TO NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 1710
- THE MASTER PLAN COMMITTEE, A JOINT UNION-MANAGEMENT INITIATIVE, IS TASKED WITH DEVELOPING RECOMMENDATIONS TO OPTIMIZE FIRE/EMS SERVICE DELIVERY. THIS INCLUDES EXAMINING VARIOUS REPORTS AND DATA TO INFORM THEIR DECISIONS

STAFFING REQUIREMENTS

ANALYSIS OF MINIMUM STAFFING AND SAFETY STANDARDS

MINIMUM STAFFING REQUIREMENTS FROM MEMORANDUM OF AGREEMENT (P. 54-55):

- AT LEAST 73 SUPPRESSION PERSONNEL PER SHIFT
- THREE SAFETY OFFICERS ON DUTY AT ALL TIMES
- STAFFING LEVELS FOR PUMPERS, AND LADDER TRUCKS
- MINIMUM NUMBER OF COMPANIES

STRATEGIC ANALYSIS TO BE DETERMINED ARE:

- DEPLOYMENT STRATEGIES
- REACH AND MAINTAIN REQUIREMENT IN NFPA 1710 STANDARDS FOR FIRE AND EMERGENCY SERVICES

If you have a copy of the contract available, again, it's on that page that I mentioned. The staffing requirements are a really important part of a Fire Department. The staffing that we currently have is 73 minimum members on duty per shift to handle the fire apparatus operations. Soon, in the next contract, when ratified, that'll move up to 79. We have three Safety Officers that are critical. Please keep in mind that firefighting is one of the most dangerous labor occupations in this nation. It has been and will continue to be and we have just a little bit more about that later.

March 27, 2025

The staffing level for pumpers and ladder trucks are included in the plan. Three on a pumper, four on a ladder truck and four on a heavy rescue and we'll compare that to what the nation feels through the National Fire Protection Association as minimums. We will be moving the minimum number of companies up from 22 to 23 in the next labor contract. That will reflect the fact that Fairfax is back operational.

When we speak to specifics we'll be using the National Fire Protection Standards, which I think both the Local as well as Fire Administration strongly agrees to and, again, it's been validated and I'm going to explain that validation just a little bit later.

SECTION 2 – EXECUTIVE SUMMARY

An Executive Summary is included on page 5 and 6 of the reports that I hope you have at your desk.

THE EXECUTIVE SUMMARY IS AN ANNOTATED
VERSION OF THIS REPORT

- THE ANALOGY IS HIGH LEVEL HEADLINES VERSUS DETAILED INFORMATION
- THE EXECUTIVE SUMMARY IS FOUND ON PAGE 5 OF THE MASTER PLAN
- THE EXECUTIVE SUMMARY IS SEPARATE AND APART FROM THE PRESENTATION SUMMARY

I won't spend a lot of time, but like most Executive Summaries it's a high-level review. It doesn't have all the facts and details that you will need to seek to be able to become acquainted with whatever the issue is besides just that executive summary.

SECTION 3 – FIRE STATIONS AND CONDITIONS

Now let's talk about our fire stations.

FIRE STATION LOCATIONS AND CONDITIONS

- KCKFD PROTECTS 128 SQUARE MILES, SERVING OVER 153,345 RESIDENTS PLUS DAILY INFLUX OF WORKERS/VISITORS
- WYANDOTTE COUNTY HAS OVER 1,300 MILES OF FEDERAL AND STATE ROADWAYS, WHICH ACCOMMODATE MORE THAN 400,000 VEHICLES DAILY.
- KCKFD HAS ONE OF AMERICA'S LARGEST RAIL HUBS WITHIN OUR BORDERS, AND BURIED UNDERNEATH OUR SOIL ARE MILES OF PETROLEUM AND NATURAL GAS PIPELINES
- KCKFD HAS BEEN DESIGNED TO BE AN ALL HAZARDS DEPARTMENT CAPABLE OF HANDLING EVERY TYPE OF INCIDENT

Our fire stations protect 128 square miles and as you well know we serve about 154K people each and every day. We have a large influx of visitors as well as folks that come here to work. On the Wyandotte County roadways we have an estimate of 200K people travel to work through our communities using the interstates in the morning and that same 200K travel back to go home. So, with that, we protect essentially a population of about a half a million with the resources that we have.

Everyone's aware that we're the second largest railroad hub, at least that's what I've been told, and beneath the ground are many, many miles of petroleum and natural gas pipelines that we also have to protect.

Our Fire Department has been designated as an all hazards department able to handle essentially every type of incident except those that involve gun play and if someone gets shot, well of course, you know the answer is we will be right there to support the Police Department as best we can.

FIRE STATION LOCATIONS AND CONDITIONS

ENHANCING EFFICIENCY THROUGH STRATEGIC CONSOLIDATION

- MERGER OF FIRE STATION 16 AND 17 INTO A SINGLE NEW FACILITY, THEREBY SAVING MORE THAN \$12 MILLION IN CONSTRUCTION COSTS
- CONSOLIDATION ENHANCES THE GREATER TURNER COMMUNITY WITH UPDATED FACILITIES AND APPARATUS
- THE NEW HOME OF MEDIC 17, TRUCK 17, PUMPER 16, READY RESERVE 16, BRUSH TRUCK 16, BATTALION CHIEF 2, AND SAFETY OFFICER 2

You may recall that we have had a chance to merge Fire Station 16 and 17. That was what I call BR, that's Before Route, not even one smile. All right, going to be a tough audience tonight, I got that. With that said, that saved probably about \$12M. The \$12M was in fact instead of building two fire stations, we built one. However, although we were able to fortify and save some cash in some areas that causes a response problem simply because one of the fire stations is not there any longer. We'll talk a little bit about that later as well.

The consolidation greatly assisted the Turner community with their facilities and fire apparatus. The new station houses Medic 17, which is an advanced life support ambulance which is the best this country has to offer. Truck 17, that's a 107 ft. ladder truck to be able to make an elevated rescue and many other responsibilities. Pumper 16, ready reserve engine 16, brush truck 16, battalion 2 and the safety officer all reside in the brand new building at 1900 So. 55th St. in Turner.

FIRE STATION LOCATIONS AND CONDITIONS

STRATEGIC GOALS FOR OPTIMIZING STATION LOCATIONS

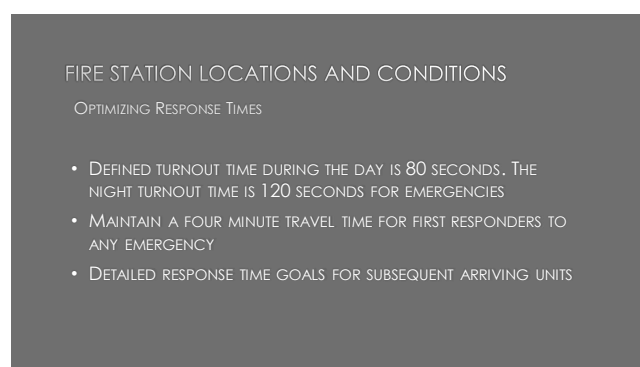
- MEET NFPA STANDARD 1710; INSURANCE SERVICES OFFICE (ISO); AND NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) FOR STATION LOCATION AND RESPONSE TIMES
- FOUR MINUTE RESPONSE TIME GOAL FOR ARRIVAL OF THE FIRST UNIT
- DECEMBER 11, 2023, REORGANIZATION FROM 19 TO 18 STATIONS TO IMPROVE EFFICIENCY AND SAVE COSTS
- SPECIFIC FOCUS ON ENSURING A SAFE, CLEAN, AND COMFORTABLE WORKPLACE FOR FIRE PERSONNEL

The conditions are of pretty high concern. What we would like to do is to not only speak to the conditions of the station, but also mention that we would like to closely follow 1710 for response times and distances. The Insurance Services Office, which provides all fire insurance amounts in the country, they set the premium rate and the National Institute of Standards and Technology—

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we'll refer to this several times and you have to recognize that's a federal agency that is a scientific arm of the government that works on facts as you will see here in just a little bit.

The goal is that four members should arrive at any fire incident within four minutes or less and then there's building requirements to get to the appropriate number according to the type of building within an eight minute window. With that, that's going to also be a focus of our presentation tonight. We would like to ensure that we have safe, clean, and comfortable workplaces for all of our personnel that comes to work and works hard for you each and every day.



To help make sure that we're not part of the delay of getting help, we ask our firefighters and they exceed this standard virtually every time, is to be responding out the door of a fire in 80 seconds, nighttime 120 seconds. That's for the person to receive and understand the alarm, get to the apparatus floor, get out of their civilian clothes, get into their firefighting gear, get in the fire apparatus and be seated and belted. There's probably no other part of government, not just here, but anywhere that can maintain and has that type of response time and our members over here you see they do that repeatedly and regularly. With that, that helps us to reach that standard.

The detailed response goals for subsequent arriving units can be found in that same Standard 1710, which we can make available at any time you like.



To go through the roll call of fire stations, you're taking a peek at Strawberry Hill as you probably well know. The condition is really not very good. It's a 95 year old station and the best I can find it was remodeled once and it was a minor remodel. It is the home to 39 total firefighters, so 13 firefighters are assigned there on shift and it becomes not just a place where they go to work, it becomes also a garage to maintain the fire truck, a training center to learn, a kitchen to be able to be on duty 24 hours where they have to eat. It also has to serve as a hotel, so if you looked up multi-purpose building, which is one of the classification codes, the picture if you will, would be a fire station because without a doubt it is perhaps the most multi-use building.



Station 2 is in Midtown. The condition is poor. It was built in 1979, so it's 46 years old and 27 firefighters live there. Both Station 1 and Station 2 were built as a career fire station and I'll try to remember to mark which ones were career from the beginning and which ones were a volunteer station that came to us by annex.



Station 3 is Armourdale. Deplorable condition, built in 1951. It's 74 years old and it's home to 25 firefighters and this building was built again as a career station.



Station 4 in Bethel, the condition is deplorable, built in 1957, 68 years old, 15 firefighters work there and, of course, this is one of the stations that was acquired as we annexed. That was once a volunteer station. It did not include kitchen space, living space, training areas, bunk rooms, so it's well overdue for replacement.



Station 5, Quindaro. Once again deplorable, 1955 was when it was built, so it's 70 years old and it houses 24 firefighters. This was built with a career station in mind.



Station 6 which is at the Legends and/or the West Village. It's in poor condition. It was built in 2001, so it's 24 years old and it also houses our training facility along with 21 firefighters.



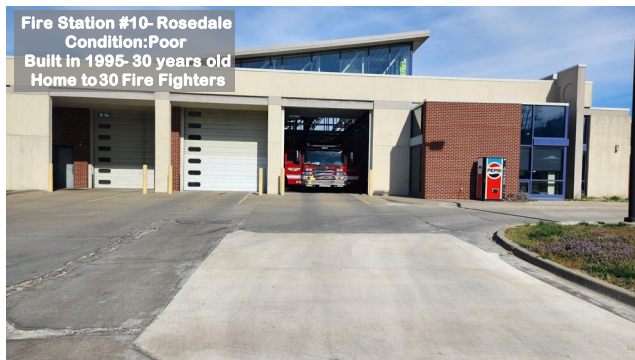
Station 7 is Argentine and is in deplorable condition, built in 1951. We've gotten 74 years of service from that station, home to 39 firefighters and as you can tell it was built for us.



West Piper, however, is a different story. It started its life essentially as the City Hall, as I understand it, for that community before annexation and then it emerged into a volunteer fire station and it's really just a metal garage. Today it's in deplorable condition. It's 46 years old and it's home to 15 of our firefighters.



Station 9, Central Avenue, Bethany Park was built as a fire station for career people. The condition is deplorable. It's 58 years old and it's home to 24 firefighters.



Rosedale also built for us in mind. It is Station 10, poor condition, 30 years old and it's home to 30 of our members.



Station 11, you may recall, most of our Commission attended the 100th Anniversary. It was built as a KCK fire station in its day because fire trucks were much smaller then. This was a two-bay station and we've converted it to be able to make it work into a one-bay station and it's home to

15 firefighters. I could not find where that station has ever been remodeled, but records do get lost and I understand that.



Station 12, Piper East, the condition is nearly new. This is what we'd like to see or something similar throughout the system and we understand it's going to take a while to get there. It's six years old and it is home to 24 firefighters.



Station 14, Klam Park, built as a fire station, deplorable condition although we do have a relatively new kitchen there. It's 69 years old and it's home to 30 of our members.

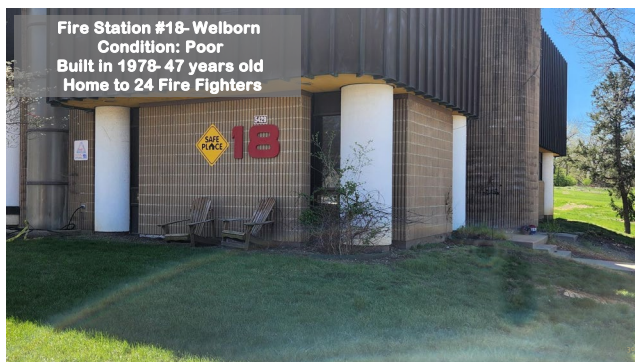


March 27, 2025

Station 15, Fairfax. I think everyone is familiar with the station location. The condition is poor. It was built in 1987, it's 38 years old, it's home to 19 firefighters, 4 fire investigators, one community paramedic, 2 EMS support staff, and it has the EMS storage area.



Turner Station 16, I think just about every commissioner was there to enjoy the dedication. Again, this along with Station 12 are the prides of our fleet. This is home to 45 firefighters.



Station 18, Welborn, is in poor condition, 47 years old and 24 members work there and of course that's twin to the Midtown Station 2, which both were built for us.

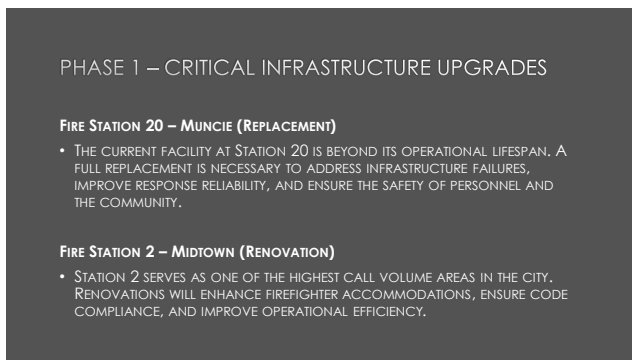


March 27, 2025

Station 19 shares its facility with West Patrol. It was built in 1972, it's 53 years old and home to 24 members.



Station 20, which recently had a scare that it was not quite structurally sound. We learned that it was, but it's a volunteer station. We've added on to this to where it can't be added on pretty much anymore. It's 58 years old and it houses 15 of our members.



In the 10 years that this plan addresses, what we would ask you to consider is replacement for Fire Station 20, which is the Muncie area. Again, the station is in horrible condition and needs to be completely rebuilt. Along with that, during that same first phase, we would ask consideration to take the Midtown Fire Station and renovate it. It's of good bones, it's in a relatively good location on State Avenue and with that said we would be able to save money and have a modern fire station that would be functional.

PHASE 2 – CRITICAL INFRASTRUCTURE UPGRADES

FIRE STATION 4 – BETHEL (REPLACEMENT)

- STATION 4 HAS SERVED THE COMMUNITY FOR DECADES, BUT THE CURRENT FACILITY IS OUTDATED AND NO LONGER MEETS THE DEMANDS OF MODERN FIRE AND EMS OPERATIONS. THE EXISTING STRUCTURE LACKS THE SPACE AND INFRASTRUCTURE TO EFFICIENTLY HOUSE PERSONNEL, EQUIPMENT, AND APPARATUS.
- A FULL REPLACEMENT WILL ENHANCE RESPONSE EFFICIENCY, ACCOMMODATE MODERN FIRE APPARATUS, AND SUPPORT THE GROWING NEEDS OF THE DISTRICT WHILE ENSURING LONG-TERM OPERATIONAL READINESS.

FIRE STATION 6 – VILLAGE WEST (RENOVATION)

- AS A KEY STATION SERVING AN EXPANDING COMMERCIAL AND ENTERTAINMENT DISTRICT, STATION 6 REQUIRES SIGNIFICANT UPGRADES. WITH NEW AND PROPOSED DEVELOPMENTS INCREASING DEMAND, RENOVATIONS WILL FOCUS ON IMPROVING FIREFIGHTER ACCOMMODATIONS, MODERNIZING ESSENTIAL SYSTEMS, AND ENSURING LONG-TERM OPERATIONAL READINESS.

The second phase takes a look at Fire Station 4, Bethel. That's again one of the ones that was once a volunteer and it's 68 years old, so with that we would hope to build a new fire station, make it one of the most appropriate sites that we can agree to both Labor and management that provides the response that is best for the community. In that same second phase, we would hope that Station 6, West Village gets renovated. Station 6 is 24 years old, but it's one of the heaviest used fire stations in the system in that everyone uses it and sometimes outside agencies for training purposes. It is our only training building with a small classroom that's also at headquarters in Strawberry Hill, but for the most part it has to carry the load.

PHASE 3 – CRITICAL INFRASTRUCTURE UPGRADES

FIRE STATION 8 – WEST PIPER (REPLACEMENT)

- ORIGINALLY BUILT AS OLD PIPER CITY HALL, STATION 8 BECAME PART OF KCKFD AFTER ANNEXATION. THE CURRENT MORTON BUILDING, REPURPOSED FOR FIRE SERVICE, LACKS THE INFRASTRUCTURE NEEDED FOR MODERN OPERATIONS.
- A FULL REPLACEMENT WILL PROVIDE A PURPOSE-BUILT FACILITY TO IMPROVE FIREFIGHTER ACCOMMODATIONS AND MEET THE EVOLVING NEEDS OF THIS GROWING DISTRICT.

FIRE STATION 9 – BETHANY PARK (RENOVATION)

- STATION 9 PLAYS A VITAL ROLE IN THE COMMUNITY AND REQUIRES TARGETED RENOVATIONS TO MAINTAIN SERVICE EFFECTIVENESS. UPGRADES WILL FOCUS ON STRUCTURAL IMPROVEMENTS, FIREFIGHTER WELL-BEING, AND OPERATIONAL FUNCTIONALITY.

Phase 3 of critical needs for us would be Station 8. That's West Piper. Again, it was a volunteer fire station, a City Hall, it's 46 years old and never designed to do what it is doing today. Finally, in Phase 3 we'd asked for Bethany Park Fire Station 9 off of Central Avenue to get a facelift. It's 58 years old. It's of a great structural stability; however, the interior is simply falling apart and we would ask again to have that part of Phase 3, so that's the highest part of our asks in three phases, three new stations, and then three models.

SECTION 4 – OPERATIONAL STAFFING

Section 4 talks about Operational Staffing.

CHALLENGES IN MODERN FIREFIGHTING

- FIREFIGHTING IS A DANGEROUS PROFESSION
- 2022: 96 FIRE FIGHTER LINE OF DUTY DEATHS*
- 2023: 89 FIRE FIGHTER LINE OF DUTY DEATHS*
- 80,000 SERIOUS FIRE FIGHTER INJURIES ANNUALLY IN THE U.S.
- THE FIRE AND EMERGENCY MEDICAL PROFESSION DEMANDS HIGH LEVELS OF PERSONAL INTEGRITY, TRAINING, EDUCATION, EXPERIENCE, AND COMMITMENT
- KCKFD MEMBERS FACE OVER 35,000 EMERGENCY INCIDENTS EACH YEAR

*National Fallen Firefighters Foundation (NFFF)

The challenge is we are the most dangerous labor occupation in America or just about. There's times when the police eclipse us and times when mining eclipse us both, but over a hundred firefighters typically die in a year. The exact number in '22 was 96, '23 was 87. That information comes to us by way of the National Fire Protection Association. They keep pretty close records. 80,000 members are injured in the line of duty each year. With that said, it's probably much more than that because we know sometimes the records aren't kept very well and there's not much of a benefit whereas a line of duty death brings quite a lot of wealth to a family that lost a member. Injuries are not the same. We are a very demanding organization. We have high levels of personal integrity, honor, training, education, experience and in essence we have to uphold the public trust.

I think by improving the facilities that our young men and women work in, I think it's going to be paramount for us to be able to continue that tradition, to be able to continue the work that is so necessary for this community. I know they'll do it with whatever they're given, but it's probably time to consider.

We also respond to about 35,000 emergency incidents each year. I know it's just a little under 100 a day, but a typical day for us has the doors going up and down on all these fire stations so many times it's amazing they've held together.

STAFFING STANDARDS AND CHALLENGES

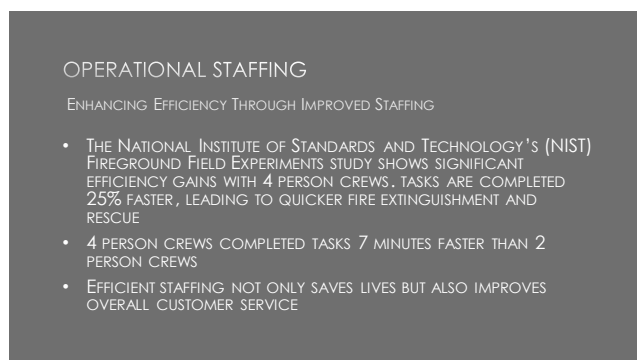
- NFPA STANDARD 1710 RECOMMENDS MINIMUM STAFFING OF 4 FIRE FIGHTERS ON EACH PUMPER, LADDER TRUCK, AND RESCUES. FURTHERMORE, HAZARDOUS MATERIALS UNITS ARE RECOMMENDED BY NFPA TO BE STAFFED BY 6 FIRE FIGHTERS. QUINT FIRE APPARATUS MINIMUM STAFFING IS 8 FIRE FIGHTERS.
- CURRENT KCKFD STAFFING IS 3 FIRE FIGHTERS ON PUMPERS, 4 FIRE FIGHTERS ON LADDER TRUCKS AND RESCUES
- 1 LADDER TRUCK, 2 AMBULANCES, AND 2 HAZARDOUS MATERIALS UNITS ARE CROSS-STAFFED AT THE EXPENSE OF PLACING COMPANION COMPANIES OUT OF SERVICE
- DISCREPANCIES BETWEEN CURRENT STAFFING AND LEVELS RECOMMENDED IN NFPA STANDARD 1710 HIGHLIGHT THE NEED FOR INCREASED STAFFING

The staffing that we would like to acquire, and again, I don't want to speak out of turn, they'll certainly have this podium at a later time, but I believe our Labor force feels the same way, NFPA 1710, National Standard, it's a consensus standard and if you'll allow what that means is a group of firefighters, a group of administrators, a group of elected officials, and people from general industry all get involved in developing our consensus standards. I'll tell you in just a second why they're so important. With that said, it's four members per each pumper, four members per ladder truck, four members per rescue. Hazardous Materials Unit should be staffed by six, which we have one large and one small of those and a Quint, which we have three of, should be staffed by eight persons, which is not realistic and we understand. We would like to get out of the Quint business as time and vehicle procurements allow. Again, that's going to be a significant change in direction for us.

NIST FLASHOVER VIDEO



With that said, we have a video clip from NIST that goes over how quick flashover occurs. It's just a few minutes. It's a couple second under three minutes. Hopefully, it won't be too loud, but this begins showing you why it's so important to have an effective, efficient and functioning Fire Department. (The video was shown).



With that said, where the NFPA is a consensus standard, it's groups of people like us that make the best determination they can. NIST comes along, it's a federal agency packed with scientists. There are three that are fire protection engineers and also have the designation of scientists and they validate what NFPA does. As we move forward and, hopefully, can be able to look towards—and we understand it's going to be over time, there's science that back up the fact that four persons should operate in a fire crew. A four person crew can complete tasks seven minutes faster than a two person crew. Now, with that said, what's the impact.

A few nights ago on Sandusky we responded to a very large house fire. It was with our partners in Bonner Springs. There were two people in the basement of that home that were not aware that the entire roof and pretty much the top floor of that building was on fire. We had to make a tremendous, legitimate, honest life-saving rescue of two young females, and again, if we would have wasted time, if we didn't have the right people at the right place at the right time, quite frankly, I don't know what the outcome would have been. So, that's a real life explanation of how that might work. Staffing not only saves lives, but it allows us to improve the overall customer service experience. In other words, one person doesn't have to do three, four, or five jobs when we have the right staffing and do have the time at least perhaps the Command Team to explain to the community what's happening, why we're perhaps cutting a hole in a roof or maybe opening a window.



Here's the next very short clip, but it begins to indicate what we can do with different crew sizes and four seems to be the most efficient and effective. (The video was shown). As you can see, it's driven by science and that four persons per company truly seems to be the sweet spot.

KCKFD 2022 RESPONSE REPORT CARD

Response District	Emergency calls when apparatus was first on scene for 2022.	Percentage of responses that were 240 sec or less travel time. Meeting goal	Percentage of responses that were over 240 seconds travel time. Failing to meet Goal
Battalion 1			
Pumper 1	1953	96.0% (1874)	4.0% (79)
Pumper 5	1317	90.4% (1190)	9.6% (127)
Pumper 9	1804	93.6% (1688)	6.4% (116)
Pumper 11	2056	91.3% (1877)	8.7% (179)
Pumper 14	1465	91.0% (1333)	9.0% (132)
Pumper 15	57	86.0% (49)	14.0% (8)
Pumper 18	2146	90.6% (1944)	9.4% (362)
Total Battalion 1	10798	92.2% (9955)	9.3% (1003)

You're taking a look at our Response Report Card. This is the actual factual data of our performance, it's not conjecture, it's not a dream, this is what we did. When you look at the first battalion, which is in, near and around where we're at, Strawberry Hill down to Central Avenue to the first part of State Avenue at Station 11 and in between, we meet the National Fire Protection Association Standards. What they ask is that you respond and arrive within 240 seconds and that you do it with four people or more 90% of the time. When you look at this battalion, well it's great, almost all the numbers you see up there are in the 90's with the exception of one, which happens to be 15 Fairfax and it's off by just a few points, not bad at all.

KCKFD 2023 RESPONSE REPORT CARD			
Response District	Emergency calls when apparatus was first on scene for 2023.	Percentage of responses that were 240 sec or less travel time. Meeting goal	Percentage of responses that were over 240 seconds travel time. Failing to meet Goal
Battalion 1			
Pumper 1	2193	96.1% (2108)	3.9% (85)
Pumper 5	1207	91.5% (1104)	8.5% (103)
Pumper 9	1995	94.1% (1877)	5.9% (118)
Pumper 11	2107	90.6% (1908)	9.4% (199)
Pumper 14	1643	89.0% (1463)	11.0% (180)
Pumper 15	269	85.1% (229)	14.9% (40)
Pumper 18	1641	86.3% (1417)	13.7% (224)
Total Battalion 1	11055	91.4% (10106)	8.6% (949)

When we go to 2023, you'll see the same results. Again, in fact a couple got better within a few, a couple got worse within a few, but bottom line, it's pretty good cooking.

KCKFD 2022 RESPONSE REPORT CARD			
Response District	Emergency calls when apparatus was first on scene for 2022.	Percentage of responses that were 240 sec or less travel time. Meeting goal	Percentage of responses that were over 240 seconds travel time. Failing to meet Goal
Battalion 2			
Pumper 3	543	86.0% (467)	14.0% (76)
Pumper 7	1281	80.2% (1028)	19.8% (253)
Pumper 10	908	71.6% (650)	28.4% (258)
Pumper 16	585	79.1% (463)	20.9% (122)
Pumper 17	754	75.9% (572)	24.1% (182)
Pumper 20	837	68.6% (574)	31.4% (263)
Total Battalion 2	4908	76.5% (3754)	23.5% (1154)

When we take a look at second battalion, the second battalion report card isn't really good. If it appears in red, extreme right column, that means we didn't get there and in some cases we missed it by 10, 12, 15%. The battalion that we're speaking to is essentially the northern battalion near and around Station 16 that you visited.

KCKFD 2023 RESPONSE REPORT CARD			
Response District	Emergency calls when apparatus was first on scene for 2023.	Percentage of responses that were 240 sec or less travel time. Meeting goal	Percentage of responses that were over 240 seconds travel time. Failing to meet Goal
Battalion 2			
Pumper 3	638	84.6% (540)	15.4% (98)
Pumper 7	1328	81.3% (1079)	18.7% (249)
Pumper 10	979	69.4% (679)	30.6% (300)
Pumper 16	626	74.4% (466)	25.6% (160)
Pumper 17/ Truck 17	720	67.6% (487)	32.4% (233)
Pumper 20	847	69.4% (588)	30.6% (259)
Total Battalion 2	5138	74.7% (3839)	25.3% (1299)

When we take a look at the actual data from '23, the results are the same.

KCKFD 2022 RESPONSE REPORT CARD

Response District	Emergency calls when apparatus was first on scene for 2022.	Percentage of responses that were 240 sec or less travel time. Meeting goal	Percentage of responses that were over 240 seconds travel time. Failing to meet Goal
Battalion 3			
Quint 2	1453	79.8% (1159)	20.2% (294)
Pumper 4	990	79.9% (791)	20.1% (199)
Tower 6/Rescue 6	599	85.6% (513)	14.4% (86)
Pumper 8	540	51.3% (277)	48.7% (263)
Quint 12	867	77.4% (671)	22.6% (196)
Pumper 19	2000	88.2% (1764)	11.8% (236)
Total Battalion 3	5898	79.6% (4696)	20.4% (1202)

When we head out west the report card even gets worse. The red lights up in every category and I think there's one fire station that can't meet that standard 50% of the time. Pumper 8, they're at 51%, so way off and, again, when you take a look in your packets, you'll see the second part of Battalion 3, the actual, practical, reality, factual results indicate that we have problems in both segments of our community.

SECTION 5 – KCKFD EMERGENCY MEDICAL SERVICES

Now, on to the Emergency Medical Services discussion.

KCKFD EMERGENCY MEDICAL SERVICES

HISTORY OF KCKFD EMERGENCY MEDICAL SERVICES

- KCKFD WAS ONE OF THE FIRST ADVANCED LIFE SUPPORT AMBULANCE SERVICES IN THE NATION IN 1974
- INITIALLY PARTNERED WITH BASIC LIFE SUPPORT RESPONDERS AND PRIVATE AMBULANCE COMPANIES
- KCKFD EXITED AMBULANCE TRANSPORT SERVICE IN 1995
- KCKFD ASSUMED RESPONSIBILITY FOR ALL EMERGENCY MEDICAL SERVICES IN 2004

Historically we have been the first, one of the first in the state and I'm told perhaps even one of the first in the nation, to have advanced life support. That's our paramedics. Also, anyone else in

our organization up to and including me is mandated to maintain at least emergency medical technician, which is now a five week course with very rigorous testing. So we are giving the very best to the community when they call on us about 70% of the time for medical calls. We started—rather exited the transport service in ‘95, we got back in in 2004 and it’s my hope and wish, I think again along with the Labor group, that we always stay in that.

KCKFD EMERGENCY MEDICAL SERVICES

KCKFD EMS BY THE NUMBERS IN 2023

- OUT OF 36,144 INCIDENTS, 25,994 WERE EMS RESPONSES, ACCOUNTING FOR 71% OF THE TOTAL
- KCKFD PROVIDED 18,412 PATIENT TRANSPORTS TO DEFINITIVE CARE FACILITIES
- EMERGENCY MEDICAL SERVICES ARE CRITICAL FOR OUR COMMUNITY'S HEALTH AND WELLNESS

By the numbers it looks like it’s 71% of our call volume. We transported 18,400 people to definitive care. The definitive care facility is either a hospital or perhaps they needed to go to an urgent care, but it is the final place where they’ll need support to be able to get back into society. Emergency Medical Services are critical for the health, welfare, wellness, safety and security of this in any community.

KCKFD EMERGENCY MEDICAL SERVICES

EMS BILLING AND REVENUE

- EMS OPERATIONS GENERATED APPROXIMATELY \$4.3 MILLION IN REVENUE IN 2022.
- TOTAL REVENUE WAS \$5.9 MILLION IN 2023 AND \$6.2 MILLION IN 2024
- BILLING CHALLENGES PERSIST WITH UNINSURED PATIENTS
- A LACK OF COLLECTION SERVICES PROHIBITS OUR ABILITY TO OBTAIN COST NEUTRAL SERVICE DELIVERY (SOFT BILLING)

When we take a look at the numbers when we got started in 2022 \$4.3M was in revenue and then comes along 2023 \$5.9M, 2024 \$6.2M was brought in. We expect that we’ll have a higher result—I see Reggie Lindsey is here somewhere, so he’s going to be pretty happy with that, I hope. We will continue to see a return.

We do have a large population that's uninsured. We cannot recover that money and along with that we do what's called Soft Billing, which we would love to go in a different direction. In other words, there's no collection service. After a bill rings in three times with a person, that essentially gets written off if they don't pay their bill.



The challenges are in the ambulance availability, so for us the cycle time from the time we get a response to the time we're on the scene to the time we get to the hospital and the time the firefighters return back to the station and prepare the ambulance for the next alarm takes between 50 to 90 minutes. I was told somewhere about 70 is the average, but that's the range. Ambulance availability is critical in our community. What I mean by that including today, there's hardly a day where we don't go down to two ambulances is available. One ambulance available or sometimes it's just a horrible situation where's there's no ambulance available. What that means is a fire truck, which will go right away anyhow, will start patient care but they're going to have to wait an extended period of time for an ambulance to come perhaps from Edwardsville, Bonner Springs or Kansas City, Missouri.

When we first entered into the agreement with them we didn't realize what a partner they would be. Edwardsville reported over 100 calls into our community from their community and almost all of them were emergency medical services calls.



KCKFD EMERGENCY MEDICAL SERVICES

ENHANCING EMS SAFETY AND EFFICIENCY

- EXISTING MANUAL PATIENT STRETCHERS POSE RISKS OF BACK INJURIES TO EMS PROVIDERS
- PATIENTS FACE RISKS OF FALLS AND INJURIES DURING MANUAL LIFTING RESULTING IN LIABILITY
- THE PLAN TO RETROFIT ALL AMBULANCES WITH STRYKER POWER-LOAD® SYSTEMS TO IMPROVE SAFETY AND REDUCE LIABILITY IS UNDERWAY AND SHOULD CONTINUE TO BE FUNDED
- IT COSTS APPROXIMATELY \$67,000 TO EQUIP AN AMBULANCE WITH A STRYKER POWER-LOAD® COT.

So, with that we are currently operating out of nine ambulances and two cross staff ambulances have a deficit there that needs to be addressed. I'd be remiss if I didn't mention this issue. One of the most critical pieces of equipment that should have been bought with all of our ambulances is called a Stryker Power-Load System. What this stretcher does and this system does is it locks the patient in, so first and foremost we don't drop a patient, which unfortunately has happened here and in just about every Fire Department in the country until this came along.

The next thing the Stryker Power stretcher does is it physically lifts the cot up. In my day when we would have to lift a 300-400 pound person, we would keep adding firefighters until there was enough. Today a firefighter should not have to lift the stretcher at all. One severe back injury, one dropped patient, would probably buy somewhere on the order of 50 to 100 of these systems.

KCKFD EMERGENCY MEDICAL SERVICES

COMMUNITY PARAMEDICINE PROGRAM

- COMMUNITY PARAMEDICINE PROVIDES IN-HOME MEDICAL CARE REDUCING HOSPITAL VISITS
- FOCUSES ON NON-EMERGENCY CARE FOR THE UNHOUSED, ELDERLY, OR THOSE WITH LIMITED MOBILITY
- THIS PROGRAM DECREASES EMERGENCY CALLS AND REDUCES EMERGENCY MEDICAL SERVICES STRAIN
- INEVITABLY THIS PROGRAM MUST BE EXPANDED

The Community Paramedic Program needs to get a little bit of acknowledgment as well. This is a system that we operate with one individual and one vehicle that was partially paid for by one of the healthcare systems and they no longer provide any support and that's to keep people in their home and keep them well. As our population gets older the need to keep the folks in their home comfortably, safe and happy gets to be more important, plus it reduces hospital visits.

We describe the fact that we're busy, but there's hardly a time a single ambulance in our community goes to KU Medical Center and they're told that is exceptionally busy. Simply put, that means they're going to have to wait, they're going to have to wait for a bay to come open in the emergency room while the hospital sorts out the tremendous load they have.

Having this program works in so many wonderful ways and I hope that eventually we can expand it. Fire stations, fire apparatus, staffing are all ahead of that, but it's a very, very good investment to have a Community Paramedic Program that's robust and well-integrated.

SECTION 6 – APPARATUS REPLACEMENT PLAN

The Apparatus Plan, again, I think you're going to find some needs there as well.

APPARATUS REPLACEMENT PLAN

- THE PRIMARY GOAL OF THE EMERGENCY VEHICLE FLEET IS TO ENSURE EFFECTIVE, EFFICIENT, AND SAFE RESPONSES
- THIS MASTER PLAN IS A "LIVING DOCUMENT" THAT MUST ADAPT TO THE EVER EVOLVING COMMUNITY NEEDS AND NFPA MINIMUM STANDARDS

The primary goal is for emergency fleet to be effective, efficient, reliable and safe. Of course, the Master Plan is a living document and what we mean by that is each year that we finish the plan we hope that an additional tenth year will be added as that current year drops off.

APPARATUS REPLACEMENT PLAN

FRONT-LINE EMERGENCY RESPONSE FLEET

- **AMBULANCES:** 11 FRONTLINE AMBULANCES, MODEL YEARS RANGING FROM 2014 TO 2022, WITH 2 OF THEM BEING CROSS-STAFFED. THESE UNITS HANDLE THE MAJORITY OF OVER 36,000 CALLS EACH YEAR.
- **PUMPERS:** FIFTEEN FRONT-LINE PUMPERS, RANGING FROM 2006 - 2024, EQUIPPED TO PUMP 1,500 GALLONS OF WATER PER MINUTE, SERVE AS THE BACKBONE OF FIREFIGHTING EFFORTS
- **LADDER TRUCKS:** SEVEN LADDER TRUCKS WITH REACHES FROM 75 TO 107 FEET, EXTINGUISHING ROOFS ON FIRE, ESSENTIAL FOR RESCUE MISSIONS AND HIGH-RISE OPERATIONS, VARYING IN MODEL YEARS FROM 2011 - 2024

Our Fire Department operates for you 11 advanced life support ambulances. Nine are staffed full-time, two are staffed with a cross-staffed pumper. The pumper at Station 20, Muncie, and pumper at Station 4, Bethel. What that means is the firefighters have to get off the pumper, get on the ambulance and go to a call, the pumper is out of service or vice versa, so it's not the best of all conditions. Given the fact that we handle so many calls per year, we hope eventually we can work out of that.

There are 15 frontline pumpers that range in age from 2006 to 2024. They carry water, have a 1,500 gallon per minute water pump and they serve as the backbone of all of our firefighting efforts. We have 7 in-service ladder trucks. The ladder trucks reach from 75—I think we have one left, that's the last one of those we'll buy, and the rest reach to 107 and they can extinguish roof fires. They're used for rescue missions of all types, high-rise operations and they vary from year-to-year as to the other support that they can provide. For instance, blocking out on the interstate to ensure that our people don't get harmed or that the people at the accident aren't having additional incoming vehicles and crashes.

APPARATUS REPLACEMENT PLAN

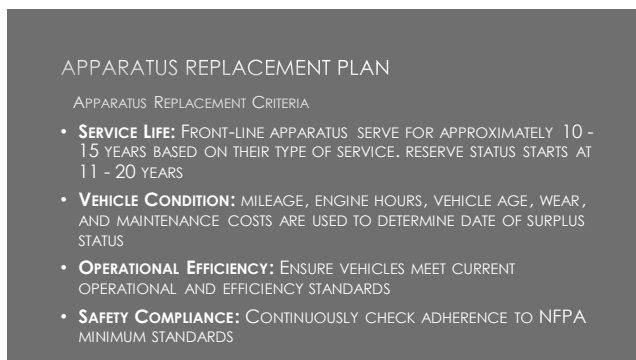
SPECIALIZED FLEET VEHICLES AND SUPPORT UNITS

- **RESCUE UNITS:** TWO RESCUE COMPANIES, VITAL FOR ALL RESCUE EMERGENCIES, VENTILATING SMOKE AND GASES, AND RESOLVING BUILDING AND TRENCH COLLAPSES. OUR FLEET VARIES IN MODEL YEARS FROM 2020 AND 2024 (RESERVE UNITS ARE 2003 AND 2018)
- **HAZARDOUS MATERIAL UNITS:** PROTECTORS OF THE ENVIRONMENT (AIR, WATER, AND SOIL) FROM CHEMICAL SPILLS, GAS LEAKS, AND OTHER MANMADE HAZARDS. BOTH SPECIALIZED UNITS ARE MODEL YEAR 2024 (RESERVE UNITS ARE 2005 AND 2006)
- **BRUSH TRUCKS:** FIVE BRUSH TRUCKS, CRUCIAL FOR COMBATING WILDLAND FIRES IN RURAL AND OFF-ROAD AREAS. THESE VEHICLES' MODEL YEARS RANGE FROM 2003 TO 2006

We have two rescue companies and I can tell you that they're sort of the jack of all trades. When there's a need to have somebody with some special expertise between them and the Hazardous

Materials members are the two that we call on. Both I can tell you the rescue units as well as the Hazardous Materials Units are to be proud of. They're relatively new. They're functional and we do have reserve apparatus.

Brush trucks, however, are not quite in that same category.



We operate with five brush trucks and all have exceeded their service life. The service life for front-end fire apparatus such as ladder trucks and pumpers is 10 to 15 years and that's based on their usage. So, somewhere between 11 to 20 years they should be put into reserve and used for a very limited amount of times because they're simply not capable being frontline.

Vehicle condition is considered mileage, engine hours, age, wear and tear, and maintenance costs to determine what can be sent to surplus, gotten rid of, and what can be repaired and used if there's any life left and we do that pretty efficiently.



What we'd ask in terms of what we need is every even year we would like to be able to purchase two pumpers. We've seen the cost of fire apparatus go up significantly. We're equally not happy with that as you are, but we have found a vendor who provides the same apparatus for about \$100K cheaper, so we will be using that company at least in the near future. Every odd year will be one

pumper. Every year we're going to ask for a piece of special fire apparatus, a ladder truck, a rescue unit, hazardous materials unit as time goes on and then one brush truck per year. The need will be for four staff vehicles to be purchased by the department.

I want to remind the Commission that we were fortunate enough, and with your help and guidance, we took 14 vehicles away that were not necessary or used and also merged the Safety Officer with the Battalion Chief.

Ambulance needs three per year. Two should be new. One ambulance can be a remount. The remount means that we're going to use the same box, the same patient compartment and put it on a new chassis which cost us about half as much. Without having those resources that I mentioned, you're going to get a full view of it here in a second, this is what's going to happen.

10 Year Ambulance Replacement Cycle							
	Year	Unit ID	Location	Mileage	Engine Hours	Status	Estimated Disposition
1	2014	3568	Reserve	182,680	10,870	Active	To be Sold 2027
		7794	Reserve	175,419	10,573	Active	To be Sold 2027
2	2015	6211	Reserve	271,044	15,182	Out	Sent to Remount to North Carolina 09-2025
		4560	20 - Muncie	225,675	11,867	Cross-Staffed	To be Sold 2025
3	2016	9792	Reserve	195,414	11,248	Wrecked	Getting bids for repair
		8713	4 - Bethel	147,176	7,570	Active	To be sold 2026
4	2017	2289	17 - Turner	134,392	6,601	Active	To be Sold 2028
		9257	Reserve	8,256	922	Active	In service 2024
5	2019	5276	Reserve	16,500	1,256	Active	In service 2024
		1017	12 - Piper	213,864	9,894	Active	Sent to Training 2024
		891	19 - Victory Hills	177,225	7,533	Active	To be sold 2027
		6062	18 - Wellborn	146,430	7,491	Active	To be sold 2028
6	2020	7064	9 - Central	105,765	6,583	Active	To be sold 2029
		7095	7 - Argentine	88,904	5,721	Active	To be sold 2029
		7067	5 - Quindaro	42,286	3,445	Repair	Return to service Fall 2024
		9432	2 - Midtown	104,572	4,604	Active	To be sold 2026
7	2022	6256	3 - Armourdale	49,694	2,750	Active	To be sold 2028
						In Production	To be delivered 01-2025
8	2023					In Production	To be delivered 03-2025
9	2024						2 new/1 remount to be delivered Fall 2025
10	2025						2 new/1 remount to be delivered Spring of 2026
11	2026						2 new/1 remount to be delivered in 2027
12	2027						2 new/1 remount to be delivered in 2028
13	2028						2 new/1 remount to be delivered in 2028
14	2029						2 new/1 remount to be delivered in 2030
15	2030						3 new/1 remount to be delivered in 2031
16	2031						3 new/1 remount to be delivered in 2032
17	2032						3 new/1 remount to be delivered in 2033
18	2033						3 new/1 remount to be delivered in 2034
19	2034						3 new/1 remount to be delivered in 2035
New to Five years of service or Under 150,000 miles							
Six to Ten years of service or 150,001 to 200,000 miles							
Eleven years or more of service or Over 200,000 miles							

As you look at the chart, if it's in red and I know this is an eye test, when you look at the chart, if it's in red, those fire trucks don't belong here or anywhere. They're essentially ready for the scrap pile. In this case it's ambulances and, again, it's so small I can't see it, but you're going to find some of the ambulances that we currently operate with that exceed 200K miles. Again, we're working our hardest to get them out of the system. If it appears in yellow, you've probably figured that out by now, they still have service life but they're getting close to end and what we want is more of that apparatus, if you will, in the green. We have nine frontline ambulances and we have six reserve ambulances.

10 Year Pumper Replacement Cycle						
Year	Unit ID	Location	Mileage	Engine Hours	Status	Disposition
1	2003	Reserve Pumper 3	189,851	17,000	Reserve	To Training 2025/Sell in 2026
2	2004	Reserve Pumper 5	189,208	19,416	Reserve	To Training 2026/Sell in 2027
3	2007	Reserve Pumper 4	69,637	7,572	Reserve	To Training 2026/Sell in 2028
4	2009	Reserve Pumper 1	126,169	12,615	Reserve	To Training 2027/Sell in 2028
5	2016	Reserve Pumper 2	70,851	7,712	Reserve	To Training 2028/Sell in 2029
		Pumper 5	60,518	6,744	Active	To Reserve 2025
		Pumper 11	67,204	11,080	Active	To Reserve 2025
6	2018	Pumper 3	54,856	5,634	Active	To Reserve 2026
		Pumper 10	41,476	5,492	Active	To Reserve 2026
		Pumper 15	48,605	4,732	Active	To Reserve 2027
7	2019	Pumper 1	46,077	5,261	Active	To Reserve 2028
		Pumper 9	46,533	5,196	Active	To Reserve 2028
		Pumper 18	58,976	5,444	Active	To Reserve 2029
8	2020	Pumper 19	54,191	5,711	Active	To Reserve 2030
		Pumper 7	32,001	3,120	Active	To Reserve 2030
		Pumper 20	26,491	2,325	Active	To Reserve 2031
9	2021	Pumper 4	12,618	780	Active	To Reserve 2032
		Pumper 8	9,790	610	Active	To Reserve 2032
		Pumper 16	10,441	725	Active	To Reserve 2033
10	2023	Pumper 14	5,168	414	Active	To Reserve 2034
						2 to be delivered Fall 2025
						2 to be delivered Winter 2026
11	2022					2 to be delivered 2027
12	2024					2 to be delivered 2028
13	2025					2 to be delivered 2030
14	2026					1 to be delivered 2031
15	2028					2 to be delivered 2032
16	2029					1 to be delivered 2033
17	2030					2 to be delivered 2034
18	2031					1 to be delivered 2035
19	2032					2 to be delivered 2036
20	2033					2 to be delivered 2036
21	2034					2 to be delivered 2036

New to 10 years of service and under 50,000 miles
 11 to 15 years of service or 50,001 to 100,000 miles
 16+ years of service or over 100,000 miles

When we take a look at the pumpers, because of a lot of work done by this Commission, by County Administration, by Finance Department, we've gotten the red ones down to two I think and, again, when you look at the mileage, but the yellow ones have to be of pretty great concern. We use fire trucks every day. There's hardly a call that a pumper or a ladder truck doesn't go on whether it's a medical or a fire.

10 Year Specialized Apparatus Replacement Cycle						
Year	Unit ID	Location	Mileage	Engine Hours	Status	Estimated Disposition
1	2003	Reserve Quint 2	189,277	18,354	Reserve	
2	2004	Reserve Truck 1	68,372	2,350	Reserve	
3	2007	Reserve Quint 1	146,155	17,894	Reserve	
4	2009	Trailer 8	77,214	7,081	Active	
5	2016	Quint 2	43,408	4,153	Active	
6	2018	Truck 10	39,488	3,608	Active	
7	2019	Quint 12	45,708	4,686	Active	
8	2020	Truck 14	22,361	2,640	Active	
9	2021	Truck 7	67,368	2,208	Active	
10	2023	Truck 17	9,909	993	Active	
11	2022	Ladder Truck				To be Delivered in 2025
12	2024	Ladder Truck				To be Delivered in 2026
13	2025	Ladder Truck				To be Delivered in 2027
14	2026	Ladder Truck				To be Delivered in 2029
15	2028	Ladder Truck				To be Delivered in 2032
16	2029	Ladder Truck				To be Delivered in 2034
17	2030	Ladder Truck				To be Delivered in 2035

Age 0 to 10 years
 Age 11 years to 20 years
 Age 21 years to 30 years

The Specialty Apparatus, which again, the perimeter is microscopic on mine, which I think this one's ladder trucks. We have one in the red. Most are in the green, so once again, we're doing better.

10 Year HazMat Replacement Cycle							
	Year	Unit ID	Location	Mileage	Engine Hours	Status	Disposition
1	2005	Reserve HazMat 1		24,536	2,327	Reserve	To become Air Unit
2	2006	Reserve HazMat 2		26,549	2,511	Reserve	To become Command Unit
3	2023	HazMat 3	Armourdale	0	0	Active	
4	2024	HazMat 2	Midtown	0	0	Active	

New to 10 years of service

11 to 15 years of service

16 years of service or older

Hazardous materials, although you see the red, those are the reserves. The two in the green are frontline and we're very happy with those.

10 Year Rescue Unit Replacement Plan							
	Year	Unit ID	Location	Mileage	Engine Hours	Status	Disposition
1	2003	Reserve Rescue 1		44,147	3,339	Reserve	To Training in 2031
2	2018	Rescue Support	Strawberry Hill	42,942	3,240	Active	
3	2020	Rescue 1	Strawberry Hill	19,543	1,527	Active	To Reserve in 2031
4	2024	Rescue 6	Village West	1,779	106	Active	To Reserve in 2036
5	2029						To be delivered 2031
6	2034						To be delivered 2036

New to 10 years of service

11 to 15 years of service

16 years of service or older

Along with the rescue units, same process. One reserve is in red, one reserve is in green and then the other two are relatively brand new.

10 Year Brush Truck Replacement Cycle						
	Year	Unit ID	Location	Mileage	Status	Disposition
1	2003	Brush 18	Welborn	26,854	Active	To Reserve 2030
2	2003	Brush 9	Central Ave	19,553	Active	To Reserve 2031
3	2005	Brush 8	Piper	39,761	Active	To Reserve 2033
4	2006	Brush 16	Turner	9,664	Active	To Reserve 2034
5	2006	Brush 12	Piper	14,155	Active	To Reserve 2035
6	2029					To Be Delivered 2030
7	2030					To Be Delivered 2031
8	2032					To Be Delivered 2033
9	2033					To Be Delivered 2034
10	2034					To Be Delivered 2035

New to 10 years of service
11 to 15 years of service
16 years of service and older

The brush trucks, I think we ran out of red ink, I don't know, when this was printed, but all of them should be in red whether it's the inability to be able to operate off-road, whether it's the problems associated with age, whether it's the cost of maintenance. I saw a video clip of one of the vehicles that the diesel was obviously not functioning correctly and putting out more smoke than what the fire would.

10 Year Boat Replacement Plan					
	Year	Unit ID	Location	Status	Disposition
1	2006	Inflatable		Reserve	For use in disaster deployment
2	2008	Boat 1	Strawberry Hill	Active	
3	2011	Inflatable		Reserve	For use in disaster deployment
4	2014	Boat 6	Village West	Active	
5	2017	Inflatable 6	Village West	Active	Stored on Rescue Unit
6	2021	Inflatable 1	Strawberry Hill	Active	Stored on Rescue Unit
7	2023	Boat 18	Welborn	Active	
8	2023	Boat 21	Strawberry Hill	Active	

New to 10 years of service
11 to 15 years of service
16 years of service and older

The boats are in good condition. We typically operate with five. Reds are reserved, the yellow is reserved, but once again, when we talk about the specialty apparatus those are some of the ones that we need to consider as well when it comes to being able to get those procured and financed.

SUMMARY

MASTER PLAN SUMMARY

- LABOR - MANAGEMENT QUARTERLY MASTER PLAN PROGRESS MEETINGS SHOULD BE HELD
- ANNUAL PLAN EVALUATION TO IDENTIFY OUR SUCCESSES, BARRIERS, AND OPPORTUNITIES
- ONE ADDITIONAL YEAR SHOULD BE ADDED TO THE MASTER PLAN

To summarize, Fire Administration's Plan, first of all we would hope that with Labor we could meet regularly, quarterly, every six months, whatever the window might be, and go over where we're at with the plan. We would try to look for successes and celebrate those barriers and opportunities as to how we can improve. At the end of the year, and hopefully every January, the Chief along with the Local, we'd be able to add the next year so it always becomes a 10-year plan and we hope this gets maintained forever into infinity.

IN CONCLUSION

PATH FORWARD:

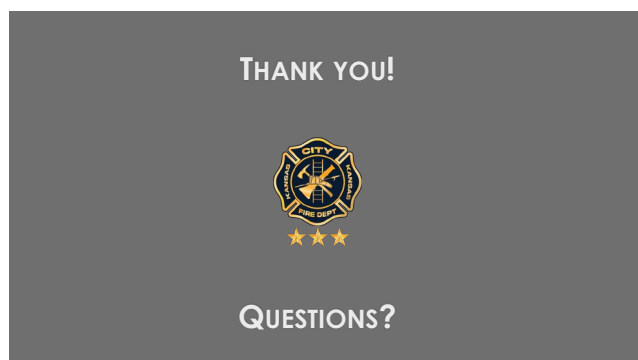
1. MASTER PLAN APPROVAL BY UNIFIED GOVERNMENT CITY ADMINISTRATOR
2. MASTER PLAN FUNDING BY CHIEF FINANCIAL OFFICER AND BUDGET DIRECTOR
3. IMPLEMENT KCKFD MASTER PLAN AS DIRECTED
4. ANNUAL REVIEW AND MASTER PLAN UPDATES

The Master Plan approval process belongs to the County Administrator, the Master Plan funding by the Chief Financial Officer and the Budget Director. Of course to implement the Master Plan will be as directed when we're told that we can move when there's enough money and when there's enough support, an annual review of the plan is in order.

What we see as a summary, it is a 10-year plan. We're asking for one build new, one renovation over Phase 1, 2 and 3 within that 10-year window whenever we have the financing to do it. We should maintain our apparatus, ambulances and specialty vehicles as described. We would continue to work towards staffing to 1710 when it's available.



We would like to thank the Commission. Without a doubt the direction we've gotten, the support we've had has been tremendous. No shortage of feedback from the last presentation and I'm guessing from this one as well. The Mayor and his office have also been supportive along with the County Administrator, Mr. Johnston and his staff. Thanks to the leadership of Local 64 and to the Fire Administration staff.



I stand before you and ask are there any questions that I can answer at this point?

Mayor Pro Tem Burroughs said thank you for the presentation. Are there any comments or questions from the Commission?

Commissioner Burns said concerning staff, how many Chiefs do you have? **Chief Rubin** said what a great question. I think there's about 24 or 25. We have removed one Chief into a civilian position, which is now the head of EMS which is no longer a Chief Officer. Again, I think with clear direction from this Commission we have laid the groundwork to change fire investigations from Battalion Chief's level to what would either be a firefighter, a Driver or a Captain. **Commissioner Burns** asked, do they have take-home cars? **Chief Rubin** said the take-home cars are the executive staff. None that I described, in fact, the EMS Supervisor, his vehicle was taken away in that it was simply a ride to work. **Commissioner Burns** asked, what's the number of the take-home cars? **Chief Rubin** said I apologize, I don't have that information, but it does come in a report that we've sent to the Commission as well as the County Administrator and we can get that to you by tomorrow. We can probably get it to you tonight if you're that interested. **Commissioner Burns** said okay. **Chief Rubin** said tomorrow is okay? **Commissioner Burns** said sure. Do you have a personal driver? **Chief Rubin** said I do not. I have an aide that's responsible to take care of all of the details including your bi-weekly report and many other administrative duties. Anybody who told you that there's an aide was completely inaccurate and wrong. **Commissioner Burns** said nobody told me that. I'm just asking you.

Commissioner Burns said who in the report thought it was necessary to describe the buildings as deplorable or poor? **Chief Rubin** said we take that responsibility. That's me. **Commissioner Burns** said you did that. **Chief Rubin** said yeah, 100% me sir.

Commissioner Burns said I don't see a dollar figure in here. From everything you said I don't know if a half a billion dollars would take care of what you want. **Chief Rubin** said, again sir, I think the finance is left up to the Chief Financial Officer to the Budget Manager and to the Facilities Manager. **Commissioner Burns** said why didn't you put an amount in the report that you thought? **Chief Rubin** said I didn't feel it was necessary. Again, I'll take responsibility if that's a problem. **Commissioner Burns** said okay, then how are we supposed to serve the taxpayers and do your budget at the same time without an amount? **Chief Rubin** said I think when the decision is made to move on any of these projects, I would recommend the Chief Financial Officer, that the Budget Director, and the other folks that support them, again, the Buildings and

Ground person that does the construction would provide that information. **Commissioner Burns** said so you wouldn't have any input. **Chief Rubin** said I would have as much input as I could have.

Commissioner Burns said concerning the EMS Capital Equipment needs, if you go to page 21 on the back section of your report, it says primary EMS Capital Equipment needs. I think you described it number one, complete Striker Power-Load Systems for all medic units. You did that didn't you? **Chief Rubin** said I think so, yes sir. **Commissioner Burns** said okay, what about the second one—**Chief Rubin** said you know I didn't go over every detail in a 35-page report. I tried to highlight, so I think every Commission member, I hope, received a copy. There's no secrets and not trying to hide anything. **Commissioner Burns** said I'm asking you a question. **Chief Rubin** said I didn't feel like it was necessary sir. **Commissioner Burns** said oh really. What does—**Chief Rubin** said should I put the amount of fire hose that we need—**Commissioner Burns** said what does auto pulse equipment mean? I don't know. **Chief Rubin** said okay. We can get you details on what the auto pulse is and how much it costs. **Commissioner Burns** said you don't know what it is. **Chief Rubin** said I do know what it is, very much so. I've been a firefighter for 53 years. I take that almost as an insult sir. **Commissioner Burns** said really. **Chief Rubin** said I do. **Commissioner Burns** said you should know insult.

The final one, update armor and ballistic helmets. That should have been number one with the firefighters in my estimation. I don't know how many fancy equipment you are buying that in this time that we're in trying to structure a budget that we can work with. I just don't understand why that wouldn't be number one and your other—that should be a need and not a want in my opinion. **Chief Rubin** said yes sir. **Commissioner Burns** said I don't have any further questions.

Commissioner Kane said you got your new fire station and it's got every bell and whistle possible and we need to get back to what we need, not what we want. **Chief Rubin** said yes sir. **Commissioner Kane** said it's great to have all that fancy stuff, but when you buy that fancy stuff you're not able to build another fire station. It's frustrating for me because in other municipalities they're building fire stations for a hell of a lot less money that do the exact same thing. I'm not a big believer in a four-bay. I think we should be a three-bay and keep it that way. I know you guys want to do it because of growth. Well, we don't have the money to buy all the bells and whistles.

When I built my house I built one I could afford, not one I—I built one I could afford and not that I need any bells or whistles to go with it.

You said something that was a little confusing to me. You said 1710 four-person when available, what does that mean? **Chief Rubin** said 1710 asked for four members to respond on a piece of fire apparatus. **Commissioner Kane** said but you said when available. **Chief Rubin** said okay. Shall I continue? **Commissioner Kane** said yes sir. **Chief Rubin** said the times in a firehouse where someone may have to go home, the water heater breaks, the car has a flat tire, the kid broke his arm and has to go to the hospital, firefighter might leave that station for a short period of time. So again, it's a simple process to allow someone that latitude for a very short window of time. Four is the proper number. I also want to answer the other question. Intentionally we did not describe the size of the firehouse. You will get to describe that being the elected body that has policy whether it's a one-bay or two-bay, whether it's made out of metal or whether it's made out of brick. We would support whatever you describe sir.

Commissioner Kane said I have another question and some of the commissioners don't know what a brownout is. Can you explain what a brownout is? **Chief Rubin** said a brownout is when companies are put out of service for the day. A brownout might be that a ladder truck or a pumper is out for a 24-hour window because of staffing as compared to a blackout. A blackout is when that station closes and doesn't reopen. **Commissioner Kane** said a blackout, please say that again. **Chief Rubin** said the blackout, from where I come from, is that we're placing that company out of service. A brownout is for one day or it could be for longer than a day, but it's a rotating process. **Commissioner Kane** said if we're at a brownout, let's say over by KU, who covers that ground while they're in a brownout? **Chief Rubin** said at this point we haven't had any brownouts. We haven't had—**Commissioner Kane** said have you had the potential for brownouts—**Chief Rubin** said, again, when you go to the chart that I shared with you, we can see what the actual real life performance has been from Station 10. There were other fire companies around it. I didn't place that fire station there. It's both on the Johnson County line as well as the Missouri line, not a very good place for a fire station to be. **Commissioner Kane** said okay, maybe different station. **Chief Rubin** said yes sir. **Commissioner Kane** said Central Avenue, if that's in a brownout, who covers the area? **Chief Rubin** said this station at Strawberry Hill is 9/10th of a mile, so it would be one of the very first to support that station. When you look at modern day fire protection, fire stations should be placed three miles apart. Each station can cover a mile and a half in a concentric

circle. Again, Rand Corporation was the one that designed this. It's been perfected. We can get into some of those more detailed studies if you'd like, but at this point I don't see the need to brownout or blackout a station. **Commissioner Kane** said if one happens, brownout or blackout, I want to know about the split second it happens. **Chief Rubin** said oh, you want to know about that, certainly. We can make sure that happens, absolutely.

Commissioner Kane said yes and if we're talking about every three miles, and we've already said this before, Piper needs another fire station if not two. **Chief Rubin** said I'm sorry, I do not understand. **Commissioner Kane** said Piper needs another fire station, if not two. **Chief Rubin** said I would not disagree. I would ask though that we fix what we have. I think your wisdom was right on track. We've got to stay within the budget that we have instead of what our wants are and, again, the good news is some of the area out there that needs a fire station, it hasn't been built up yet, but assuredly will be. The apartments are coming right and left. We have a fire station that has only a quint in it that protects most of the area and at some point we've got to figure out a way to get a pumper in there as well.

Commissioner Kane said I'm going back to what I said before, when we build these new buildings they need to be something that we need, not that we want and it's just like the vehicles we purchase, we purchase top of the line Suburban's, Tahoe's, whatever they are and I don't know why they can't buy a Traverse or something smaller. A couple years ago the guys had child seats in the back seat and we had pictures of them.

Commissioner Bynum said I just wanted to bring something up that I've said a lot in a lot of different meetings, but I'm not sure I've said it to you. The Police Department for many years had a Traffic Unit in a strip mall at 60th & Leavenworth Road and that became deplorable and they had to move out of there and they went to quarters that frankly we're renting right now and I've said many times that I would really like to see Station 4 specifically torn down. I realize it's number three on your list, so that's good enough for me, but when we do rebuild it, it would be really nice to do a combo police/fire specifically for that Traffic Unit to put that Traffic Unit back on Leavenworth Road. I'm really just saying that out loud so you can hear it and to put it into the universe. **Chief Rubin** said yes and we have no reservation about that. We would do that willingly and with a smile.

Commissioner Ramirez said I'm going to be open and blunt. I'm very disappointed in the response that you didn't feel it was necessary for us to get the numbers. We went through revenue neutral, we cut your budget, we cut overtime, which I believe is not sustainable and—**Chief Rubin** said we would agree. **Commissioner Ramirez** said we don't know what this year is going to come to. We don't. Every department is vying for the same pot and to come with a long list of investments as a blank check with no number should not happen. Even if you don't have strong numbers, some idea of what it could be, but I do believe it was disappointing when you said you didn't think it was necessary for us to have that. **Chief Rubin** said yes, I'll take responsibility. I'm sorry that it disappointed you. **Commissioner Ramirez** said I hope that moving forward that we have information like that presented to us. I know our Finance Department does an amazing job to provide information, but this is something—I believe we need a Master Plan, but first we need to see how much it is. I'm not going to just support a plan that has a blank check.

Commissioner Lopez said I'm up in my office on the ninth floor just doing some homework on tonight's meeting, but tell me about Station 20. What's the hold up on that? **Chief Rubin** said I don't know. I was told it wasn't funded and that the work had stopped. I don't have the authority to spend millions of dollars. **Commissioner Lopez** said well, that's not what I was told, but that you didn't like the design or something or—no, you want a four-bay and we need a 2 ½-bay and that's what—we're ready to rock and roll, but you want a 4-bay and you're a nickel holding up a dollar on this. **Chief Rubin** said we'll start at 2-bay, 2 ½-bay, 1-bay, whatever you tell me, we'll start it tomorrow. **Commissioner Lopez** said no dude, we wanted to start a month ago I think if I'm right, but you insisted you want a 4-bay. Is that going to give you, give you ammo to shut down three fire stations that you want, that we can't afford to do that. **Chief Rubin** said I don't know that ever came into the discussion, but I understand what you're saying as best I can. **Commissioner Lopez** said it's not making sense to me then because the ground is bought, we're ready to move forward and we can't. So, I'll tell you what, tomorrow I'll go out there with my hoe right now tomorrow and I'll start digging and I'll start getting ready according to the plans. **Chief Rubin** said yes sir, that will be great. **Commissioner Lopez** said then we can move forward because we need Station 20 and it's not being built and what are you—you're wanting to spend extra money to build a temporary one when we could have had started two months ago. **Chief Rubin** said yes sir. **Commissioner Lopez** said I mean—let's get rolling. I mean shit—you talk

about saving our budget, I get it, but stop spending our money. **Chief Rubin** said we'll stop spending the money. **Commissioner Lopez** said look, I mean you were just talking about the personal vehicles. That's six pickup trucks with six matching bed cabs or camper shells and then something about you buying a dog for \$2,500-\$3,500 when we have rescue dogs for free. Am I wrong? **Chief Rubin** said I'm not sure that there's six, but yes sir, you're right. **Commissioner Lopez** said you know what, just say two, let's say three, I don't care, but I was told six, which we've got boys driving up to Smithville Lake with them. Are you serious on our dime? I don't know, I've been trying to go to bat for you, but come on, you're killing me here. **Mayor Pro Tem Burroughs** asked, Commissioner Lopez, are you finished? **Commissioner Lopez** said I'm done.

Mayor Pro Tem Burroughs said I would like to remind the body that this is being recorded and the public is listening, so I just want you to be mindful that language does matter in some of these public settings.

Commissioner Kane said I'm glad it wasn't me. You don't know this, but I worked in a joint program at General Motors in the Safety Department for 21 years and you guys got up and gave a presentation not too long ago and I would have rather you got up and told us as a group what you thought and what they thought so we knew what both of them were thinking at the same time instead of you giving a presentation and later on them giving a presentation because we know we are not always going to get along. But you preach that this is what you want to do and in fact you spoke about the folks several times. If you're doing this together, that means the presentation should be together and if there's differences, tell us what the differences are so we understand. We would agree with you on some and agree with them on some, but it kind of throws me off just a scotch that everyone was singing Kumbaya and then you told a whole bunch of people across the United States how great it is to work with the Local and stuff like that, which is fine, but we're not doing it today. They're sitting there and they want to speak and they should have had the opportunity to give their presentation along with yours and that's my opinion. **Chief Rubin** said yes sir. **Commissioner Kane** said don't do—don't talk back. We need to get back to where you were at before or better because they know the needs as much as you guys do. They may not agree with it, but after we hear from them, from this time forward, I would prefer that both sides got up

and spoke at the same time and tell us whatever you're supposed to tell us because that's the way I did it and it worked.

Commissioner Stites said something that Commissioner Lopez brought up, we already have the land for the replacement of Station 20. Where is that at? **Chief Rubin** said 72nd & Kansas Ave. **Commissioner Stites** said we own it, we bought it. **Chief Rubin** said yes. **Commissioner Stites** said at 72nd & Kansas Avenue. I don't know the name or the number—I mean of the one that's the combination with West Patrol. **Chief Rubin** said 19. **Commissioner Stites** said I worked out of that police side for many, many years and it seems to me—hey, I'm all for new stations and getting everybody the nicest equipment and safest equipment, you need to be housed in good stuff and that's what makes an employee happy and they're deserving of those things. A good employee deserves to have those amenities, but what I was wondering, has there been much discussion with our Police Department because that Number 19, as you say, that Police Department is one of the police locations that has been identified as needing replaced also. As you guys know now, you look and those police officers are parking up on top of the hill and walking down in the rain and snow and trying to lug their gear and get down to it, so that location is not really doing what we need anymore.

So, I guess what I'm trying to say is I would like for us to look at how we can maybe look at those combination locations. Like Commissioner Bynum said, the location for the Police Department Traffic Unit—I think the rent on that is like \$60K or so is what I've been hearing. I know that Homefield reached out and said they would allow the Motorcycle Unit to be housed inside their location for free and save the money. I know a Fire Department is a little bit different than a Police Department because the Police Department, you know, they go in shift change, they're out. They come back periodically, but a Motorcycle Unit they come in and they get their stuff and they're out doing their stuff that they do through the day, so they could—but I like the idea of it being a combination. How could we build locations that serve multiple purposes?

Chief Rubin said I think we can. We were very open to that. We'll start meeting with the Chief of Police, explore what his interest might be. I'm 100% behind it. I think it's a great idea. I think it's potentially a cost saver, but of course, the front end is probably going to cost us more money, but in the long run it may save quite a bit of money. **Commissioner Stites** said when you say that it may cost us more money, why would that be, I don't know. **Chief Rubin** said I'm

assuming we're going to be building two-bay fire stations and I would say plan on those being filled up and, again, I hope I'm leading towards mentioning that we need more ambulances in this community. We simply do. **Commissioner Stites** said so you're saying that if we built the two, you're saying we'll need to expand them down the road. **Chief Rubin** said I think we could survive with a two-bay fire station. I know that's what Labor is really seriously interested in. I could stand before that. I was under the impression that the 4-bay was approved. I was under the impression that the finances was there. Let me just say the site location, the initial plans working with the architect, the construction I was not involved in any of that. That was BR for Rubin. **Commissioner Stites** said that was 20—is it still the same number. **Chief Rubin** said yes, Station 20 at 72nd & Kansas. **Commissioner Stites** said just because of my Police Department days and I spent a lot of time right there in that area, why was that location chosen? **Chief Rubin** said no clue, not even a slight clue. That happened long before Dennis Rubin. It was not me. I'll take responsibility for everything, but things that I wasn't here for. I'm sorry, sir? **Commissioner Stites** said that song "That Wasn't Me." I was making a joke. So, is that the preferred location today? Just because we own it, we own lots of pieces of ground, does that make sense that is the location? **Chief Rubin** said I think it's reasonable. It's only a few blocks away. It's got great road frontage. I think you'll see that community continue to develop and I know that we've put—I'm told about a million dollars' worth of value into that land. I think they've worked on the plans. I think perhaps the laterals are getting close. I think some of the site work has been done, so I feel like we're committed to that, but to build a two-bay fire station is attainable, easy to do, having a police precinct next to it. I know there's some interest in what's called a type two, a steel structure building that I think would serve as well also and, again, cutting the cost down remarkably.

Commissioner Stites said I appreciate that. I would just like for us and I guess direction to the County Administrator that when we're looking at these locations that we are really working together with the Police Department so that we can identify locations and maybe this spot isn't the spot for this. Maybe the Chief says you know what, this is the spot, both Chiefs or whoever decides this, that this is where we could put a new West Patrol or wherever they're deeming that they need one. I just think it makes sense for us to—I personally at one point I said I thought we should buy the K-Mart location and we put a Police Department, the Fire Department and the Annex that's out at 82nd Street where we have a whole lot of parking, we have a whole location there and plenty of parking and we could put everybody right there at 78th & State Ave. I don't know if that was

ever really taken seriously or not. **Chief Rubin** said that's not come up on my watch. **Commissioner Stites** said I wasn't saying I directed it to you. I was just saying that it makes sense when we have those locations out there we probably ought to get it before the Community College buys it up. All right, that's all.

Commissioner Davis said thank you so much for the presentation. We've all been talking about when this is going to come and when we're going to see the Master Plan. I know we've had prior conversations and stuff, so it is good to at the very least be here, so let me ask kind of a series of questions. Number one, my understanding is we're going to get two proposals or two Master Plans, so is the current Master Plan from Administration complete? **Chief Rubin** said yes. **Commissioner Davis** said okay and I will agree on the need for renovation for Fire Station 2. It is very, very busy. I live near State and it is constant, constant, constant and so I'm pleased to see that particular fire station is mentioned and on our radar.

I want to talk about money because there's how we allocate and there's stewardship and I'll get to that, but I also want to talk about revenue because there's no real way so slice it. We are in a bind for dollars. Your department does receive a percentage of the 3/8 sales tax. Do you know off the top of your head or does anybody from staff know how much is that generating right now for Fire, for the 3/8 cents tax? **Chief Rubin** said I don't, but I saw Mr. Lindsey.

Reginald Lindsey, Budget Director, said the Dedicated Sales Tax produces about \$14M for Police, Fire and Infrastructure. **Commissioner Davis** said so how is that split? **Mr. Lindsey** said it's supposed to be a third, a third and a third. **Commissioner Davis** said so we're talking maybe \$4M and some change, give or take that goes to KCKFD. **Mr. Lindsey** said somewhere around there. In some years we don't get it all a third, a third. I mean sometimes it's off of balance, so I don't know, we try to get it as close as we can, so I don't know the exact number for this year. **Commissioner Davis** said it would be good for us—**Mr. Lindsey** said I mean it is somewhere between \$4M to \$5M. **Commissioner Davis** said it would be good for us to get those numbers because, again, I think we need to have the money. We have to have the money conversation.

Commissioner Davis said, Chief Rubin, I know you just got some rest for your legs and we might need some folks from Budget and Finance to help. I want to talk about the EMS billing situation, which I thought was very telling and quite worrisome. Let me make sure I understand this. If somebody is calling for a service, we come. Let's say it was a joke or a prank or whatever

and obviously that's a lot of money that we're spending just to get all of our resources and our people there, we don't have an adequate way of recouping those particular dollars. Do I have that correct? **Chief Rubin** said let me see if I can be really clear. If a person has insurance, the primary insurance carrier almost always pays the bill. If the person is uninsured, indigent, unhoused, there's a small amount of money, I think it's \$154 that comes back through Medicaid. The other issue that I know I've asked on several occasions, I don't believe we have the authority yet to do it, we would like to go with a collection agency. **Commissioner Davis** said yes, so what's the current process right now? **Chief Rubin** said we have a billing company that sends out a bill. It's based on the completion of an ambulance call. When the members finish their run they have a tablet, they provide the information and it may take a little bit longer, but very early into that process they send it on, which gets reviewed and then moves into the billing company. The billing company then starts the process of asking that person their primary insurance carrier for the money that it took for the medical call. The range goes up to about \$1,100. Quite frankly, when we have a significant what's called an advanced life support two call for a person that's indigent for that \$1,100-\$1,200 call, we're going to get about \$154 back and we'll get nothing else. For someone who doesn't want to pay the bill, perhaps they're a person on the interstate that's had an automobile accident that wants to walk away from Kansas City, Kansas, at this point there's no teeth to the billing process.

Commissioner Davis said so in kind of your expertise, in your experience, you're saying a possible solution to that is exploring some sort of billing or collection because basically it's not that it's unpaid, it's just being paid another way which is through kind of the taxpayer or other parts of the budget. So the question is, how do we make sure the revenue is coming from the source and not somewhere else. So, your recommendation would be we explore a billing collection partnership. **Chief Rubin** said I would like to be empowered to put together a Request for Proposal and get a very aggressive company that will do collections and that company does things like garnish wages. I could go on, but you get the idea and most of them will not take on a client unless they agree to that. The way that the collection company gets paid, billing as well, is that when we get paid they get paid. A typical collection fee is somewhere about 8%. I don't have the exact numbers at this time. It does fluctuate and when it goes to collections it jumps up to about 25%, but 75% of what you missed is much better than 0%. **Commissioner Davis** said absolutely. Thank you so much and if I would give kind of further direction to staff, I do think that—I mean we have

to put everything on the table. We have to and I don't necessarily want to particularly be a burden to folks that are not able to pay. I'm really talking about those that are able to pay and they're just not necessarily following up because, again, even if it's 50%, 50% is still better than zero, 75% would be great. I do think that as we are contemplating this Master Plan that new sources of revenue such as that one should be included, so Administrator, I would like to see some studies on that and some recommendations come from that as well.

I agree with a lot of the sentiments of my colleagues. You know you all and I've said this before are the largest department and so it is—much is given, there's a lot of responsibility, there's a lot of eyes and I say that because although some of this was before your arrival at the Unified Government there were and continues to be a lot of murmurs on the optics of what is being paid for and what is a priority. As you can imagine, that makes our jobs pretty difficult where we're telling folks we don't have a lot of money and then they're looking at the Fire Department and then they're seeing what is perceived to be luxurious or what is perceived to be unnecessary. Now, I believe in taking care of our folks, but I also do believe that we have to do it in a way that is measured and in a way that is meeting the moment and in a way that is aware that the public is looking, the public is watching. I don't say that as any reflection on your leadership, but just as a stating what we are currently dealing with and so I thank you for that.

Do we have Local 64 scheduled yet to present to us or what's that deal. Does anybody know? Administrator, do we have Local 64 scheduled for them to present their side? **Mr. Johnston** said no. We made the trade just earlier this week and we're looking at the calendar now. **Commissioner Davis** said I do think just out of fairness I would hope that it would be fairly soon because we get a lot of information and things thrown at us and this is very, very fresh and I would hate to not necessarily remember or for us to not really compare what both of you all have. I will echo and agree that in the future with what Commissioner Kane has said, it would be best if you had a truncated presentation. They had a truncated presentation and we're talking maybe 15-20 slides maximum and we just had side by side conversations particularly on the things that you all disagree on because I know you agree on many of the things that was presented tonight, but it would be very helpful for that information to be fresh in our minds.

Thank you so much for your work. Thank you so much to our staff here, to our firefighters. We really appreciate you all and I do think that we'll be able to find a way to have a better Master Plan. **Chief Rubin** said thank you for the feedback.

Mayor Pro Tem Burroughs said, Chief, thank you. I believe, Commissioner, the tune of the supplement, if I remember the last budget, it was around a million dollars for EMS and staff can correct me if I'm wrong, but those numbers will come together later, but I believe it was something to the tune of around a million dollars that we were supplementing EMS out of our budget.

Chief, thank you for the presentation. I don't believe I see any more questions. I will state that I know there's been many questions, much concern; however, I think once we hear from Local 64 and the opportunities for collective solution finding will be more apparent for us when we get the budget numbers. So, again, thank you for your presentation. If there's no other questions, I believe that this was for information only. There's no action this evening.

Mayor Pro Tem Burroughs said seeing no other questions, I will entertain a motion to adjourn.

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

MAYOR PRO TEM BURROUGHS ADJOURNED

THE MEETING AT 6:25 p.m.

Monica L. Sparks
Unified Government Clerk

dt

March 27, 2025

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

SPECIAL MEETING, THURSDAY, APRIL 3, 2025

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Meeting, Thursday, April 3, 2025, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second 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 (left meeting at 6:25 p.m.); Davis, Commissioner Eighth District; and Garner, Mayor/CEO presiding. Townsend, Commissioner First District; was absent. The following officials were also in attendance: David Johnston, County Administrator; Angela Lawson, Interim Chief Counsel; Shelley Kneuvean, Chief Financial Officer; Reginald Lindsey, Budget Director; 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 should 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 is current guidance from the Kansas Attorney General Office. 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 Garner called the meeting to order.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, is scheduled to be conducted in a hybrid format on Thursday, April 3, 2025, at 5:00 p.m. for a Budget Workshop related to Debt Strategy in the Commissioner Chambers of the Municipal Office Building. Roll call was taken and there were ten “Ayes,” Lopez, Stites, Davis, Bynum, Burroughs, Burns, Ramirez, Hill, Kane, Garner.

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 we're scheduled for another installment of our ongoing 2026 Budget Workshops and meetings and that consists of presentations and information as well as comments from staff and Unified Government commissioners who are going to be making some decisions for the 2026 Budget. I'll now turn this meeting over to County Administrator, David Johnston, and he will lead the meeting from here.

David Johnston, County Administrator, said our second session is going to be led by Dr. Kneuvean, our CFO, and tonight's focus is going to be on Debt Strategy.



Shelley Kneuvean, Chief Financial Officer, said thank you for the opportunity to bring forward some detailed data for you. This information may prompt additional questions. We are spending some time updating information because with debt things are always in flux. You're paying off debt, you're having new debt and so we're going to confirm the dollars, but for purposes of the presentation, the numbers in this presentation do illustrate the high level conversation we want to have with you all.

April 3, 2025

2026 BUDGET PROCESS

Funding Approach for Capital Projects

- **Capital Projects** are long lived capital assets and infrastructure needs with a significant life cycle (20+ years) such as roads, sewer lines, and buildings; maintenance needs are short term / one-year expenses such as routine upkeep of assets as part of the operating budgets
- **Capital Improvements Plan (CIP)** is a 5-Year Plan, however, only the first year is appropriated in the budget¹
- The UG funds capital project needs in three ways:
 - **Cash Funding** – pay as you go financing budgeted in annual operating budget
 - **Lease Financing** – typically capital equipment that has a shorter life and are funded in operating budgets and financed over a 3 – 10 years repayment schedules¹
 - **General Obligation (GO) Debt** – typically repaid over 20 years; tied to the life cycle of the capital project typically through a bond competitive sale or through a state revolving loan fund

Purpose of Debt Presentation on 4/3/25

- Discuss Current Debt Financing Approach
- Review Outstanding Debt Portfolio
- Overview on Impact on Annual Budget
- Discuss Proposed New GO Debt Process and Strategy

¹ Per the Capital Asset and Equipment Investment and Management Policy, Res-10-21 & the Debt Policy, Res-18-19

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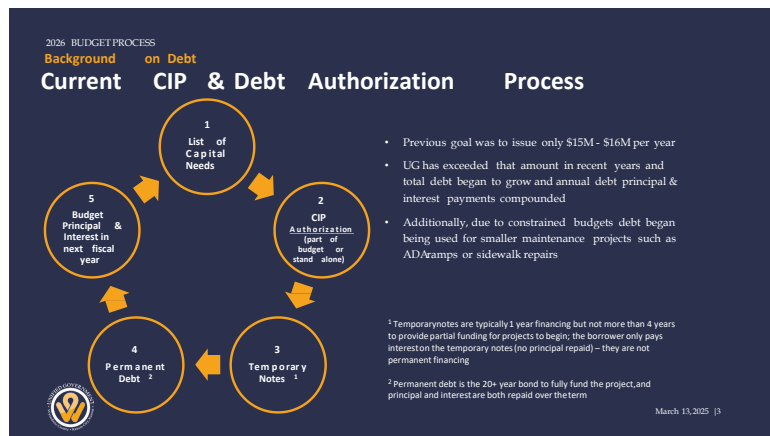
The purpose of the presentation is to discuss our current debt financing approach, so we're going to spend some time talking about the process. We're going to look at the outstanding debt portfolio, the existing debt that we have that we're still paying on, the overview of an impact it has on the Annual Budget for the principal and interest payments and then discuss proposed strategy for both the city and county and Enterprise Funds that might assist the Unified Government in getting our debt to be more manageable.

Before I jump into that, I wanted to just backup for a quick minute and remind you of some terms. So, Capital Projects, what we're talking about is Capital Improvements that typically have a life cycle of 20 years or more, so Capital Improvement is more of a permanent improvement. It's things like roads, sewer lines, buildings, and maintenance items really are not ideal for being a Capital Project. Those are really Capital Maintenance and we'll talk some about the strategy that we've had to use in order to help meet some of those needs and how we can unwind that a little bit going forward.

The Capital Improvements Plan is a 5-year plan. It is part of our budget process, but I do want to highlight that we have a policy that was actually adopted by the Commission that shows that only the first year of the CIP is actually adopted and those funds are appropriated. It's a plan, it gives you an idea of the overall direction that we're going, but those funds are not actually appropriated, which I know we've had some discussions even most recently about Fire Station 20, for example, in terms of that first year is what's actually appropriated and available.

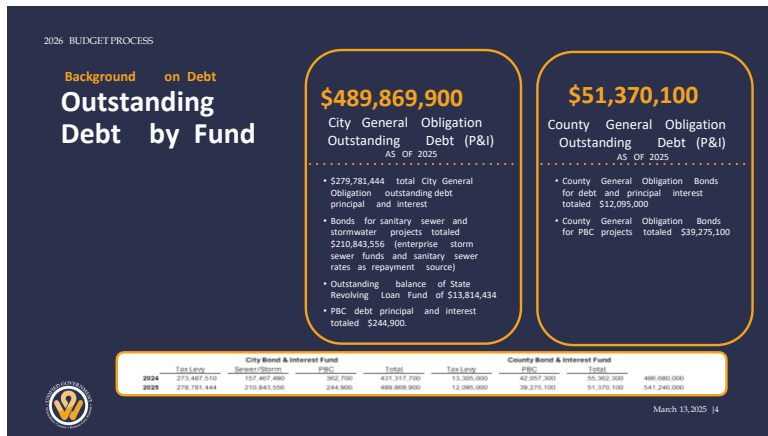
We also have funds that are funding Capital Projects that are cash funding. That's in the budget in the CIP. We have lease financing that's typically shown as Capital Equipment, which some of that is done through lease financing and some of it is budgeted within the departmental operational budget. Then, we have GO Debt, which is typically repaid over 20 years, which is

again the life cycle of that Capital Improvement, but we're going to spend a little bit of time talking more about General Obligation Debt tonight, not so much on the Capital, cash funding and the lease financing. Those will be topics we bring back as part of the budget proposal.



Currently we follow this process. We have really five steps to it. We have the departments identify the list of the needs, the Capital needs that the UG has. We have a CIP, like I talked about, that gives authorization and then we have Temporary Notes, which is something that we've used traditionally here at the Unified Government, which are typically not the full amount of the needed projects, but it's a portion of that amount and it is one-year financing typically. It can go up to as many as four, but you're not making any progress on the principal. You're just paying interest on those funds and it allows the project to get underway.

The next step is typically a year later, then we bring back permanent debt for authorization so we refinance the temporary notes into permanent debt as well as any additional funds on those projects that had been spent through the authorizations, which means in essence we are cash flowing that difference. Then, the next year is when the principal and interest starts showing up in the budget and so this is just to illustrate to you that it's a full process that we go through in terms of Capital Improvement needs and funding at least under the current plan and process.

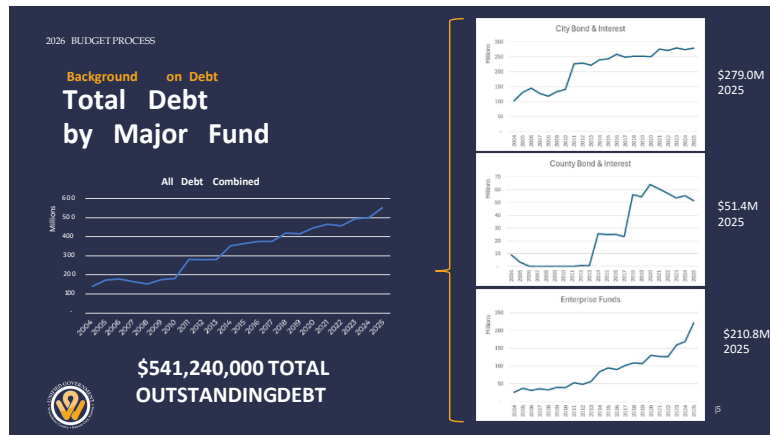


In terms of what this strategy has brought us to is Outstanding Debt by Fund. On the city side in the City Bond & Interest Fund you would see there's a variety of things included in there. The storm and sanitary sewer, projects are in there, the General Obligation projects are in there that are repaid with the tax levy, the Public Building Corporation funds are in there, which is also paid with the tax levy, so you have a total list there.

On the county side we have some county funds, but there's a statute that limits how much General Obligation County Debt you can issue. We use a mechanism, the PBC, the Public Building Corporation on the county side more often because it provides more latitude and more capacity. For illustration purposes, when you add that together, that gives us about \$541M of outstanding debt right now. That's debt that we're still paying on and it's a substantial amount, and like I said, we are in the process of updating that to make sure that we've conveyed the information completely.

There's some other kinds of debt such as Tax Increment Financing, for example, which is paid with property tax that is diverted from the County or City General Fund and it is put into another fund to then payoff a project that we issue bonds for. That's not illustrated here, but there's all sorts of bonds. There's also STAR Bonds as a point of reference. This is just a component of the bigger picture and when you add all of that up, and again, this is off of what we are currently paying down you really do get to a point where you're upwards of almost a billion dollars in terms of debt. When you start looking at all of those and go back to the bonds that we're paying on still and you go back to the original issuance and you add that up what the total is and that's a number that we'll be getting out to all as we confirm it. We just want to make sure we're picking up the right numbers.

For the city side, it totals up to \$489M on the city side for '24. It goes up to—I'm sorry, the reference is incorrect at the top. That should say, no it's correct, I'm sorry, so for '25. That's for '25, so it's \$489,869,900 and then on the county side, the total, again, bonds that we're still paying on is about \$51.4M.



This next slide is just an illustration to just really graphically represent the same information. It's intended to show you that over the last 20 years the use of debt, the issuance of debt has dramatically grown and it's been a process over time and it's not something that can be immediately addressed because it took time to get to the point where we are now, but we do have some ideas about how we could make that more manageable.



The other thing that is important is that we've listed off a number of projects that these funds have been used for. This is not an exhaustive list. This is just an illustration and I do think it's important to note that it's not that the Unified Government was doing something wrong. It is that we have a

lot of Capital needs. We have a lot of needs, we're trying to address them and that's resulted in a lot of debt being issued and we are looking at ways of how can we may be able to slow that down some and how can we make it more manageable over time, but these dollars went for real things. They went for things that we can see all around us. It paid for two fire stations, it paid for the plaza work that's going on still today on the City Hall Stabilization Project, Leavenworth Road Improvements, so you can read the list, but there are a number of projects here that clearly show that they were needed projects. This was the way that we were addressing some of our needs.

On the Sanitary Sewer and Stormwater, you all are very familiar that we have a consent decree and so we have been able to complete some of those projects on the consent decree. The way that we have financed those projects has been through debt. We also, for example, recently completed and opened the Wolcott Treatment Plant and that was a \$65M project. These are necessary things, but they're also very expensive, they're completely appropriate for debt, but again, it comes down to what can you afford.

2026 BUDGET PROCESS

**Other Key Initiatives
Funded with Debt**

- Various court settlements (\$18.2M)
- Workday implementation (\$7.5M)
- District Attorney digitization project (\$1M)

	Settlement	Amount
2010		\$432,484
		\$77,408
		\$507,787
2012		\$258,333
		\$516,667
2013		\$329,518
2014		\$257,500
		\$210,000
		\$1,520,000
		\$387,661
		\$766,353
2015		\$211,214
2023		\$12,751,511

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Other things that we have funded with debt that aren't really a traditional Capital Improvement, we have had a situation where we've had a variety of settlements, legal settlements that we have done debt financing for. In every case those were approved by the Commission as that was the mechanism for us to pay, but this is also a good reminder why those fund balances are so important because a legal settlement may not be anticipated and you may need to look to use your fund balance if you have it available to meet that need.

We purchased a new financial management system, Workday, which was purchased and implemented over the last couple of years. In '23 most of the system went live, but in '24 all of payroll was moved over, so it's really since '24 that we are completely implemented in terms of

what's called Workday, which is a financial management system. It also manages like the positions, payroll, accounts payable, it's the whole system, it's our enterprise system.

Then, we had the District Attorney Digitization Project, which became a need and was brought forward to the Commission for consideration and we did issue debt for that as well. That's just an illustration of the types of things that this debt has been issued for. All worthy and important things.

2026 BUDGET PROCESS

Debt Annual Budget
Impact
Principal &
Interest
Payments

Year	City General Fund	City Sanitary Sewer	City Storm Sewer	County General Fund
2015	\$24,644,808	\$4,857,009	\$809,725	\$2,306,962
2016	23,309,101	5,110,270	1,103,125	3,162,795
2017	25,968,479	6,828,760	1,103,930	2,941,388
2018	25,351,042	6,979,073	1,240,210	3,323,002
2019	28,123,720	6,970,434	1,718,790	5,370,945
2020	31,109,204	7,097,958	1,729,588	7,576,822
2021	25,770,671	7,576,732	1,720,332	5,982,330
2022	29,986,365	8,851,315	1,884,482	5,800,635
2023	31,386,111	11,093,291	1,964,722	6,112,177
2024	32,876,880	12,060,764	1,944,728	6,149,624
2025	33,973,196	13,431,128	2,048,794	6,944,548
2026 Estimate	35,173,196	16,729,880	2,064,493	6,944,548
Net Change 2015-2025	\$9,950,012	\$8,874,115	\$1,239,069	\$4,637,586
% Increase	93%	170%	153%	202%

March 13, 2025 JB

What's happened is that over time as we've issued more and more debt the impact that it has had on the fund for the operating cost has been pretty substantial. A way to think about it is every dollar that goes to debt is a dollar that cannot go for operating costs, property tax reduction, cash projects, new positions, so forth. For every dollar that's going to pay debt, we've made these commitments that are binding commitments that we have to pay these debt commitments, but it went from, for example, in 2015 the City General Fund was about \$24.6M and that was the annual—just principal and interest payment, that's not the total outstanding debt, but that's just the annual payment.

If you look at where we are and at what we're estimating where we'll be at in 2026, we will be at \$35.2M, so you can see that has grown—through '24 its grown almost \$10M. That's an annual payment so you can see how it started compounding and impacting really all of these funds. For Sanitary Sewer we were at \$4.8M, we're now at 16 or soon to be at \$16M. The '24 number was the \$12M, which was an \$8.6M growth. You can see the change. The reason, you know, things keep evolving and so we just closed on the bonds that were approved by the Commission recently. We've got an estimate for the principal and interest on those bonds built out here, but in

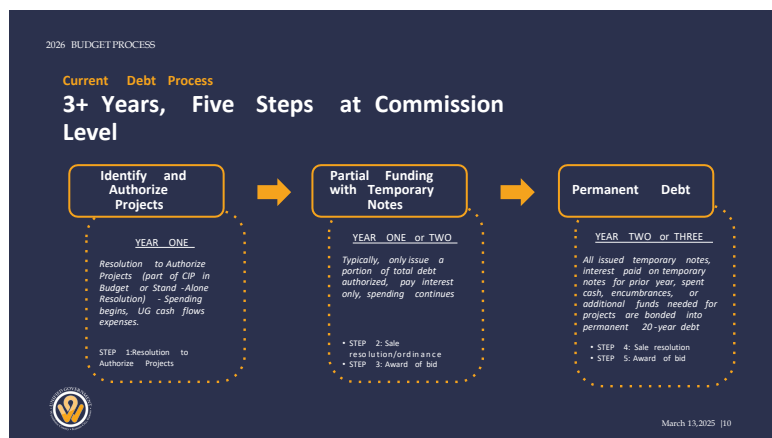
terms of what really has happened—in terms of 2015 to 2025, the 10-year change is why I thought it would be better to make that comparison because that's in the current year budget.

We already know for next year's budget we're going to have some increases. In terms of the debt payments you can see them here and we've got some strategies about that. We shared at the time that we would use some of the fund balance only in the Bond & Interest Fund to help pay some of that principal and interest during the next year, not all of it, but a portion of it and I'll explain that a little bit more here in a few minutes.

You can see that the Storm Sewer has also grown. It's more than doubled from \$800K up to a little more than \$2M. You've got the County General Fund, which is a smaller amount of money in terms of total principal and interest, but it's also grown pretty significantly from \$2.3M up to \$6.9M. That's a pretty steep increase in terms of the impact that's having on the County General Fund on the operating side because these dollars are having to go over on the debt side.

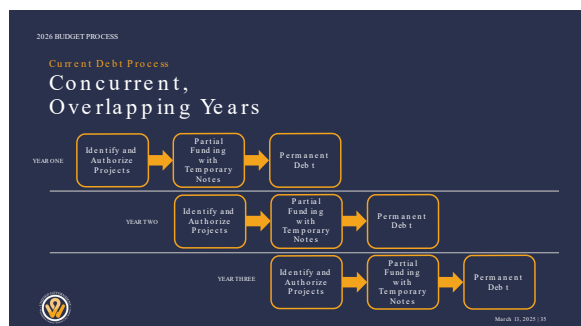


This is just really meant to show you an illustration just like the total debt that's outstanding was increasing rapidly, this is an illustration of those annual Bond & Interest—Principal & Interest payments. They were also increasing at a pretty rapid rate, so it's intended to just illustrate that for you over the last 10 years.

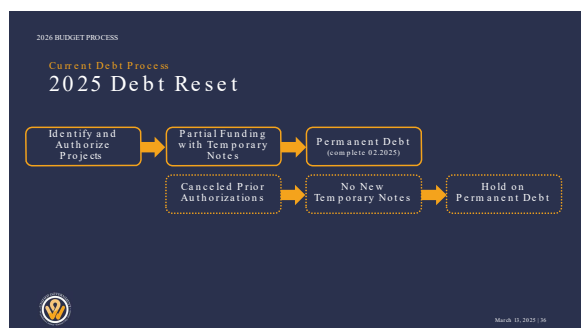


Shifting gears a little bit, with that current process that we have where we have a CIP and then we have authorizations, we do Temporary Notes, Permanent Debt, and then we have our Principle & Interest that gets built into the budget. This is illustrating the things that the Commission has to do in that current process. In the very first year, sometimes it's been part of our CIP, but sometimes it's been standalone, the Commission would authorize projects to begin spending. The key about that is that there's no real money with that, so it's authorized, but there's not actually cash, which means if we start spending it, we're cash flowing it. We're cash flowing that project. When we brought that project back before you before, and I think I've got a slide coming up on the \$88.3M. A portion of that, a significant portion about \$27M was authorized money, but we did not have temporary note cash, so it's risky to do it that way because you're spending money that you haven't issued yet and that's also something that's happening in year one.

With the second step of the process, you typically will then do partial funding with temporary notes. That's our current process and the Commission does two things. They do a sale resolution and ordinance, which is what is required by statute and then they do an award of the bid, typically 30 days once we are closing on the bid. That is not a required step, but that's what we've been doing and then it's not until year two or three that you start actually—we go and we do the permanent debt from the temporary notes and the cash that was spent. We roll that into permanent debt and that's when we start paying on principal and interest and then it's not till year four that you'll see the bond interest payment—principal and interest payment show up in the budget. It's a lengthy process and it's very easy to kind of lose sight of or we have new people that have come into positions and so it's this evolution of decisions over a period of a fairly long time and then it overlaps.



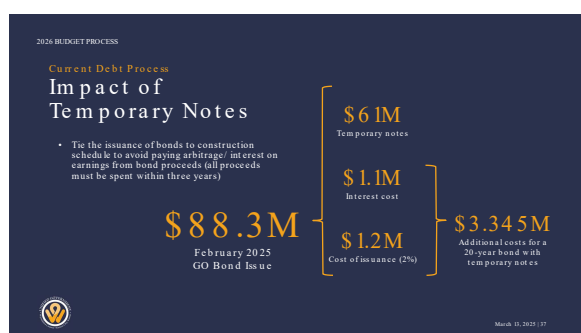
On this slide it's just intended to show how it compounds because each budget year we're doing all of these steps. It's just each year is at a different step of the process, so you get to a point where you're doing temporary notes, permanent debt, and authorizing new projects and when that happens, you know, it starts adding up in terms of future commitments. A different way to think about it is its decisions that you're making now in year one or two that you're making that will affect 20 years and making sure that we equip you with information as to what that looks like over the longer term.



In terms of where we are right now, as part of the debt discussion and a part of the budget last year we decided to do a debt reset, which was to just take a pause to try and figure out what our strategy should be, what's going to be financially affordable, what's going to be more manageable. So, we have identified and authorized projects through the CIP that did occur, but we did pause prior authorizations. Again, that means authorized, approved, but no cash. There's no money in the bank to pay for that. Partial funding with temporary notes, that's something that we just completed

the last step of that long process, multi-year process, for the final outstanding item that we had with the permanent notes that we came forward with. What we propose is that we're not doing any temporary notes, in particular this year, but probably not going to be using that strategy going forward.

Then, we've held on any additional permanent debt so we can have this discussion and we can make sure that it's affordable over the long haul and you understand the decisions that you're making in terms of every dollar that's going to debt is a dollar that's not going somewhere else. We just want to make sure that you're making informed decisions.

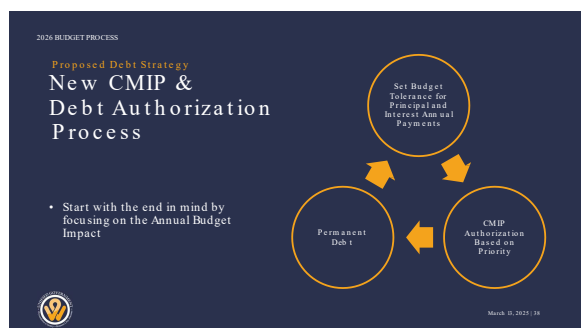


I mentioned that we likely won't be doing temporary notes in the future. This is not unique to the UG. There are other communities that use this, but not really to the extent that we were using it and even for our own appetite over the years the amount we were issuing in temporary notes kept growing and growing and the idea was that you were trying to time your construction with the temporary notes so that you're doing the initial design, land acquisition, that kind of thing. Then the permanent financing would be once the construction, the final construction of the Capital Project has started. You've got a firm cost estimate, so it's a strategy that has some sense to it, but the downside is that it costs you more to do it this way.

The last issue that we did, the \$88.3M, as a reminder we had City GO projects in there and we had Sanitary Sewer projects in there, but in total we had issued \$61M in temporary notes the year before. You can see \$88.3M is more than 61, which means the difference is how much that we had actually had departments spending on those projects because our process authorizes them to. They're not doing anything wrong, but there's a risk with that in terms of you're going

to have to come up with that money because it's not budgeted per se because it's intended to go into the permanent debt.

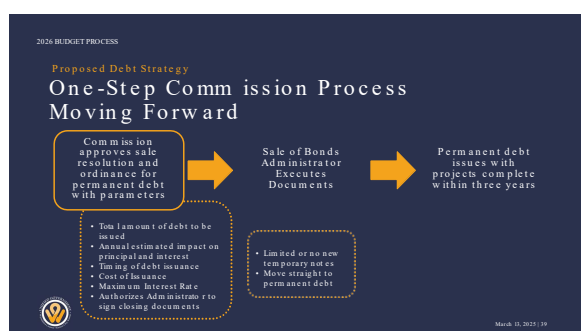
The other thing is that—two things roll into the permanent debt that come from only the temporary notes, which is temporary notes are interest only payment, so you're making no progress on your principal and in this case the interest costs were about \$1.1M. The other thing is that you pay cost of issuance on temporary notes, which is generally 2%. When you roll over to your permanent debt, you're actually going to be paying interest on interest and you're going to pay cost of issuance again, so we're doubling up on some of our costs to use this mechanism and in this case it's at least \$3.3M more on a 20-year note one bond issuance. It's a structure that, as I said, others use but it's at the magnitude that we're using it, it becomes not necessarily the best financial decision for the UG when our dollars are so constrained and we're incurring cost on these projects that otherwise we would not incur. We could go straight to permanent debt.



We're looking at a simplified process, which is really a couple of things in terms of communication, managing expectations, being clear with what projects are being funded and where they are in the process and understanding the impact it will have on the Operating Budget the next year for principal and interest. A way to think about it, and I'm sure you've heard this, but start with the end in mind. In other words, instead of saying we're going to look at all our Capital needs and we're going to pick out the ones that we feel we need to do next year because they are all very needed. It's not that they're not needed. We're going to start with the end in mind and say, okay, depending on the strategy that we use here's how much money in the budget we have available for additional debt based on principal and interest. So, using that strategy kind

of sizes or constrains the amount of debt we would issue. It helps us manage it and it's another part of the strategy that will also help us bring the debt down overall over time. We would set the budget tolerance, we're starting that discussion now, how much money do we have to issue new debt to meet our Capital needs. We would have the CIP that would be incorporated in the budget document, but we would not give spending authority as part of that, which you may or may not know you were doing, but that is how it was working.

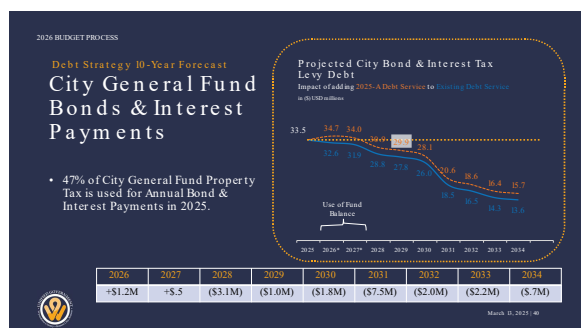
Then, we would move straight to permanent debt so that we don't pay that extra interest and cost of issuance, so it's going to stretch our dollars a little further.



What does this mean? In terms of the Commission we've been talking with Bond Counsel and our own Legal Department about how we could simplify this process and the Commission has two things by statute they have to do, they're required to do if you're in agreement that we're going to issue some debt. You do a project resolution and that approves a list of projects to be funded and the dollar amount to be spent and you do a sale resolution and ordinance because we're a city and a county that will authorize us with proceeding with the debt sale. Those are the two required steps. In the past we were doing one of those in one year and we weren't doing the other one until the next year and it's just easy to kind of lose sight of what's being approved, what's really happening, what's being constructed.

So, putting this all together in one action, well actually two actions, but one night would give you the full picture of what you are authorizing and what you're authorizing be included in the bond sale for permanent debt. We would have the sale of the bonds within 60 days. The Mayor executes those documents post sale. You're not required actually to vote on them. If you wanted

to, you could but it would still be within a short amount of time. We would certainly be advising you here's how the sale went, here's how much we think we saved or what the market was doing and then we have three years to complete those projects and we have three years because there's something called Arbitrage, which basically says you can't issue debt to make money on that money. We do get to during the three years invest those dollars and make interest on them and we do, but we can't go beyond that or we pay a penalty. We have to pay it back basically and it doesn't read well to the bond community. We've got to streamline our internal process a little bit so that we're getting those projects done within three years, so that's some changes within the departments that administer these project would have to be made to streamline that process.



In terms of how much money begin with the end in mind, how much money do we have. We've got under the City General Fund bond, principal and interest payments. As you all know, we pay 44% of our mill levy, property tax mill levy towards annual bond and interest payments, so that's where that 44% has come from. If you were to look at the total city mill levy and you look at how much is going into the City's General Fund Operating versus the Debt Fund, it's 44% that's going into the Debt Fund. We've talked about our desire to try to bring that number down over time, so debt will be retiring in 2028 and we can talk about what opportunities that presents here in a moment.

I also want to thank the Commission. The Mayor, the County Administrator brought forward some ordinances for you all to consider that as economic development issuance expire, that those dollars would be considered as ways to bring down debt which could be used for either property tax reduction, meeting operational needs. Whatever direction you end up going, but

you've already taken some actions that will help us manage our debt differently and help bring this number down.

The second one was the new growth. The portion of new growth that you would like to see considered going towards debt reduction or property tax reduction. You know there's a variety of things that could happen and to put that in perspective for you, in 2024 for new growth only, so not reassessment, not remodeling, just true new growth, it would be something that was built and completed within that year, that's when it comes on the tax rolls. So on the city side I worked with the Appraiser's Office, we had \$39.7M of new growth, which that's appraised, which results in \$5.7M assessed value. We can calculate out the math. I just ran out of time, but to say how much is that. That'll be part of our budget presentation. We'll tell you the number, we'll tell you what the 10% would be, which is what the ordinance says for that one. The other one is 50% and then the County Administrator will make a recommendation and then it's up to the Commission to do what you see appropriate.

On the county side we had \$44M worth of appraised value new growth, new growth only, and that was \$6.4M in assessed value. There is new growth that's happening and the Assessor's Office can separate that out for us so that we can see how we could calculate that to give you good information to make decisions on. The other part of it is that we will start retiring debt. We've been retiring debt over the last number of years. We really on the city side don't have a lot of latitude because we just approved that \$88M that had been approved three years ago had really been spent so we know that principal and interest payment is hitting in '25 and '26. You can see it on the chart, so the blue line is how much was existing debt on the city side only, General Property Tax Fund. The orange line is with that new debt added on, so you can see that we're using that capacity over the next couple of years and that was even using the strategy I mentioned in terms of using some of the fund balance to pay for that principal and interest because in that particular fund we have a little bit more fund balance than we really need and that money is specifically earmarked for Bond & Interest payments.

You can see in '28 is when we start getting a little bit of free board. You've got the straight line that's on there and then you can start seeing we're going to start retiring some debt and we can calculate that each year based on the debt schedule and that is opportunity.



When you look at our capacity, which is only because of the retiring debt, you're not looking at these other mechanisms that you all have asked us to take into consideration with economic development agreements that are expiring, with the new growth in property taxes. This is just for the capacity due to retiring debt and you can see out in 2031 there's a really significant payoff. We have a lot of our debt, which is going to be repaid and you go back in time and figure out why we issued so much debt then and it had to do with being right after the 2008 housing bust, the recession, and the feds were offering incentives to issue debt. They were doing what they could to support the economy. It was extremely low interest money and we took full advantage of it, which the beauty of that is now when we're in a tight time if we can do some things over the next couple of years, tighten our belt, we're going to have opportunity here in the next few years that provide a lot of choices and we'll talk about some of those in a moment.



When we started thinking about—we're going to be retiring debt and if we just start on the premise of what if we flatline—okay, our current—with the debt we just issued roughly our current

principal and interest on the city side, just the property tax, not the stormwater, not the sanitary sewer, not the county side is about \$34M in terms of principal and interest and that's going to be true for the next couple of years, but then in those next year's we start seeing some capacity. So when you're evaluating what could we do in those years, there's lots of choices, so one choice is we could have additional debt to meet some of our project needs and we would set-aside the money to pay that principal and interest.

Another is we could say no we're going to not issue more debt, we're going to take advantage of that paying off that free board and we're going to be more aggressive about reducing the amount of property taxes that's going to repay these because the more you payoff and you don't issue, you're paying each year less and less and less.

You could also—that frees up capacity to do property tax relief. Another thing it can do is help move some projects from the Capital Debt Projects to Capital Cash Projects and I'll pause here. I haven't mentioned that yet, but one of the issues that we've identified is that we are funding some maintenance type operations—not operations, but projects out of the debt that really don't belong there. They don't have a life of 20 years. An example would be ADA ramps. Those are very important, but they should be in the Operating Budget. They shouldn't be in debt where you're going to end up paying almost twice for the same thing and on this last issue we had several smaller projects that were on there, \$100K that we need to move away from that. That's not the best strategy, it's costing us more for very little return and for Capital Projects that probably don't have a 20-year life. So, just rethinking our strategy, but in all honesty, this was a strategy to meet the needs that we did not have cash for, so it's not that it wasn't understood, it's just that there's a lot of needs and we were trying to be creative and find ways to meet those needs.

The other thing we could do is have less property tax going for debt and more going for operations to add positions. You've heard presentation from the Fire Master Plan, for example, and the need for future additional positions, which may or may not be something you advocate, but it's like, you know, just from a general sense we know that there's going to be areas that we need additional positions. This gives you flexibility to consider all of those things and then make the best decision and it can be a combination of these, the best decision that can be made.

General Fund Debt Strategy 10-Year Forecast

- Recommend level annual principal and interest costs at approximately \$34 million (2025 baseline)
- Maximum amount of project costs to be bonded estimated (dependent on interest rates at the time)

	2026	2027	2028	2029	2030	2031	2032	2033	2034
Annual P&I Payment	\$32.6M	\$31.9M							
Including 2025 Debt	+\$2.1M	\$2.1M							
	=====	=====							
	\$34.7M	\$34.0M	\$30.9M	\$29.8M	\$28.1M	\$20.6M	\$18.6M	\$16.4M	\$15.7M
Net Change Due to New Debt or Debt Retiring	\$0	\$0	(\$3.1M)	(\$1.0M)	(\$1.8M)	(\$7.5M)	(\$2.0M)	(\$2.2M)	(\$0.7M)
			=====	=====	=====	=====	=====	=====	=====
			\$34M	\$34M	\$34M	\$34M	\$34M	\$34M	\$34M
Maximum Project Amounts for New Debt (\$13M : \$1M)	\$0	\$0	\$40M	\$13M	\$23.4M	\$97.5M	\$26M	\$28.6M	\$9.1M

When you put numbers to that thought, this chart is intended to look at what our current annual principal and interest is and what it will be over the next number of years through 2034. The top line shows you that roughly 34M, okay, it's a little more in '26, but 34M and then it drops down to 30.9. Again, these are principal and interest payments, which means we have about \$3.1M worth of debt that's being paid off, which means we won't have to pay \$3.1M in principal and interest. Well, there's choices to be made there. If you were to issue more debt, it's kind of a 13 to 1 ratio based on the debt we just issued. For every million dollars you have in principal and interest you can do \$13M worth of projects, so just a good rule of thumb, but that is 100% market driven. The market right now is very volatile, but this was a good estimate and we would update it each year as part of the budget process, here's what we're retiring, here based on current market conditions are what we believe could be done.

If the decision was to flatline for the next number of years at 34M, don't have more principal and interest, you might be issuing debt but you wouldn't go above the 34 roughly, that gives you capacity to do a lot of Capital Improvements. It also requires discipline, especially in the next two years, just throwing that out there.

Debt Strategy
Alternative Phase In Option to consider for City General Fund
3 Year Plan

2026 *	2027 *	2028	2029-2034
+\$770K Principal/Interest	+\$770K Principal/Interest	+\$1.54M Principal/Interest	TBD
\$10M Project costs	\$10M Project costs	\$20M Project costs	

Another idea is that we take that '28 opportunity, which is \$40M and we spread it out and we do \$10M next year, no more than \$10M new debt, and \$10M the next year and then \$20M and then we can go from there. Then we start getting into those years where we're having a lot of debt retire and that just provides a lot of opportunity for the Commission to consider and understanding that we have a lot of Capital needs, understanding it didn't feel very feasible, you know, one process would be don't do any more debt for the next two years. Another would be spread that third year, 2028, calculated savings out over the next couple of years and we can afford to do some projects and there might be only one or two depending on what was approved, but we could keep moving forward on some of these plans. So, this is another option for you to consider. I will caveat that if we go revenue neutral, that would be a different ballgame because we're incurring additional cost. It's \$770K a year roughly that we would have in additional principal and interest, so we would be in a different position because we wouldn't have the revenue growth to cover that and we'd have to come up with calculations and additional scenarios for you to consider, so that's an idea of how we could manage our debt.

Something I haven't said, but I should say, is that as our overall assessed valuation goes up and let's just say it only goes up 2%, super conservative, so 2% and we're keeping our debt steady. Over time, just naturally, it's going to be less percentage of our tax levy—our mill levy, so it's 44% now, but because the assessed value will go up but the amount of money we're setting aside for debt stays flat and then that percentage is going to go down. It's a strategy to try and help think about how do we tackle that issue because again it didn't happen overnight, it happened over time and it would be something that would be unwound over time, but it would accomplish that.

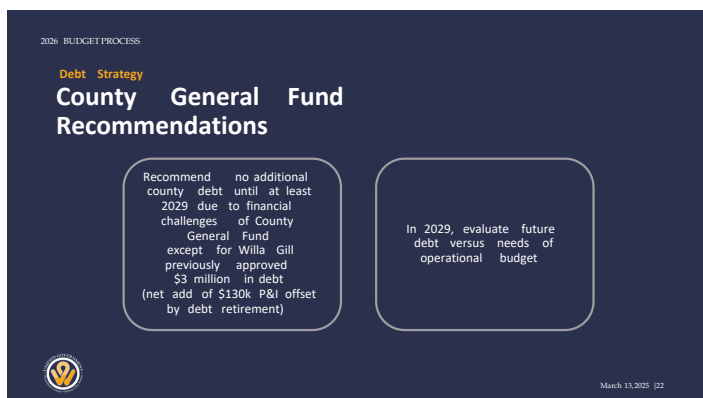


April 3, 2025

So, the same concept applies on the County General Fund side. We really don't have a lot of opportunity in the next few years because there's not—honestly there's not a lot of debt issues that we've done on the county side. We've done some very big projects. The Juvenile Jail, for example, the Emergency Management radios, so some high, high dollar value, but in terms of the number of projects, there's not nearly as many. You can see a lot of those years you're not going to really be paying off any debt. The only caveat I would say is you see from '25 to '26 that it goes from 6.38 to 6.28, so that's about a \$100K savings. What we would recommend is that we proceed with the match money that has been previously authorized. We would bring that back to be reauthorized and issue the permanent debt for 3M for the Willa Gill Replacement. We have Cerner money for that, we have some cash money for that, and then we had the 3M that was identified for debt funding, and so if we going to proceed with that and be able to afford to build something, we would recommend we go ahead and do that. That would be the one project previously authorized that we bring forward. We would have you reauthorize it as part of that permanent debt and the net difference because we're talking about \$3M, the net difference in the annual principal and interest with that little bit of retirement and the 3M more in debt would be about \$137K. Now, that is not a lot of money in the bigger scheme of things, but it is a fund that is struggling. The County General Fund does not have a lot of money capacity and we know that the fund balance is down and we know that the financial forecast that the Budget team shows the Commission as part of the budget every year that the fund is struggling. What makes it even more challenging is that the fund is paying for critical Criminal Justice functions that aren't really discretionary. It's paying for your jail, it's paying for your court system, it's paying for your District Attorney, and the Sheriff's Office, so these are major consumers, if you will, of the County General Fund, so there's not a lot of latitude in terms of what could we reduce, what could we cut out of that fund to meet those minimum requirements because the bulk of the fund are those truly Criminal Justice System related core functions.

There is opportunity using the same thought, the same strategy. In 2029 you can see that we start retiring some debt and so that would free up about \$1.121M in terms of annual principal and interest payments that would go down because we paid off debt and an idea would be that you could issue \$14.3M in terms of new debt. If additional projects are identified that gives us some opportunity without increasing the current amount of principal and interest that we're paying, so we're basically just taking advantage of that differential, which could be used for debt or it could

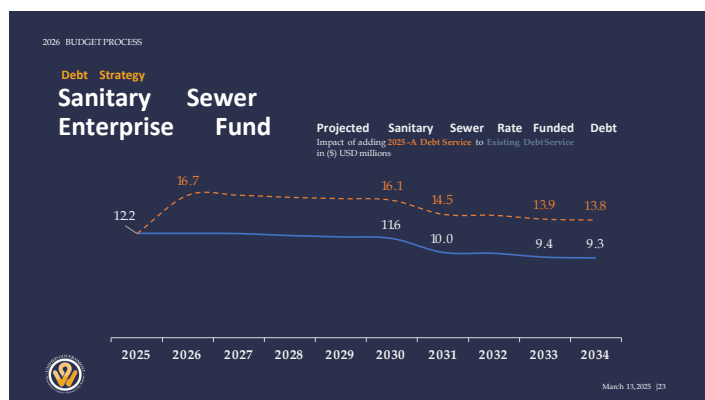
be used for cash projects, then you're not paying interest on them or it could be used for property tax relief or operations. There's a lot of options here. This is 100% property tax in terms of the money that goes to fund the debt on the county side and we do talk about on the city side that is 44%. On the county side it is 6%, so it's a lot lower percentage of the mill levy that's going to debt. We have a lot less debt in total, but it's in a fund that is struggling because it has core mission critical functions and that fund just simply isn't keeping up with the spend in particular for the jail. That was something that the Sheriff had shared during the budget process and it's a concern to be able to manage that system because you just receive what you receive from the courts and it's not like you can necessarily—well, without the court you can't let anybody out on like supervised release. You have to keep them in jail and so it's kind of a cost that the Sheriff really can't control. It's just food for thought in terms of this fund, while a lot smaller dollars, also is a fund that has a lot more challenges financially overall.



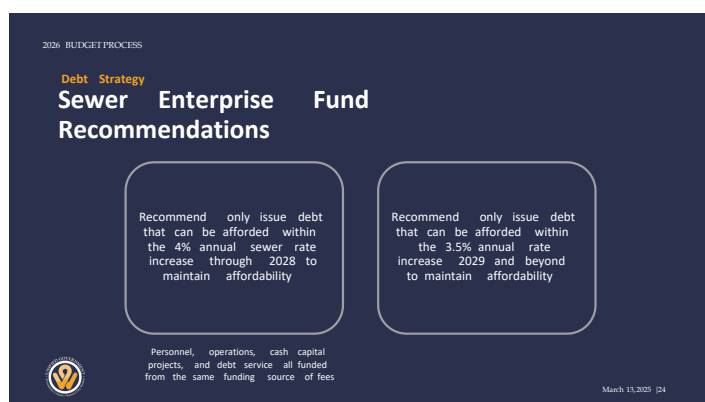
Another point is that the last time we actually issued debt for the county was in 2021 and that was doing some improvements to the Adult Jail and then in 2020 we did the Juvenile Jail. We haven't really done any county bond issues in a number of years, so it's not like there's a whole bunch lined up that we're going to have to cancel or put on pause really for a period of years. They're just different needs. There's not as many facilities Capital projects. They don't pay for the roads, for example, and doesn't come from the county side, so it's just a different nature of a fund.

We would recommend that we don't do any additional debt particularly knowing the situation with that fund except for the Willa Gill for the \$3M to help get us across the finish line on that project that the Commission has given support to. Then, we would start evaluating the future needs in 2029 when we start seeing additional debt reduction, so that would be our

suggestion on the County General side, which again, can only be used for County Capital Improvements. Most of our debt, most of our Capital Projects are on the city side.



In terms of the Sanitary Sewer Fund, so with the project or the permanent that we just did, you can see we went from 12.2M and that was our existing debt, to 16.7M and that's principal and interest payments. A lot of that bond issue—it was roughly say 55M was Sanitary Sewer Projects. They had calculated in the rate analysis that additional 4.5M to start going towards debt over the next number of years.



It's built into the rate model, it's something they can afford with the constraints that the Commission has put on them, which is we're not going to do anything more than the 4% over the current rates through 2028 and then that drops down to 3.5%. That was all calculated, as I understand it, in terms of the consent decree and these required projects to get us through meeting those legal obligations that we had. They're working on that model continuously because the sewer rates pay not only for the debt payments for Capital Projects, but any Capital Maintenance that's paid for from the operations as well as the operational cost.

April 3, 2025

All the operations related to running the pump stations, the sewer treatment plant, all of that is all funded from sewer rates, so they've got to look at more than just debt variable. They're looking at all of those variables and making sure that they can stay within that 4% annual sewer rate and I will tell you that is challenging because the cost of construction has gone up significantly since COVID and, frankly, for all kinds of construction. There's been this rapid increase more than just normal inflation on the Capital side. They're looking at that, they're updating the cost assessments of the projects, they're trying to balance that out, but for what was just approved that had been built into the model. So, anything that we bring forward, that will be part of our conversation is this in the model, does it fit within the 4% annual sewer rate increases or what are the other options. They could slow down the projects. I guess they could ask for higher increases. I don't know that that would be received very well, but they're trying to balance that out because we do have some legal requirements we've got to meet.

We are suggesting that we tie our debt to the rate model and we try to limit our debt somewhat to the amount that we have currently so it doesn't start taking on more of that operating cost like we have going on the City General Fund side.



That's a lot of information and I hope it gives you some food for thought. We're responding to the idea that the Commission has advocated that we need to come up with a better strategy on debt to manage—to make it more manageable. We've come up with ideas of how could we do that in terms of issuing debt, holding off, putting some caps on what we issue over the next few years and then that gives you more opportunity to make decisions. It really does require—and it is hard because these Capital needs are very important, but it may be that we have to slow them down for a couple of years until we get better opportunity in the out years because we don't have enough

money to keep pulling for more debt, so we're trying to keep the money that's in the Operating Fund there and not pull more towards debt and yet also balance with meeting our Capital Needs. To me the light at the end of the tunnel is that we are going to be retiring a lot of debt over the next 10 years and that provides an enormous amount of opportunity, but we're just not there yet.

Every year we look at what can be paid off early and we have actually a policy that has been adopted by the Commission. We look at any debt that has been in place for 10 years or more. You can't do a call, you can't refinance or payoff until you hit 10 years. That's general practice, GO Bonds, because the people who buy these bonds—because these are real people that buy these bonds, they are expecting a return on their investment, so they're guaranteed they'll get 10 years, but at that point we reevaluate should we refinance, is there better interest rates, could we payoff early with some of the strategies that we've identified. We look at that every year and so that will be things that as those opportunities come up we will bring those forward for the Commission to consider because the whole strategy here is how do we reduce our debt because that provides our flexibility to be able to meet so many of our needs including tax reduction, tax relief, and Capital needs and not paying interest on small little bitty projects.

I mean there's so many things that we're trying to tackle all at the same time, but we feel like this is feasible. This is something that we could do with the Commission's support, so you all have already started the process, the journey with some of the ordinances that you've approved and we do appreciate that because that gives us some direction of things to consider to bring forward that help to round out this process. We've got debt retirement, we've got these two ordinances, so all of that can be considered. It's the Commission's budget at the end of the day. You may say Shelley, I don't care, we need to have more Capital Projects so we're going to issue more debt and we understand we're going to pull more of the mill levy to pay for that debt. That will be an intentional decision, but part of the reason why we're recommending a more simplified process is so that you're making that decision all at once. You're not making decisions over four years where you're authorizing temporary notes, permanent debt, principal and interest. You're making it all at once. You're saying okay, authorize the permanent debt, as part of the budget we'll have a plan, but we'll have you authorize and do the permanent debt, which once again, is part of the strategy because we won't be paying interest on interest and cost of issuance twice, so it'll cost us less. It stretches our dollar and so it will all be at one time and we'll be able to convey after the sale based on the interest rates we get what's going to be the—we can estimate it, but

what will be our principal and interest that starts coming due when we start paying the bonds back, which is in the next year so we know what the commitment is.

You authorize debt, but you also know—you pre-decided how some dollars are going to be used in the next year, not four years down the road because there's just too many moving parts to keep track of, but it's very succinct and it helps us be able to convey to the citizens, to the public exactly what it is that we're doing, when it will start and when it will be getting done.

With that, I'm glad to answer questions. Debbie Jonscher is here and Reggie is here as well. We've had lots of discussions about debt. They're very knowledgeable. You may have more questions, we may be able to answer them or we may want to say we'll get back to you, but we did want to take a few minutes to go through this and it's just a situation that happened over time. You know when you start adding in some of the economic development bonds you do start getting somewhere close to almost a billion dollars in total debt at the issuance, which there's different funding sources that repay those, but it is a huge amount of money especially for a community that has 169K people. That's not a huge population. We do have a very healthy business community which also helps, so it's just thinking through the strategy and trying to give you some options, ourselves trying to brainstorm some options. We welcome all ideas or good ideas are worth exploring, so I'll pause and take questions.

Mayor Garner said thank you Administrator and thank you to our CFO for educating the Commission and our community on where we stand with our accumulated debt. I think it was valuable.

Commissioner Kane said, Shelley, you said a minute ago if we thought that you need to be corrected or whatever, we could do that, right? **Ms. Kneuvean** said yes, of course. **Commissioner Kane** said I voted on \$2M for the Willa Gill Center. I'm not sure where \$5M came from, which is 2.5 times what we talked about in the first place, so in my mind we need to be closer to \$2M than \$5M and I don't ever remember voting on the \$5M. **Ms. Kneuvean** said I understand and this is—Commissioner, if I can, this is one of the reasons why I want to condense the process and I don't know that people necessarily had a full breath of understanding. If you go backwards in time to the CIP, \$3M was authorized for debt. There was other money. There's Cerner money and other money, but it was authorized for debt. There's ARPA money too. So, authorized in our

past system because I don't want to do this anymore, allow people to start spending. They haven't dipped into this \$3M, but it was authorized by the Commission, but now time forward, now you're three or four years that are down the road and you don't remember that or you maybe didn't even think about what does that really mean and we had additional money that became available through ARPA. So you know circumstances change and it evolves, but that's part of why I really want to try and make this a very succinct process so that when things are being brought to the Commission you know right then and there exactly what's included, exactly how much will be authorized. We'll disclose—there's also these other funding sources, so you're making a holistic decision.

As far as the money that was in the previous authorization, which I can get to you, but if you'll trust me that it was in there, we would bring that back to you to authorize, so you all can have more discussion and what would be the implications of that. That's why that number was used. It was previously authorized as debt.

Commissioner Kane said I'm not sure that came out right, we would come back to you and see if you would authorize it or maybe I took it wrong. I'm still saying and I don't care what your documentation says, conversation I remember was \$2M.

Reginald Lindsey, Budget Director, said where you might be thinking about the \$2M is we put funding in the budget over two years and the first year was \$1M and then the second year was \$2M, so maybe that's what you're thinking about with the \$2M for a total of \$3M. **Commissioner Kane** said yes. I know at the end of the day it was a total of \$3M, but now it's 2 more million. **Mr. Lindsey** said well no, it's not 3 more. **Commissioner Kane** said did you say at one point it was \$5M? **Ms. Kneuvean** said there's \$2M set-aside for the Willa Gill replacement, that is from the Cerner settlement, there is \$2M that is set-aside from ARPA money that was approved by the Commission—or \$1M. It's a total of 5—no, I'm sorry it's 6, a total of 6, I misspoke. So, it's \$2M ARPA—**Commissioner Kane** said wait, stop. I'm saying we need to be as close to \$2M. I don't care where the rest of the money comes. If it was \$3M, Reggie, that's great. I think \$5M is ridiculous, all my point. We went through a whole bunch of stuff in the last several months trying to figure all this out. I mean we should never gave the community college everything we gave them. In fact, we ought to use one of their buildings instead of us having to build our own, but in my mind, somewhere, somehow, I don't believe we should get to the \$5M. It should be closer to \$3M. That's all I'm trying to say.

Mr. Johnston said we'll give you a re-accounting of that. That's the Cerner money, but we do know we have \$2M of certain Cerner money that we're working with now. After that we'll give you the accounting of that and all that. I mean we're not building a Taj Mahal or anything on that regard, but right now it's the \$2M that we're working on to build that and once we get a final estimate from the architect who's presently designing it, that's when we'll get a final dollar amount and we'll be reporting that once we get that from you, but right now I understand where your urgency is coming from. We're here to keep it as low a dollar amount as possible and that has always been our goal, so don't be so alarmed on the \$3 amount under debt. I don't think that's always been—**Commissioner Kane** said one other thing I want to remind is we better build this pretty fast for all these tariff starts kicking our butt. **Mr. Johnston** said okay, so it's our intent to have a very reasonable, affordable building on James Street to meet the needs of our community.

Commissioner Stites said how much money has been voted on and allocated by the Commission for Willa Gill? **Ms. Kneuvean** said we'll bring back a full accounting and then how much has been spent because we bought some land for example, but I believe and I misspoke at first, it's \$2M from Cerner, plus \$2M from ARPA, plus \$3M authorized but not issued and not yet spent in debt. **Commissioner Stites** said so now it's 7. **Mr. Johnston** said we never intended to go that high to any means of the imagination. We'll get you that accounting tomorrow email wise.

Commissioner Stites said I was asking a simple question. Can anybody, if not, just tell me if you can't, at this time can anybody say what amount has been voted on and approved and I know that there's other money that, you know, has been—hey, we could use this for this, but what has been voted on and approved for this project? **Ms. Kneuvean** said technically all of it, but let me clarify. The Cerner money has been approved by the Commission. It was an agreement that we entered into that you all approved. The ARPA money, the Commission approved how to use that money. It's been voted on and approved by the Commission and then with our old debt strategy we do these things called authorization, which is voted on as part of the budget or standalone. They've done it both ways historically, but that actually is voted on by the Commission.

The challenge is and why I'm suggesting a different process is exactly things like this. There's new money that comes into the picture, there's changing circumstances, changing desires

or believe that this was what we agreed to, but whatever the numbers are because I could be misremembering, so give me the grace of that. But all of those would have been voted on by the Commission. None of those are done administratively, but we'll get you the real numbers on what was approved. The positive is that with the \$3M that was in debt, okay, we've taken that away in terms of not authorizing any spend of that money to preserve your choice on debt because we're doing a whole debt strategy and we want you to be engaged around—if that's the decision you want to make. It's not being spent, not being tapped into and that's why we would bring it back to you when we go to that permanent debt. Whatever the direction ends up being if we're going to issue some debt for that project, we would have you reauthorize whatever the decision is, so we have some variables there.

Commissioner Stites said so it's possible that we could say we are not interested in issuing any more debt towards that project and build it for the money that we have allocated towards that project. Is that right, which sounds like it could be—sounds like \$4M or \$5M, somewhere in that ballpark. Am I correct in saying that? **Ms. Kneuvean** said by the time we walk out of here I will have the numbers. I'll go upstairs and get them, but I apologize. There's so many numbers in my head right now, but yes it is possible that the decision of the Commission would be no more money and we'd have to build it with the money that we have. Others would have to speak to what can we build for that amount of money. **Commissioner Stites** said yeah and I think that when—probably when that money was, hey, we'll issue debt towards that, that things have changed. Other money has come in that we're saying could go towards that. The Cerner settlement came in probably subsequent to that authorization. There's been some things that have changed since then. We've realized now from presentations the need for fire stations, police stations, so I just want to make sure that we're looking at addressing all of those and how when we're issuing debt that it is spread out equally.

Mr. Johnston said, Commissioner, I would have to agree with you. I think that \$3M that you're talking about authorization, when you looked at the budget that was passed for FY23, there was no authorization, so all authorizations are off the table, so all that's gone and so there is no authorization spent, so there is no—that's gone. The only thing that was there is the \$2M on Cerner and if there was any approved ARPA and we'll get that verified to all of you in due course, very quickly, no later than tomorrow. Again, our intention was not to build a Taj Mahal. We're going to have a very suitable building to meet the needs of our community.

Commissioner Lopez said tell me why we got all that money wrapped up over there and we only need—we only have for \$3M and then we could put the rest of it back in General Fund and you wouldn't have to pull all the money from other departments and put back into the General Fund. Am I correct? **Ms. Kneuvean** said somewhat. The \$3M is the total principal. So, like if you buy your house, you pay—**Commissioner Lopez** said no, no I got you. **Ms. Kneuvean** said it's only \$137K more or \$100K savings based on a little bit of tiny debt that's going to be paying down. That money would go back to the General Fund to the Operating Budget, not the whole \$3M because that's repaid over 20 years, so your project cost, the total debt is over a long period of time. The annual budget impact is that principal and interest, which is why I'm focusing on that in this presentation. Both are important because you have your whole debt portfolio, which affects things like our bond rating and then you also have that annual impact because now you're paying a mortgage payment on the debt, so it's the same concept.

Commissioner Lopez said so what about the other monies like from the Election Office and the Aging Disability Department and other departments that's already been allocated by statute and put back in the General Fund. What's going on there? I mean if we've got the money tied up in way more money than we need in Willa Gill, why do all that and then—**Ms. Kneuvean** said yeah, so an alternative would be if you identified a Capital need in another place that you did want to issue \$3M for in debt, it would allow you to meet that without going over what we're recommending for annual principal and interest. As you get some savings because things are paying off, then your principal and interest payment goes down and so you have a choice, are you going to use that savings that's going to happen the next year for new debt, which is what was on the presentation or are you going to not incur additional debt. So, then you have the debt payment savings that goes over to the Operating account, and just as a point of clarification, we do budget a number of things in their own fund, but a lot of counties in Kansas don't do it that way. We do it as a legacy practice from when we were a separate county, but I want you to make sure that you understand there's no statutory requirement to have a separate fund with a separate dollar amount dedicated to that group. That's just how we do it. Now, we are required to have an Election Board. We are required to offer mental health services, so the needs are one thing, the funds are different, but regardless if they're in their own fund or if they're in the Operating General Fund—County General Fund, if there was a Capital need that was identified like election equipment—I know the

Election Board has raised that question, then that could be something we debt finance over time. A strategy because there's lots of combinations, could be to use some of the Operating money—**Commissioner Lopez** said right, but we have the money already. It's just in somewhere else. That somewhere we don't need all that sitting over there. Some other departments actually need it. **Ms. Kneuvean** said I understand. You would have to authorize it for whatever else. **Commissioner Lopez** said according to our State Treasury that's a good—you know he's kind of contradicting that, so okay, but anyway I just don't want us to get clipped or anything.

Commissioner Burns said once the Willa Gill facility is up and running, who's going to maintain it? Nobody seems to be able to answer that question for me. **Ms. Kneuvean** said so the current facility—**Commissioner Burns** said are we getting it over to that—**Ms. Kneuvean** said I don't believe so—**Commissioner Burns** said group or what?

Mr. Johnston said we pay for the operating cost of the current Willa Gill. It's going to be our responsibility going forward. It's already in our cost model. **Commissioner Burns** said how much money is that right now. **Ms. Kneuvean** said we do have some Operating money and we have some grant money that goes to fund that. We can get you the details. It's several hundred thousand dollars, mostly grant funding and that's—so there currently is two non-profits that operate that facility. There's Mt. Carmel and there's Hot Lunches Inc., which is a collection of Catholic churches. Hot Lunches Inc. is not subsidized at all. That is all privately funded, so the meals that are served, we're not paying for. That's all done by the churches and the volunteers. Mt. Carmel is providing a lot of—kind of surrounding services, so workforce training, how to get housing, providing some of those support services and that's what they are charged to do and we pay for that through a contract. **Commissioner Burns** said so who's going to own the building? **Ms. Kneuvean** said I believe we are. **Mr. Johnston** said we are. We own it now. The model isn't changing.

Commissioner Stites said this is the last thing I'll kind of say on that deal. I think this goes back to when we were talking about the community college coming down and purchasing that block of property and that it was voted on and we sold it for \$10 knowing that we were going to have to put \$3M to \$7M—right now is what is floating around into it knowing that we were going to have continuing costs. I think that there should have been a better negotiation with the community

college saying we expect some sort of help since you're displacing Willa Gill. Why does that burden fall solely on the taxpayers of Wyandotte County to build a new Willa Gill Center when we already had one. We already had a location and then for the community college—I think that there should have been some shouldering from the community college to help us financially with the Willa Gill.

Commissioner Davis said, Dr. Kneuvean, thank you so much for the informative presentation. I just want to go through kind of a list of different things. I want to start with the consent decree projects, you kind of mentioned a little bit of that earlier. How does—kind of what's listed and what's mandated in the consent decree interact with our proposed new debt strategy. **Ms. Kneuvean** said I don't have a definitive answer right now because of the infrastructure cost accelerating in cost. When that was negotiated it was on certain costs. Those costs have escalated, so they're reworking the model, which may necessitate spreading out the projects over time, which would require a renegotiation of the consent decree, which is not guaranteed that they would agree. There's a schedule of XYZ projects have to be done by this time period and so we know what was just done in the model was anticipated, but now that we see the costs have gone up so much and you've got to factor in your operational cost, all of their contractual cost, supplies, all of that has gone up, so they're reworking that. That'll be part of what we bring back forward through the budget process. No decisions have been made about that.

Commissioner Davis said that would be great and if there's been any changes to that process, that would be great as well. I do remember there was a presentation regarding the consent decree pretty recently and one of the things that was made very clear there's risk in not doing some of these things, so I think we have to really weigh kind of all the pros and cons even with this particular debt strategy particularly when we're discussing something like that.

For the CMIP, when will we see the CMIP for—I think we're on a five-year schedule would be what '26 to '31. **Ms. Kneuvean** said you see that every year as part of the annual budget process because you're only authorizing year one, but you would see an updated—**Commissioner Davis** said yes, that's what I mean. Do we have a—it will just be with the general—**Mr. Lindsey** said we will have a CIP Budget Workshop. I think it'll be one of the budget workshops in June, maybe like June 12th or so. **Commissioner Davis** said that will be very helpful because I know that's going to have a huge impact on the current conversation we're having on debt right now.

Some of the projects, Dr. Kneuvean, that you mentioned were funded, and at least I may be misremembering, by grants. Am I missing something? **Ms. Kneuvean** said there could have been grants that assisted, but what's on this list were the bond proceeds. **Commissioner Davis** said okay, so just kind of the bond portion of that project, okay. I was not sure on that amount.

I obviously think we have to get our own house in order like any other budget and make sure that whatever debt we take on is something that we can manage. I like the idea or some combination of Options C and D meaning we would free up some dollars for property tax relief and by relief we're really talking a mill levy or property tax rate reduction. I just want to make that very clear, but I also like the idea of saving the taxpayers some money on interest and instead of paying whoever lent us those dollars, putting those dollars back into our community and so that's the feedback I would have regarding those particular options.

Our credit rating, the last time we had spoken about this we had a decent credit rating. I think it was A1. Is that still the options, what's the S&P and Moody's status for us? **Ms. Kneuvean** said it's AA1 and as part of the presentation on the financial history we've got a chart that shows what it's been over the years. There was a point in time where our bond rating was barely investment grade, that's how they calculate it and most cities for General Obligation Bonds use S&P, Standards & Poor's, and they use Moody. There's also Fitch, but most communities are using the other two, so we've got ratings from both of those. They reaffirmed our rating and I asked the question what would we have to do to get a bond rating increase and some of that's within our control, which is reduce your debt profile. **Commissioner Davis** said the AA1 is from who? **Ms. Kneuvean** said I believe Moody. **Commissioner Davis** said and then do you have the S&P. **Ms. Kneuvean** said that's S&P AA1 and it's A1. On Moody's we're three steps from the best rating and on S&P we're like five steps. **Commissioner Davis** said I know we are talking very somewhat high level here for folks, so let's just break it down. The equivalent—let's just say to somebody's personal finance here, so a AA1, what would that be equivalent to a credit score for an individual? What would that be. We're talking of 50, 75, where would you—**Ms. Kneuvean** said let me think on that and I'm glad to follow up on that as we have more conversations to try and equate it, but at least like an apples to apples comparison, that's a good fair comparison that people can understand why a credit rating is important. And the better your credit rating, which means your lower risk borrower means you get a better interest rate, so there is a savings from it, very important, but I also have some data, so when I do the historical

information, I'll bring that answer back to kind of give a perspective of that. **Commissioner Davis** said that would be great especially, again, there's been a lot of conversations on us going bankrupt and all these other things and so having kind of a more updated conversation on our financial health and ability to borrow is really important.

We did have some conversations about grants in the Administration & Human Services Standing Committee and with that there was a request for an ARPA update. I would just reiterate that request because we definitely need that information particularly as we look at our grant situation as well.

I will also say and will keep bringing this up, I would love for us to keep talking about revenue neutral and what the impact it has had not only in the 2025 Budget, but what's on the horizon for 2026. What is the impact if we were to go revenue neutral again, what are the implications on our debt ability as well as our services and on personnel and projects.

Commissioner Burroughs said, Shelley, this was very informative. I'm looking at the principal and interest payments. It might be about the fifth slide in, something like that. I think those are the telling numbers for me. I marked mine all up when I initially looked it over when you sent it to me. There was a few slides in here that really hit home for me and I think shared the picture. On the principal debt and interest payments we see that our bonded indebtedness has grown just shy of \$2M a year over the last 10 years. That may not sound like a lot one year, but when you add 10-15 years, it adds up to a considerable amount of money and that's just on the county and city side. When you talk about the growth in the Sewer Fund and the Water Fund I know that's identified money that has its own payment source, but that's \$1.35M growth a year and that's serious money. We just talked about \$5M for a food kitchen and we already spent that in debt in the first two years we had a discussion, so anything we can do to reduce our debt.

I really appreciated the other slide that showed the \$3M that was spent initially on going out getting the bonds, how if we carry those temporary notes we have to pay that 3% as we move forward at \$3M. That's pretty eye-opening especially when we went through last budget. I know there were some that I brought forward bonding for 75K for 20 years. When I see those kinds of numbers, those are pretty startling to me. I would like to see those kind of numbers be paid in cash. I would like to see us as a body be able to do just that, look at—see our Capital Projects and

state if this project costs us 500K, we don't have to bond it, we can pay cash and get it on and get it over with and I believe we will get there, but the discipline has to be demonstrated.

I can share with you that in the last six months I have a little more confidence in us being able to attain that. I think the pressure has been put on us to do the deep dives that we've been committed to doing and this whole revenue neutral as well as looking at our budget costs and where we can be more efficient and effective and how we go about financing our debt and doing business is going to come—it's going to be a bigger, better picture for us moving forward.

Ms. Kneuvean said one of the things that I didn't say, but I think is an important point particularly if people from the public are listening, we're trying to flip the narrative from here's all of our Capital needs, how do we fund them to—that's like saying I want to buy a house but I'm just going to look at every house out there and find the one I like. We first say what kind of house can we afford, what kind of mortgage payment can we afford and that's what we're trying to do is flip that conversation to achieve all of these competing goals, how can we start with the end in mind, how much can we afford each year and that will end up being a Commission decision and then tells us how much money we have to work with and you'll have the full list of the projects, all the needs that are there and give direction. We'll give you recommendations, but you'll give direction on this is the mortgage payment we can afford, so let's do this house and that house, so it just kind of switches the conversation and condenses it so that you're making a well-informed decision all at once.

All the information has been shared through all of these steps previously, so I don't mean to intend that the information wasn't shared, but when you're talking about dozens of projects and the information is being shared over three or four years, that's challenging particularly for a Commission to keep track of. So, if we can get that condensed, save money by not doing the temporary notes, define how much money we're going to spend on principal and interest, what do we feel like we can afford, that will help guide the decisions and frankly, Mayor, you all have taken the step with some of the ideas that you brought forward, the Commission supported, but also just the debt pause. Just doing a, hey, let's take a minute to look at this and interrupt the flow so that we can think about what we can afford, so that's what we did in the budget was a pause. It's not to say that these projects won't move forward, it's we need to have a good plan of how they move forward in a way that we can afford and also meet all of these other competing needs. These are competing needs, Property Tax Relief, fund all your Capital Projects, that's a

competition of resources. So, giving you guys the time to make those decisions and balance that was the intent of all of this, to just take the time to figure out what direction we want to go.

Commissioner Bynum said a question you may not know the answer to right this minute, but I would appreciate it for a future budget conversation, the current estimate to repair or replace the failed rock wall on the west side of Wyandotte County Lake because I think it's going to be part of our budget conversation in terms of—I'm guessing that—**Ms. Kneuvean** said what I know is that we've got about 1.2M already approved in previous budgets for that project. I don't know the current cost estimate, so we'll get an update on that. **Commissioner Bynum** said yeah and then like strategies on—**Ms. Kneuvean** said how to pay for it. **Commissioner Bynum** said right.

Mayor Garner said I've talked to our Parks Director and that is moving. I think they're looking at RFPs and things of that nature, so that is moving along with the Veterans Memorial out at the lake as well if you didn't see that. So both of those projects are moving forward and that's really the great work of our Administration and our Parks Director working with our Budget, CFO and you all approve those funds. We're excited about that.

Thank you Doctor and to our Budget team. A great presentation on our debt. Tonight, hopefully, both the Commission and the community got something of value from this. I know I did. Really if you back up a few years, when I came in as Mayor I really advocated hard and strong on behalf of the community for us to take a hard look at the financials here at the Unified Government. What came out of that was a report, an independent outside unaffiliated audit from Robert Vaught group that really raised some alarms for us to take into consideration. I can say that this Commission has listened community for those of you have watched. There's been a lot of spirited debates here that you've seen over the years, but what I can tell you is that this Commission is listening, they're paying attention along with our staff and what I'm taking just from the conversation tonight is that you have a Commission that's committed and dedicated to finding real solutions to some of the financial challenges that we have here at the Unified Government.

This Commission has taken the steps necessary to put a pressure point on some of the financial challenges that we've addressed. For one, revenue neutral. Even though I know some commissioners it was a hard choice to make, they did it. Our CFO just mentioned that was a pause

that we could take to look at how we could streamline this government, operate more efficiently, find savings and just work really hard on behalf of our residents to bring about a more efficient and effective Unified Government.

What came of that, and I really want to applaud the Commission, here recently if you've been watching—if you haven't paid attention, two resolutions came forward and thank you Commissioner Ramirez because myself and the Administrator brought forward 25% to go towards incentive programs that drop-off and now that's 50% to go towards debt. I know our CFO just talked about the value of us retiring the debt, unanimous support for that from this Commission. Also, unanimous support for future development projects, 10% will go towards retiring the debt. That frees up additional money as our CFO talked about to hopefully do things such as property tax reduction, work on BPU Pilot Relief or critical infrastructure needs that we know this community needs, the staff needs to be able to provide the essential services that this community has come to not only demand, but expect and that they deserve.

So, I really want to applaud this Commission to start moving in a direction of fiscal responsibility because we know what came out of the Robert Vaught Report from that soft audit was that we were looking at a financial cliff in 2026-2028. We had the leadership of our current Administrator came in and working with staff, our new CFO, and our Budget Director that put a stop to that. It's been pushed out to about 2030, but I'm confident that if we don't add any more unnecessary additional debt, that the 2030 challenge can be avoided as well. So, I just ask that this Commission and future Commissions and Mayors continue to work to that end to be strategic and intentional about identifying what the essential services for our residents should be. Really being intentional about what type of debt and to the extent of what type of debt in bondedness that we have and make sure that we continue our commitments to those mandates that we have that we are obligated to pay and that we always continue to put the interest of our community first. Residents, those of you you're watching, I can tell you that's exactly what this Commission is doing and if you pay attention as we go through the budget process, you're hearing a different direction from our staff on how we budget, on how we look at things financially, from the direction of our Administrator. You're seeing your commissioners really buy into the necessity that we cannot continue to do business as usual here at the Unified Government and we are moving away from business as usual. We're doing things that I'm confident as your Mayor that is really going to put us in a good fiscal position moving forward including the hiring because some of this is

predicated on expanding our tax base. We've got a new Economic Development Director in place working with WYEDC and our Administrator. They're looking at hopefully some very lucrative development prospects that can expand our tax base, bring in jobs, bring in the type of dollars to really improve the dynamic here the Unified Government and Wyandotte County and Kansas City, Kansas for the years and decades to come, so I'm excited about that.

I just want to say thank you to this Commission for your support of a lot of the recommendations that have come forward and thank you community for letting your voice be heard because it is pushing this Unified Government a direction that I believe is going to bring about the value that you've come to expect, demand and I know you deserve.

Commissioner Davis said I'll be very quick. The construction's actually looking really good out there for City Hall. Do we have a projected completion date? I know we had mentioned it. I just want to follow up with that for that construction. **Commissioner Burns** said I spoke with John Kelly about that this last week and he said July 4th. **Commissioner Davis** said 2025 of this year. Hey, you can't just throw out the month and the day. You've got to throw in the year as well. Cool. **Commissioner Burns** said it better be on or before. **Commissioner Davis** said it looks really good and I'm really excited for us to be able to use that especially with the summer coming. **Mayor Garner** said thank you Commissioner. I like Independence Day, sounds good.

Mayor Garner said I'll end this with this John Kelly who is our Buildings & Logistics Director, he will be bringing forth options for you all commissioners, I know I haven't talked to all of you, to look at the updates on the Willa Gill as well as option considerations that I know you all are going to need to make regarding the Reardon Convention Center opportunity that's still there.

Commissioner Hill said I would just like to say thank you to our fellow commissioners and the staff for the work that's already been done in regards to the Willa Gill Center and them moving. In my mind, it's part of an economic development piece that we as a community are looking into. We have had many of our commissioners and our residents complain about the unhoused population in our community and by moving the Willa Gill Center on James Street that will help a little bit in moving them from the site of downtown hopefully. Usually those residents here in our community hang out where they can receive services and so I appreciate each and every one

of our commissioners and our Mayor and our staff for the work that you are doing and plan to do to help that population.

I'm looking forward to a new narrative in downtown KCK. That new narrative being we have a beautiful place where the old Reardon Center is now, where the Brotherhood Bank is now, we have a new building being built or rehabbed there. The new library, I'm just looking for a brand new narrative downtown. We won't have folks laying around on the ground in the downtown area hopefully, so I appreciate each and every one of you for the work that you're doing and plan to do here in our community. I still say it all the time, together we can do great things.

Mayor Garner said I want to thank you for co-chairing the Homeless and Neighbors In Need Task Force. It really worked hard with a lot of our stakeholders to bring about good recommendations that really helped with the Willa Gill project and I agree with you, moving that facility down there to hopefully enhance the services in a new location will have great value to our city center as well as the other opportunities that you talked about. And for all those that are serving on task force, I know Commissioners Stites and Burroughs are also looking, working with our Administration and staff when you talk about economic development how to remove some of the red tape and the bureaucracy that's involved here at the Unified Government to just be able to get good projects done. So, I'm really excited about the work that they're doing and I'm confident working with our Administrator that process will be streamlined, so a lot of you developers out there that have constantly been knocking on my door saying, Mayor, it's really hard to do business here, I can tell you that with this Commission and the commitment from our staff and Administrator I believe that help is on the way and great things are going to come as a result of just improving the policies and the systems and the dynamic here at the government.

Thank you again for the presentation.

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

MAYOR GARNER ADJOURNED
THE MEETING AT 6:40 p.m.

Monica L. Sparks
Unified Government Clerk

dt

April 3, 2025



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: April 3, 2025

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

BM

1. CLAIM FOR DAMAGES:

- Claudia Anderson, Kansas City, KS, alleging damage to personal property on 3/18/2025.
- Jay Cee Martin, Kansas City, KS, alleging damage to personal vehicle from January through February 2025.

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

2. SUMMONS:

- David Spears, vs. The Unified Government of Wyandotte County/ Kansas City, KS, Case No. WY-2024-CV-000813.
- Robert Lackner., vs. The Unified Government of Wyandotte County/ Kansas City, KS, Civil Action No. 2:24-CV-02562.

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

3. TRAVEL REQUESTS:

- Christopher Blake and Chad Shore, KCKPD, travel to Johnston, IA, from 9/21/2025 through 9/26/2025, to attend Advanced Swat, Employee Training & Travel.
- Claudia St. John, Public Works, travel to San Diego, CA, from 7/13/2025 through 7/18/2025, to attend 2025 ESRI User Conference, Employee Training & Travel.
- Marcus Johnson, KCKFD, travel to St. Joseph, MO, from 4/6/2025 through 4/6/2025, to attend Aerial FX Pyrotechnic Training Class, Employee Training & Travel.
- Angela Joyce, KCKPD, travel to Chicago, IL, from 6/3/2025 through 6/9/2025, to attend PLECET National Conference, Employee Training & Travel.
- Emmett Lockridge, Sheriff Department, travel to St. Louis, MO, from 5/15/2025 through 5/18/2025, to attend Region V-2025 Training Conference, Employee Training & Travel.
- Wendy Medina, KCKPD, travel to Dallas, TX, from 8/3/2025 through 8/7/2025, to attend Crimes Against Children Conference, 100% VOCA Training & Travel.
- Cotarino Mendez, KCKPD, travel to Grand Prairie, TX, from 5/11/2025 through 5/16/2025, to attend Cold Case/No-body Homicide Investigation & Prosecution Course, Employee Training & Travel.
- Don White, KCKFD, travel to St. Louis, MO, from 6/11/2025 through 6/13/2025, to attend Performance Meets Law Enforcement Course, Employee Training & Travel.

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

4. BUSINESS BONDS:

- Electrical Bonds:
 - Crockett Electric Company, Inc
 - D Electric LLC
 - Nickell Electric Company, Inc
 - Oliver Electric Construction, Inc
 - Pro Electric LC

- Rockhill Electric & Technology LLC
- Springfield Mechanical Services, Inc
- Wachter, Inc
- Westhues Electric Inc
- Wired Up Right LLC
- Plumber's Bonds:
 - Full Nelson Plumbing, Inc
 - GRT Plumbing
 - J&S Plumbing and Heating LLC
 - Moore Heating and Air Conditioning Inc
 - Talbot Plumbing LLC
- Mechanical/HVAC Bonds:
 - AFC Heating and Cooling
 - Arris, Inc
 - Wyandotte Refrigeration, Inc

Action: Referred to License.

5. CONTINUATION BONDS:

- Plumber's Bonds:
 - IPLUMBKC LLC
 - Sam Male Plumbing Inc
 - W Vielhauer Plumbing LLC
- Electrical Bonds:
 - JMC Service Inc
 - Moore Heating and Air Conditioning Inc
 - TMF Electric
 - Young Sign Company
- Mechanical/HVAC Bonds:
 - All Day Comfort Heating and Cooling
 - Hale's Heating & Cooling
 - Moore Heating and Air Conditioning Inc
 - Pro Air Inc
- Septic/Cess Pool Bonds:
 - Digger Jim
 - Johnny On The Spot
- Sign Hanger Bonds:
 - Service & Industrial Repair Inc

Action: Referred to License.

6. CANCELLATION BONDS:

- Electrical Bonds:
 - Invictus Solar

Action: Referred to License.

7. REINSTATEMENT NOTICES:

- Electrical Bonds:
 - Galvin Electric Co Inc
- Plumber Bonds:
 - Hunt Plumbing, Inc

Action: Referred to License.

8. APPLICATIONS FOR MASSAGE THERAPIST LICENSE:

- Aliyah Blue, Talkenna Yoga & Massage, 8833 State Ave., Ste 2, Kansas City, KS 66112.

Action: Referred to License.

9. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

- Chesley Brown International, LLC D/B/A Chesley Brown International, 8301 State Line Rd., Ste 204, Kansas City, MO 64114.

Action: Referred to License.



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: April 10, 2025

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

BM

Weekly Business Material for April 4, 2025 – April 10, 2025

1. BIDS:

- Monica L. Sparks, UG Clerk, listing bids received on March 12, 2025, for project #B41400 – Mowing of Landbank Lots for the Economic Development department.
- Monica L. Sparks, UG Clerk, listing bids received on March 12, 2025, for project #B41408 – Landscape Maintenance Services for the Parks and Recreation department.
- Monica L. Sparks, UG Clerk, listing bids received on March 12, 2025, for project #B41409 – Mowing Services for Parks and Sports Fields for the Parks and Recreation department.
- Monica L. Sparks, UG Clerk, listing bids received on March 19, 2025, for project #B41423 – Mowing & Landscape Maintenance Services for the Public Works department.

Action: Received and filed. Copy previously forwarded to County Administrator, Economic Development, Parks & Recreation, Public Works and Legislative Auditor.

2. NOTICE OF CLAIM:

- Marvin Dozier by and through attorney Stockman Law Firm, alleging personal injury on August 14, 2024.

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

3. CLAIM FOR DAMAGES:

- Annie Bridgewater, Kansas City, KS, alleging damage to personal vehicle on 5/13/2024.
- Lee Roy Pitts II, Kansas City, KS, alleging damage to personal property on 4/3/2025.
- Lance Lavender, Kansas City, KS, alleging damage to personal property on 4/8/2025.
- Corey Dyer, Kansas City, KS, by and through attorney Edelman & Thompson LLC, alleging personal injury on 2/19/2025.

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

4. TRAVEL REQUESTS:

- Trenton Foglesong, Public Works, travel to Pittsburg, PA, from 4/23/2025 through 4/25/2025, to attend Wet Weather Partnership, Sewer Enterprise Fund.
- Kevin Fithian, KCKPD, travel to Phoenix, AZ, from 4/21/2025 through 4/25/2025, to attend Axon Week Convention, Employee Training & Travel.
- Angela Joyce, KCKFD, travel to Chicago, IL, from 6/3/2025 through 6/9/2025, to attend PLECET National Conference, Employee Training & Travel.
- Philip Mathis, KCKPD, travel to Oklahoma City, OK, from 9/29/2025 through 10/4/2025, to attend CIRT K9 Development Seminar, Employee Training & Travel.
- Dennis Rubin, KCKFD, travel to Indianapolis, IN, from 4/6/2025 through 4/13/2025, to attend FDIC Conference/Training, cost funded by vendor.

- Michelle Smith, Health Department, travel to Las Vegas, NV, from 4/22/2025 through 4/25/2025, to attend National WIC Association Annual Education and Training Conference, OPEI.

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

5. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- El Chalateco Inc, Jose Quintanilla, d/b/a Jade Dragon Express, 1005 Osage Ave., Kansas City, KS 66105.

Action: Referred to License.

6. APPLICATIONS FOR CATERER/DRINK EST/HOTEL:

- HFMGV KCK Owner LLC, William Hutton, d/b/a Margaritaville Hotel Kansas City, 1491 N 98th Ter., Kansas City, KS 66111.

Action: Referred to License.

7. APPLICATIONS FOR MASSAGE THERAPIST LICENSE:

- Katelyn Wigginton, Talkenna Yoga & Massage, 8833 State Ave., Ste 2, Kansas City, KS 66112.

Action: Referred to License.

8. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

- DBATS Inc. "DBA" Narrow Security D/B/A DBATS Inc. "DBA" Narrow Security, 5913 S Newcastle Ave., Chicago, IL 60638.
- Best Crowd Management, Inc D/B/A Best Crowd Management, Inc., 1699 S Hanley Rd., Ste 350, St. Louis, MO 63144.

Action: Referred to License.



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: April 17, 2025

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

BM

Weekly Business Material for April 11, 2025 – April 17, 2025

1. PUBLIC NOTICE:

- All City Tow Service, 1015 S Bethany St., Kansas City, KS 66105, held a public auto auction on March 13, 2025, at All City Tow Service.

Action: Received and filed.

2. MOTION FOR CONTEMPT:

- Sean Suttington vs. LaShanda Willis, Case No. 16DM91/25DM396.

Action: Referred to Legal.

3. MOTION TO SET-ASIDE:

- Ruth Abanishe vs. Unified Government of Wyandotte County/Kansas City KS, Case No. WY-2025-CV-000807/COA 226.
- Ruth Abanishe vs. Unified Government of Wyandotte County/Kansas City KS, Case No. WY-2024-CV-000807/COH 141.
- Jamael Weaver vs. Unified Government of Wyandotte County/Kansas City KS, Case No. WY-2024-CV-000807.

Action: Referred to Legal.

4. BIDS:

- Sharron Reed, Purchasing Manager, listing bids received on April 16, 2025, for project #B41456 – Unified Government Memorial Hall Kitch and Audio/Visual Renovations for the Building & Logistics department.

Action: Received and filed. Copy previously forwarded to County Administrator, Building & Logistics Department and Legislative Auditor.

5. NOTICE OF CLAIM:

- Domonique Bell by and through attorney Stockman Law Firm, alleging personal injury on November 21, 2023 (x3).

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

6. CLAIM FOR DAMAGES:

- Keevina Washington, Kansas City, KS, alleging harassment on 1/23/2025 and 4/9/2025.
- Kristen Mitchem, Kansas City, KS, alleging damage to personal vehicle on 4/7/2025.
- Kelsey Saunders, Kansas City, KS, alleging damage to personal property on 1/7/2025.
- Curtis Hapgood, Merriam, KS, alleging damage to personal vehicle on 4/2/2025.
- Lieu Hoang, Belton, MO, alleging damage to personal vehicle on 3/16/2025.

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

7. TRAVEL REQUESTS:

- William Barajas, Willie Jenkins, Asia Manning, Marco Tapia and Robert Whisman, DA's Office, travel to Reno, NV, from 11/3/2025 through 11/7/2025, to attend SEHIA Conference, Employee Training & Travel.
- Alejandra Garcia, KCKPD, travel to Anaheim, CA, from 4/21/2025 through 4/24/2025, to attend Int'l End Violence Against Women Conference, 100% VOCA Training & Travel.
- Joseph Grasela, KCKPD, travel to Boston, MA, from 7/6/2025 through 7/25/2025, to attend Police Executive Research Forum/Senior Management Institute for Police, Employee Training & Travel.
- Shawn Magee, KCKPD, travel to Quantico, VA, from 3/30/2025 through 4/11/2025, to attend DEA Drug Unit Commander Academy, DEA funded.
- Njeri Mwangi and Sharron Villegas, DA's Office, travel to Anaheim, CA, from 4/21/2025 through 4/24/2025, to attend EVAWI Conference Employee Training & Travel.

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

8. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- Aerial FX Inc
- Aguas Rio Grande LLC
- Allied Universal Topco LLC
- Andy Frain Services Inc
- Antojitos Tia Mary
- Best Crowd Management Inc
- BKI Services LLC
- Chesley Brown International Inc
- Command Security Services Inc
- Crowd Systems Inc
- DBATS, Inc
- El Rey Del Taco LLC
- Gorditas Maribel LLC
- Huffmaster Crisis Response Inc
- Humphrey Morgan
- La Casa del Hot Dog LLC
- Lakeside Speedway Inc
- Levy Kansas LLC
- Maderos Lawn & Landscaping LLC
- North Kansas City Security Patrol Services Inc
- NPM Companies

- PBM Securities LLC
- Quesabirrias Don Rudys LLC
- Regional Security & Investigations LLC
- Rockwell Security LLC
- Ryan Lawn & Tree Inc
- Securiguard Inc & Vendtech-SGI LLC
- St. Moritz Security Services Inc
- Sunstates Security LLC
- Tacos Ruta 635 LLC
- The Brink's Company
- The Taste of Potosi
- Titan Protections & Consulting Inc
- Twin City Security Inc
- United States Protective Service Inc
- Vets Securing America Inc

Action: Referred to License.

9. BUSINESS BONDS:

- Electrical Bonds:
 - Denney Electric & Contracting LLC
 - Electrical Associates LLC
 - Epic Electric Service Corp
 - ESW Plant Services LLC
 - Facility Solutions Group Inc
 - Fatboy Electric Inc
 - GG LLC
 - Jason Wright Inc
 - KC1 Service Co
 - Kendrek Electric Inc
 - L&M Electric
 - LC Solutions LLC
 - Lesser Electric Inc
 - Lifetime Solar LLC
 - Mark One Electric Co. Inc
 - Max Electric Inc
 - MO-KAN Electric LLC
 - One Time Electrical Construction LLC
 - P1 Construction LLC
 - P1 Service LLC
 - Pro Circuit Inc
 - Shaw Unlimited LLC
 - Simmons Electrical
 - Tyler Sharp Electric Co. LLC
 - Unified Construction LLC
 - Velocity Electric and Automation LLC

- Plumber's Bonds:
 - Central Plumbing, Heating & Air conditioning Inc
 - Davis Heating Air Conditioning & Refrigeration LLC
 - DMC Service Inc
 - K Jett Services LLC
 - Kinney's Plumbing Company
 - Ladd Service Company LLC
 - P1 Construction LLC
 - P1 Service LLC
 - Prairie Center Plumbing, Heating & AC Inc
 - Priority U, Inc
 - Rand Construction Company

- Mechanical/HVAC Bonds:
 - Ares Holdings LLC
 - C and D Heating & Cooling LLC
 - Central Industrial Sheet Metal Works
 - Central Plumbing, Heating & Air conditioning Inc
 - Comprehensive HVAC LLC
 - Davis Heating Air Conditioning & Refrigeration LLC
 - DMC Service Inc
 - GRA Heating and Colling
 - Helios HVACR Services, LLC 59-3018496
 - JAP HVAC Services LLC
 - Kruse Corporation
 - Ladd Service Company LLC
 - Lippert Mechanical Service LLC
 - McCarty Mechanical Inc
 - Metal Craft Inc
 - P1 Construction LLC
 - P1 Service LLC
 - PM Contracting Inc
 - Prairie Center Plumbing, Heating & AC Inc
 - Priority U, Inc
 - Rand Construction Company

Action: Referred to License.

10. CONTINUATION BONDS:

- Plumber's Bonds:
 - B & L Plumbing Services Inc
 - Benjamin Franklin Plumbing
 - Blue River Plumbing Inc
 - C M C Plumbing
 - Hydro-tech Plumbing Services LLC
 - Lexington Plumbing & Heating Company, Inc
 - Magnum Plumbing LLC
 - McElroy's Inc
 - Needham Plumbing & Mechanical
 - Paul Vielhauer Plumbing Incorporated
 - Plumbing Plus Inc
 - Poor John's Plumbing LLC
 - Ray Morrison Plumbing
- Electrical Bonds:
 - Bart's Electric Company Inc
 - Brooke Electric, Inc
 - Eco Electric
 - Ecovole
 - Empowered Electric LLC
 - Integrated Electric LLC & Integrated Security LLC
 - Intelligrated Systems LLC
 - MD Electric Inc
 - Portugal Electric LLC
 - Power Up Electric LLC
 - Rex Ingelse
 - Tech Electric LLC
- Mechanical/HVAC Bonds:
 - AAIM Services LLC
 - Breezy KC LLC
 - Chontos Heating & Cooling
 - F & G Mechanical Services Inc
 - Howell Commercial Refrigeration Company
 - Lancaster Brothers Heating and Cooling
 - M & S Inc
 - Martin Refrigeration LLC
 - Mc Intosh Heating & Cooling
 - Ronald Scroggins
 - Westerhouse Inc
- Septic/Cess Pool Bonds:
 - Lexington Plumbing & Heating Company, Inc
 - Patriot Portable Restrooms, Inc
 - Simple Civil Engineering
 - Truninger Brothers

- Pawn Dealer Bonds:
 - Gold Rush LLC
 - Joe's Pawn and Gun
 - Little Joe's Pawn and Gun East, LLC
 - Metro Pawn, Inc (x2)
 - Sol's Loan Office
- General Bonds:
 - TSI Global Companies, LLC

Action: Referred to License.

11. CANCELLATION BONDS:

- Electrical Bonds:
 - Browning Electric LLC
 - Eagles Electric LLC
 - Galvin Electric Co. Inc
 - Hensley Electric Company
 - Irwin Electric LLC
 - Lesser Electric
 - Marcus Electric
 - Prestige Electric
 - Scott LeDue
 - SM 5 Electric LLC
 - Switch Phase Electrical Services LLC
 - Tornado Alley Electric
- Plumber's Bonds:
 - Corum Plumbing LLC
 - David Bolek
 - First Plumbing Corp
 - Hunt Plumbing Inc
 - JAE Services LLC
 - Steller Home Maintenance Inc
 - T & R Plumbing and Drains
 - Tri-State Water, Power and Air
- Mechanical/HVAC Bonds:
 - Cates Heating and AC Service
 - Climate Restoration Services LLC
 - GG LLC
 - Sear Home Improvement Products
 - Service Technologies Midwest LLC
- Sign Hanger Bonds:
 - GDR LLC
 - View Sign and Light

- General Bonds:
 - Jason Troutman

Action: Referred to License.

12. REINSTATEMENT NOTICES:

- Plumber Bonds:
 - Ferry's Plumbing LLC

Action: Referred to License.

13. APPLICATIONS FOR CMB LICENSE (PKG):

- TA Operating LLC, Mariana Ervin, d/b/a TA Express, 4510 Kansas Ave., Kansas City, KS 66106.
- SP Mart, William Hutton, d/b/a SP Mart, 4701 State Ave., Kansas City, KS 66102.

Action: Referred to License.

14. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- Yard House Kansas City LLC, Paula Penegar, d/b/a Yard House #8314, 1863 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

15. APPLICATIONS FOR PVT. CLUB CLASS A:

- Moose Lodge 1999, Marie Seetin, d/b/a Loyal Order of the Moose, 6621 Turner Dr., Kansas City, KS 66111.

Action: Referred to License.

16. APPLICATIONS FOR MASSAGE THERAPIST LICENSE:

- Jada Brooks, Chateau Avalon, 701 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

17. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

- Brink's Incorporated D/B/A Brink's Incorporated, 1100 E 9th St., Kansas City, MO 64106.
- Rockwell Security LLC D/B/A Rockwell Security LLC, 11201 W 59th Ter., Shawnee, KS 66203.

Action: Referred to License.



Report to Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Angela Lawson, Deputy Chief Counsel alawson@bpu.com 573-9032	Legal
AGENDA ITEM #11.1.		
RESOLUTION: APPROVAL OF OPTION/PURCHASE FOR QUINDARO PLANT SITE		
BACKGROUND		
Approval of a resolution approving an option purchase agreement for the Quindaro Plant Site by the Board of Public Utilities.		
RECOMMENDATION		
Approve		
Approve and forward to Board of Commissioners		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
n/a		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution # 5312 Quindaro Sale, exhibit pages, PT - Yardbird - Final DRAFT Option Purchase Agreement (Final Draft 4.2.25), quindaro.sale.ug.reso.final.2		

Approved by Administrator to add to agenda.

RESOLUTION NO. 5312

**RESOLUTION BY THE KANSAS CITY BOARD OF UTILITIES, AN
ADMINISTRATIVE AGENCY OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/ KANSAS CITY, KANSAS REQUESTING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO APPROVE THE ATTACHED
OPTION PURCHASE AGREEMENT FOR THE QUINDARO PLANT SITE**

WHEREAS, as an administrative agency of the Unified Government of Wyandotte County/ Kansas City, Kansas and pursuant to Charter Ordinance 5-0, the Kansas City Board of Public Utilities (the “BPU”) has the authority to acquire property but not the authority to sell said real property; and

WHEREAS, the land commonly referred to as the Quindaro Plant Site, is owned by the Unified Government and under operational oversight of the BPU; and

WHEREAS, the Quindaro Plant site previously contained plants that provided power and water to the community, however said plants are no longer in use; and

WHEREAS, certain facilities on the site are still in use and those areas should be retained by the Unified Government/ BPU, however the other areas are no longer needed for utility use; and

WHEREAS, the BPU issued a Request for Proposals for the property and conducted a competitive process to determine the successful bidder who would remediate and purchase or lease the property; and

WHEREAS, Power-Transitions Operations LLC (Developer), was determined to have the best proposal; and

WHEREAS, BPU staff and Developer entered into negotiations; and

WHEREAS, the proposed Option Purchase Agreement attached as Exhibit A, addresses the environmental needs of the property, proposes a redevelopment plan for the property, and clarifies the areas of the property that will be transferred; and

WHEREAS, the elected Board of the BPU requests that the Unified Government approve the Option Purchase Agreement with Power-Transitions Operations LLC, or its subsidiary or affiliate, in substantially the same form as attached hereto.

**NOW, THEREFORE, BE IT RESOLVED AND ORDAINED BY THE
KANSAS CITY BOARD OF PUBLIC UTILITIES:**

That the Kansas City Board of Public Utilities hereby requests that the Unified Government Board of Commissioners approve the Option Purchase Agreement with Power-

Transitions Operations LLC, or its subsidiary or affiliate, attached as Exhibit A, in substantially the same form as attached hereto.

**ADOPTED BY THE GOVERNING BODY OF THE KANSAS CITY BOARD OF
PUBLIC UTILITIES THIS 2nd DAY OF APRIL, 2025.**

By: _____

David Haley, Board President

Attest: _____

Brett Parker, Board Secretary

Approved as to form _____

EXHIBIT A

[PROPOSED] OPTION PURCHASE AGREEMENT

By and Between

Unified Government of Wyandotte County/ Kansas City, Kansas

as “Owner”

and

**[PowerTransitions Operations LLC¹],
a Delaware limited liability company**

as “Developer”

Dated May [●], 2025

¹ PowerTransitions Operations LLC responded to the Request for Proposal.

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Exhibit A –	Description of the Property
Exhibit A-1 –	Map of the Property
Exhibit A-2 –	Description of the Quindaro Site
Exhibit A-3 –	Map of the Quindaro Site
Exhibit B –	Form of Memorandum of Agreement
Exhibit C –	Form of Notice of Exercise
Exhibit D –	Excluded Assets
Exhibit E –	Proposed Redevelopment Plan

OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (this “**Agreement**”) is made and dated as of May [●], 2025 (the “**Effective Date**”), by and between the **Unified Government of Wyandotte County/ Kansas City, Kansas** (solely in its capacity as owner of the Property (defined below) and not in any other capacity, “**Owner**”) with an address of 701 N. 7th Street, Kansas City, KS 66101, and [**PowerTransitions Operations LLC**], a Delaware limited liability company (“**Developer**”), with an address of 5251 Westheimer Rd, Suite 330, Houston, Texas, 77056. Each of Owner and Developer is sometimes referred to as a “**Party**” and collectively as the “**Parties**”, and the Kansas City Board of Public Utilities, an administrative agency of the Unified Government of Wyandotte County/Kansas City, Kansas, being referred to as the “**BPU**”.

RECITALS

A. **WHEREAS**, the Quindaro Power Station is located in the City of Kansas City, Kansas, and Developer desires to redevelop a portion of the Quindaro Site (as defined below) into a mixed-use renewable energy and commercial development;

B. **WHEREAS**, Owner is the owner of the Quindaro Power Station located in Kansas City, Kansas City, being that certain the real property located in the City of Kansas City, Wyandotte County, Kansas, consisting of approximately eighty-five (85) acres and more particularly described on the attached Exhibit A-2 and depicted on the map attached hereto as Exhibit A-3 (the “**Quindaro Site**”). The Quindaro Site includes that certain real property located in the City of Kansas City, Wyandotte County, Kansas, consisting of the real property more particularly described on the attached Exhibit A and depicted on the map attached hereto as Exhibit A-1 (the “**Property Map**”), including (subject to negotiation and execution of the Turnkey Remediation Agreement) any improvements located thereon (the “**Property**”), provided, however, that for the avoidance of doubt, the Property shall not include (i) any rights, title or interest of the Fairfax Drainage District in and to certain improvements and equipment located along the Kansas River and as identified on the Property Map, or (ii) those certain assets of Owner described in Exhibit D attached hereto and which shall be retained by Owner (the “**Excluded Assets**”);

C. **WHEREAS**, Developer and its affiliates are engaged in the business of acquiring and/or partnering with owners and local communities to, decommission, demolish, and remediate industrial and power facilities/ sites (“**Legacy Sites**”) in the United States in order to redevelop them for the next best use, including renewable generation facilities and/or energy storage systems (collectively “**Renewable Assets**”) and mixed-use commercial developments (including, but not limited to, data centers and fulfillment centers) on or adjacent to such Legacy Sites;

D. **WHEREAS**, Developer envisions that the redevelopment, restoration and reuse of the Property will provide benefits to the local communities, including creation of jobs and skills transfer trainings, new and continued property and sales tax generation, affordable and sustainable energy solutions, cleaner environments, improved property aesthetics, multi-use developments, educational programs, and corporate social responsibility initiatives (the “**Community Benefits**”), and represents the best and highest use of the Property;

E. **WHEREAS**, Owner and Developer desire to explore the development and construction of Renewable Assets in the form of Renewable Assets on the Property (the “**Proposed Energy Projects**”) or mixed-use commercial or recreational facilities, including data centers on the Property (together with the Proposed Energy Project, the “**Redevelopment Projects**”);

F. **WHEREAS**, Owner and Developer desire to explore the management of the demolition of the Quindaro Power Station and environmental liabilities associated with the Quindaro Power Station, including, without limitation, abatement, cleanup, remediation, restoration and ongoing monitoring (the “**Quindaro Power Station Demolition & Remediation**”) by Developer in a manner such that the Quindaro Power Station Demolition & Remediation can be performed in connection with the development and construction of the Redevelopment Projects; and

G. **WHEREAS**, in furtherance thereof, Developer seeks from Owner, and Owner is willing to grant to Developer, an exclusive and irrevocable option and right to purchase the Property and certain related easement rights on the Quindaro Site, all upon the terms and conditions set forth in this Agreement.

H. **NOW, THEREFORE**, in consideration of these recitals (which are incorporated into this Agreement by this reference) and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

AGREEMENT

1. Option Grant/Diligence Period/Tax and Payment Information.

1.1 **Option Grant.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, Owner hereby grants to Developer effective as of the Effective Date an exclusive and irrevocable option (the “**Option**”), which may be exercised at any time during the Option Term (as defined in Section 2 below), to purchase the Property and certain related easement rights on the Quindaro Site, subject to all necessary governmental approvals, all on the terms and conditions set forth herein.

1.2 **Diligence Period and Payment.** Commencing on the Effective Date and continuing until the date that is the later of (i) sixty (60) days after the Effective Date and (ii) five (5) business days following (x) completion of any survey contemplated by Section 25.1, (y) the recording of the Memorandum by the Parties and (z) completion of the Phase II ESA (provided that Developer within five (5) days of the Effective Date orders the Phase II ESA and thereafter diligently pursues the same to completion) (the “**Diligence Period**”), Owner grants Developer a license to enter upon the Quindaro Site, subject to site security and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with Owner’s maintenance, operations and other work at the Quindaro Site, to conduct preliminary assessment of the Property and certain easement corridors on the Quindaro Site for the purposes of development, construction and operation of the Redevelopment Project (or portions thereof), and Developer shall pay to Owner the amount of One Hundred and No/100 Dollars (\$100.00) (the “**Diligence Period Payment**”) in connection with the execution of this Agreement within thirty

(30) days of the Effective Date which shall serve as independent consideration hereunder for Developer's right to conduct such preliminary due diligence during the Diligence Period. The Diligence Period Payment shall be non-refundable once paid to Owner. If the Agreement is terminated as set forth herein, Developer shall have no further obligation to pay any Option Payment that has a due date that is on or following the date of such termination.

1.3 Tax and Payment Information. Prior to or in connection with the execution and delivery of this Agreement (or as soon thereafter as reasonably possible), BPU, as agent of Owner, shall provide Developer with a telephone number which can be utilized to confirm Owner's wire instructions/ACH bank transfer information communicated to Developer pursuant to Section 3.9. Any payment by Developer utilizing the wire instructions/ACH bank transfer information provided by BPU, as agent of Owner, in this Agreement (as the same may be updated by BPU, as agent of Owner, by providing notice of such updated information in accordance with Section 12 below) shall be deemed delivered in compliance with this Agreement.

1.4 Exclusivity. Any conveyance, grant or other transfer of easements on the areas of the Quindaro Site outside of the Property or any other interests in and to areas of the Quindaro Site outside the Property beyond the transactions expressly contemplated by this Agreement, shall be subject to the prior written approval of Owner, and if necessary, the Board of Commissioners of Owner. From the Effective Date until the date that is six (6) months following expiration or earlier termination of this Agreement, Owner (on behalf of itself and its successors and assigns) agrees not to, directly or indirectly, without the prior written consent of Developer, explore any (i) potential reuse or redevelopment of the Quindaro Site (including the Property) for any Renewable Assets or data centers with any third party, (ii) use of the interconnection facilities on the Quindaro Site by a third party (other than existing use by any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site), or (iii) easements to such interconnection facilities with any such third party (other than to any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site). Developer hereby acknowledges and agrees that Owner has made no covenant, representation or warranty that any approval by Owner for the Redevelopment Project or otherwise requested or required under this Agreement will actually be granted.

2. Option Term/Option Payments/Option Exercise.

2.1 Option Term. The Option term (as the same may be extended by the Renewal Option Term, the "**Option Term**") of this Agreement commences on the expiration of the Diligence Period and shall terminate on the date that is one (1) year after such date, unless Developer delivers a Renewal Notice (as defined below), a Termination Notice (as defined below) and/or Notice of Exercise (as defined below) prior to such date; provided, however, that if a Notice of Exercise is properly and timely delivered hereunder, the Option Term shall expire at the end of the day prior to the Closing Date. Developer shall have the right to terminate this Agreement at any time prior to the end of the Option Term for any reason by delivering a written termination notice to Owner (a "**Termination Notice**"). Developer shall have the right to renew the Option Term for up to one (1) additional one-year renewal term (the "**Renewal Option Term**") at any time prior to the end of the Option Term by delivering a written renewal notice to Owner prior to the expiration of the initial Option Term (a "**Renewal Notice**"); provided, that Developer may only deliver a Renewal Notice to Owner if (x) Developer has either (A) commenced a "request for

proposal” or similar confidential bid process with data center operators with respect to the Redevelopment Project or (B) entered into an exclusivity agreement with a data center operator with respect to the Redevelopment Project, (y) Developer is exercising commercially reasonable efforts to consummate a transaction with a data center operator in connection with the Redevelopment Project, and (z) the Renewal Option Term is required to finalize, execute and consummate the definitive documentation with such data center operator. Developer shall deliver documentation reasonably acceptable to Owner evidencing such “request for proposal” or similar confidential bid process or exclusivity agreement with the Renewal Notice. If Developer terminates the Option without delivering any Notice of Exercise, this Agreement shall terminate and the Parties shall have no further obligation under this Agreement, except those obligations that expressly survive termination hereof; provided, however, that in the event of a termination, Developer agrees to promptly release and quitclaim any and all of its rights and interests under this Agreement. For the avoidance of doubt, the Option is in no way intended by the Parties and shall not be interpreted to create a conveyance of fee title to the Property until the Closing Date (as hereinafter defined), if any, shall have occurred (as defined in Section 2.3), and this Agreement shall be read and interpreted to be consistent with such primary intent of the Parties.

2.2 Option Payments. Unless Developer terminates this Agreement during the Diligence Period (in which case, neither Party shall have any further obligation hereunder except for those obligations expressly stated to survive the term of this Agreement), then commencing on the first day of the Option Term and thereafter on the first business day of each calendar month thereafter during the remainder of the Option Term, Developer shall make the payments to Owner, in advance without notice or demand, at a rate equal to One-Hundred Thousand Dollars (\$100,000) per annum of the Property (each payment, an “**Option Payment**”); provided, for the avoidance of doubt, that the first Option Payment shall be prorated to only include the number of calendar days between the commencement date of the Option Term and the end of the calendar month in which the Option Term commenced; provided, further, that the Option Payment during the Renewal Option Term shall be at a rate equal to Two-Hundred-Fifty Thousand Dollars (\$250,000) per annum of the Property, paid in full on the first business day of the Renewal Option Term. If Developer exercises the Option to purchase the Property pursuant to this Agreement before the end of the Renewal Option Term, Owner will credit Developer that portion of the Renewal Option Term Option Payment applicable to the number of calendar days that remain in the Renewal Option Term. In addition to the foregoing, for the avoidance of doubt, Developer’s obligation to make the Option Payments shall continue until the date of termination of this Agreement. The Option Payments made pursuant to this Agreement shall be non-refundable unless there is an Event of Default by Owner under this Agreement and such Event of Default continues beyond any applicable notice and cure periods, in which event any Option Payments paid after the expiration of the applicable notice and cure period of such continuing Event of Default by Owner shall be refundable until such Event of Default is cured or Developer waives such Event of Default. Option Payments shall be directed to the Kansas City Board of Public Utilities in accordance with Section 3.9. The terms of this Section shall survive the termination of the Agreement.

2.3 Exercise of Option. Subject to Section 6 and Section 7.1(c), Developer may exercise the Option to purchase the Property pursuant to the terms set forth herein by delivering to Owner written notice of exercise of the Option in the form set forth in Exhibit C attached hereto and incorporated herein by reference (“**Notice of Exercise**”), which may be delivered at any time during the Option Term. Such Notice of Exercise shall include (a) the proposed closing date for

Property, which date shall be subject to the reasonable approval of Developer and BPU, as agent of Owner (the "**Closing Date**"), which Closing Date in any event shall be no later than the date that is sixty (60) days after the date of the Notice of Exercise, (b) the Final Project Layout Map (as defined below) depicting the Redevelopment Project, any Easements to be granted to Developer and the corresponding Easement Property for each, and any Owner Easements, and (c) a list of any Transmission Easement(s), Access Easement(s), Utilities and Drainage Easement(s), and/or Temporary Construction Laydown Easement(s) to be granted to Developer and all Owner Easements to be granted to Owner in conjunction with the purchase of the Property and a description of the applicable Easement Property related thereto. The Property and any Easements grants and Easement Property to be conveyed at Closing are referred to herein collectively, the "**Project Property**").

2.4 Lapse or Termination of Option. If the Option Term terminates without Developer delivering a Notice of Exercise or if this Agreement is otherwise terminated, Developer shall, upon the written request of Owner, execute and record such further documentation as Owner may reasonably request evidencing the termination of Developer's right, title, and interest in and to the Property under this Agreement. Upon termination of this Agreement or exercise of the Option, Developer shall have no further obligation to make Option Payments.

3. Preliminary Studies, Grant of License.

3.1 Preliminary Studies/Grant of License. Owner grants to Developer for the entire Diligence Period and Option Term, a right of entry coupled with a license to enter, access and use all or any portion of the Property and any contemplated easement areas on the Quindaro Site, subject to site security, environmental and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with ongoing work by or operations of Owner at the Quindaro Site, for the purposes of conducting such investigations, examinations, and studies of such Property and potential easement areas as Developer deems necessary or desirable (the "**Preliminary Studies**"), including, without limitation, reviewing the condition of title, any lease or sublease affecting such Property and related contemplated easement areas, any contract or other commitment with respect to such Property, tax and appraisal matters, preliminary construction; conducting studies of energy resources and meteorological data; conducting soil and groundwater tests and studies, environmental, endangered/threatened species and archaeological assessments and surveys, including a Phase II Environmental Site Assessment (the "**Phase II ESA**"); investigating and, with prior notice to and coordination with Owner, pursuing land use, permitting and energy development regulatory matters relating to Developer's planned Project Operations (as defined below), including, without limitation, engaging in discussions with the UG regarding environmental and land use matters with respect to such Property and contemplated easement areas; performing drilling, excavation and other geotechnical activities on, and under such Property and contemplated easement areas; conducting studies and analyses with respect to demolition, decommissioning and remediation of any retired power facility assets or the Quindaro Site generally, and performing any preliminary demolition, decommissioning or remediation work as expressly set forth in the Turnkey Remediation Agreement; and any and all other matters required to be completed by Developer prior to full notice to proceed. Notwithstanding anything in this Agreement to the contrary, Developer shall not make any soil borings in the Property, or conduct any other invasive testing, sampling, or investigation of the Property, without having

received the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration or earlier termination of this Agreement with respect to the Property, Developer shall promptly remove all of its equipment from such Property and restore the changes Developer made to such Property as near as reasonably practicable to the condition before Developer made such changes, ordinary wear and tear excepted. In the event that Developer is not satisfied, in its sole discretion, with the results of its Preliminary Studies, Developer may terminate this Agreement with respect to the Property on or prior to the expiration of the Option Term upon providing written notice to Owner, in which event this Agreement shall be of no further force or effect with respect to such portion of the Property, and neither Party shall have any further obligation hereunder, except for those obligations specifically intended to survive the term of this Agreement. Owner grants to Developer a license, subject to site security, environmental and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with ongoing work by or operations of Owner at the Property, for the purpose of installing, operating, maintaining, repairing and removing one or more solar irradiance or other solar meteorological stations on any portion of the Property subject to the Option, coupled with a right of ingress and egress over the Property for the purpose of accessing any such meteorological station.

3.2 Review Materials. During the Diligence Period and Option Term, Owner shall give Developer reasonable access to review any material surveys, title reports, studies, surface reports (e.g., soil, drainage, geotechnical, environmental and flood control reports), plats, maps, permits/approvals, drawings, specifications, notices, assessments, documents, encumbrances, leases, licenses, and other agreements, contracts, information and material pertaining to the Property and any contemplated easement areas on the Quindaro Site ("**Owner's Materials**") to the extent that Owner has such Owner's Materials in its possession. As soon as reasonably practicable after the Effective Date, Owner shall use commercially reasonable efforts to deliver to Developer copies of the Owner's Materials that are in Owner's possession as of the Effective Date. During the Diligence Period and Option Term, Owner shall use best efforts to promptly cooperate with Developer in good faith in connection with Developer's review of the Owner's Materials and completion of Developer's Preliminary Studies, and shall deliver any Owner's Materials executed or otherwise produced by Owner following the Effective Date within ten (10) business days of such execution or production.

3.3 Cooperation re Entitlements & Health and Safety.

(a) Owner and Developer hereby agree that in connection with any third party approvals required under this Agreement, each Party shall reasonably cooperate using good faith, commercially reasonable efforts with the other Party's efforts to take any and all actions as may be reasonably necessary or proper to obtain such approvals, including, but not limited to, execution and return of any required documentation, applications or other instruments approved by the first Party within thirty (30) days; provided that if BPU, as agent of Owner, cannot reasonably review, approve execute and return such documentation, applications or instruments within such period, BPU shall endeavor to complete its review within ninety (90) days of its initial receipt of such documentation, application or instruments and, if approved by BPU, as agent of Owner, execute and return such documentation, applications or instruments (or provide notice to Developer that BPU, as agent of Owner, does not approve such documentation, applications or instruments) as soon as reasonably practicable thereafter.

(b) Developer acknowledges Owner may have obligations to complete remediation or restoration of the Property following the execution of this Agreement, and agrees to coordinate its activities during the Diligence Period and the Option Term with Owner in relation to any ongoing remediation or restoration activities on the Property. To the extent Owner's obligations with respect to remediation or restoration of the Property conflict with Section 3.3, such existing obligations shall supersede this Section 3.3.

(c) Owner hereby agrees that Developer may, in coordination with Owner and immediately following execution of this Agreement, commence taking any and all actions as may be necessary or proper for permitting the Project Operations on the Property and any related easement areas on the Quindaro Site including, without limitation, submitting any electrical interconnection requests and effectuating a subdivision pertaining to the Quindaro Site (which subdivision shall be subject to the prior written approval of BPU, as agent of Owner, which approval shall not be unreasonably withheld, conditioned or delayed), and Owner shall reasonably cooperate with Developer in good faith as reasonably requested by Developer in Developer's efforts to obtain electrical interconnection service and effectuate such subdivision; provided, however, that no such matters shall become binding on the Property, Developer or Owner until Closing has been completed. All reasonable, actual, documented, out-of-pocket costs and expenses that may be incurred by or assessed to Owner with respect to its cooperation in permitting the Property (including Developer's electrical interconnection requests and any resulting upgrades) and such subdivision shall be paid, or reimbursed to Owner, by Developer within thirty (30) days of Developer's receipt of a written request therefor. Unless otherwise required by law, order, rule or regulation, Developer shall lead any such permitting process, including, without limitation, all communications, discussions, meetings and negotiations with any governmental agencies, but will provide notice to Owner prior to such communications, discussions, meetings and negotiations.

(d) Owner and Developer agree to cooperate in good faith to ensure compliance by Owner and Developer with environmental, health and safety policies, including, but not limited to, providing any reasonably requested documentation or information promptly upon request therefor. Prior to the commencement of the Diligence Period, Owner shall provide Developer with a copy of its environmental, health and safety policy (the "**Owner EHS Policy**") or otherwise communicate applicable policies to Developer in writing.

3.4 Title Matters.

(a) No later than thirty (30) days following completion of the Survey (the "**Objection Deadline**"), Developer shall notify Owner, in writing, of its objections as to any title or survey matters identified in the Survey or Developer's title due diligence. In the event Developer notifies Owner of such objection(s) prior to the Objection Deadline, Owner will have the right, but not the obligation, to cure such objections. Within thirty (30) days after receipt of Developer's notice of objections (the "**Owner's Cure Notice Deadline**"), Owner will notify Developer in writing if Owner elects to attempt to cure such objections to the sole satisfaction of Developer, and if so, which objections Owner elects to cure ("**Owner's Cure Notice**"). If Owner provides no Owner's Cure Notice by the Owner's Cure Notice Deadline, Owner shall be deemed to have declined to cure all such objections. If Owner does not elect to cure any such objections by the Owner's Cure Notice Deadline, then Developer may terminate this Agreement by notice to

Owner on or before five (5) days after the Owner's Cure Notice Deadline. If Developer does not timely terminate this Agreement in accordance with this Section 3.4(a), then Developer shall be deemed to have elected to accept a conveyance of the Property subject to such uncured objection(s), and such uncured objection(s) shall be deemed "**Permitted Exceptions**".

(b) If Owner expressly in writing elects to cure any such objections, Owner will have thirty (30) days to cure such objections from the date Owner elected to cure such objections, unless such cure cannot reasonably be completed within thirty (30) days, in which case Owner may elect to have up to ninety (90) days to complete such cure so long as such cure is commenced within such thirty (30) day period. If Owner fails to timely cure such objection(s) that Owner elected to cure pursuant to the foregoing, then Developer may terminate this Agreement by notice to Owner within five (5) days of the expiration of such 30-day period, and the Parties shall thereafter be relieved of all further liability hereunder except those obligations that expressly survive the termination of this Agreement. If Developer does not timely terminate this Agreement in accordance with this Section 3.4(b), then Developer shall be deemed to have elected to accept a conveyance of the Property subject to such uncured objection(s), and such uncured objection(s) shall be deemed "**Permitted Exceptions**".

(c) For the avoidance of doubt, any matter shown on the Survey, title commitment or similar title report obtained by Developer, or any revision or update to any of the foregoing, to which Developer does not timely object to pursuant to Section 3.4(a) or to which Developer is deemed to have waived its objection pursuant to Section 3.4(a) or Section 3.4(b) hereof, will be deemed a "**Permitted Exception**". Notwithstanding anything to the contrary herein, the following are deemed included in the Permitted Exceptions:

(i) All Owner Easements agreed to in the Final Project Layout Map.

(ii) Ad valorem taxes and assessments for 2025 and subsequent years, provided the same are due and payable;

(iii) All applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; and

(iv) Liens affecting the Property that are created by Developer or its employees, agents, or contractors.

(d) At any time prior to the Closing, if Developer becomes aware of any title or survey matters to which an objection could not previously be raised pursuant to this Section 3.4 due to such matters not being disclosed in the Survey or any title commitment or similar title report obtained by Developer, Developer shall notify Owner, in writing, of its objections as to any such title or survey matters within fifteen (15) days of Developer becoming first aware of such matters, and the remaining terms and conditions of this Section 3.4 shall apply to such Developer objections, *mutatis mutandis*.

3.5 Planned Project Layout.

(a) During the Option Term, Developer will be working to determine whether it will be feasible to use the Property for the Redevelopment Project ("**Project Operations**"). This determination will be made based upon a variety of factors including Developer's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Developer's ability during the Option Term to obtain the necessary permits and interconnection, power purchase and engineering, procurement and construction contracts required for constructing and operating its contemplated Redevelopment Project on the Property.

(b) During the Option Term, Developer will deliver to BPU, as agent of Owner, a map or maps on one or more occasions depicting the Redevelopment Project on the Property and the location of the Owner Easements and any Easements (the "**Planned Project Layout**"). Developer shall, in the design of such Planned Project Layout, use commercially reasonable efforts to identify and mitigate any materially adverse impacts that the Redevelopment Project may have on Owner's operating power generation facilities on the Quindaro Site outside of the Property. BPU may provide Developer with a written summary of any comments or concerns Owner may have with respect to the Planned Project Layout within forty-five (45) days after receipt of the map depicting the initially contemplated Planned Project Layout (the "**Initial Owner Comment Period**"). If BPU submits any written comments or concerns to the planned location of all or any portion of the Planned Project Layout during the Initial Owner Comment Period, Developer will review and consider such comments and concerns together with all of the other relevant factors that need to be considered in planning the layout of the contemplated Redevelopment Project and related easement areas.

(c) After considering any BPU comments and concerns provided to Developer during the Initial Owner Comment Period together with all of the other relevant factors that need to be considered in planning the layout of the contemplated Redevelopment Project and related easement areas and further advancing Developer's planned layout, engineering and design for the planned Redevelopment Project, and after making such revisions as reasonably required by BPU, when Developer has finalized its project layout Developer shall prepare and deliver a proposed final project layout map ("**Proposed Final Project Layout Map**"), to BPU depicting the following:

(i) the final planned location for all easements, rights of way or similar rights of Owner in and to the Property appurtenant to the remainder of the Quindaro Site for the benefit of Owner (collectively, the "**Owner Easements**");

(ii) the final approved location (or alternative final planned locations) for any non-exclusive easements, rights of way or similar rights of access ("**Easements**") and/or a switchyard site (or expansion thereof) on any other portion of the Quindaro Site, in each case that is outside the Property to be utilized for the purposes of:

(1) accessing, installing, operating, maintaining, repairing and replacing gen-tie or collection line facilities and fiber optic, communications and control facilities for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the "**Transmission Facilities Easement Area(s)**"),

(2) accessing, installing, operating, maintaining, repairing and replacing roads and paths for ingress, egress and access purposes for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the **"Access Road Easement Area(s)"**),

(3) accessing, installing, operating, maintaining, repairing and replacing electric, water, gas, sewage and drainage facilities (including drainage ponds) for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the **"Utilities and Drainage Easement Area(s)"**,

(4) parking, temporary storage of equipment and supplies, assembly, conductor tensioning and other related construction logistics purposes during the time period during which construction activities on the contemplated Redevelopment Project or Transmission Facilities is occurring until construction completion thereof (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the **"Temporary Construction Laydown Easement Area(s)"**),

(5) a switchyard area and any required access rights thereto, if it is determined that any third party utility will require a conveyance of a portion of the Property for a switchyard required for connecting the Redevelopment Project to the grid (which switchyard area, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the **"Switchyard Area"**), and

(6) any areas required to be maintained as a habitat or conservation area pursuant to applicable law as a result of the development and construction of the Redevelopment Project or that are required to mitigate any of the effects discussed in Section 4.5(c) of this Agreement resulting from the Redevelopment Project (a **"Habitat Conservation Area"**).

Any Transmission Facilities Easement Area(s), Access Road Easement Area(s), Utilities and Drainage Easement Area(s), Temporary Construction Laydown Easement Areas and/or Habitat Conservation Area for a particular Redevelopment Project are referred to herein collectively as the **"Easement Property"**.

(d) Following its receipt of the Proposed Final Project Layout Map, BPU may provide Developer with a written summary of any final comments or concerns Owner may have with respect to the Planned Project Layout within fifteen (15) days after receipt thereof (the **"Final Owner Comment Period"**). If BPU submits any written comments or concerns to the planned location of all or any portion of the Proposed Final Project Layout Map during the Final Owner Comment Period, Developer will review and consider such comments and concerns together with all of the other relevant factors that need to be considered in finalizing the layout of the contemplated Redevelopment Project and related easement areas; provided, that Developer and BPU must agree on the planned location of the Owner Easements and the Easements. BPU shall be deemed to have approved the Proposed Final Project Layout Map if it does not provide comments during the Final Owner Comment Period.

(e) After considering any BPU comments and concerns provided to Developer during the Final Owner Comment Period together with all of the other relevant factors that need to be considered in finalizing the layout of the contemplated Redevelopment Project and related easement areas and further advancing Developer's final layout, engineering and design for the planned Redevelopment Project, and after making such revisions as reasonably required by BPU, when Developer has finalized its project layout Developer shall prepare and deliver the final project layout map ("**Final Project Layout Map**") to BPU and Owner depicting the final layout of the Redevelopment Project, the Owner Easements and the Easements.

3.6 Insurance.

(a) Developer. Developer (or one of its affiliates) shall, at its expense, maintain a commercial general liability insurance policy insuring against loss or liability caused by Developer's activities on the Property under the Agreement during the Diligence Period and the Option Term, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate, as well as excess liability coverage of not less than Ten Million Dollars (\$10,000,000), which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon written request of Owner. Owner shall be named as an additional insured under Developer's commercial general liability insurance policy.

(b) Owner. During the Diligence Period and Option Term, Owner shall maintain at least substantially the same insurance coverages Owner has in effect for the Property as of the Effective Date, and any additional coverages Owner may elect in its sole and absolute discretion. Developer shall be named as an additional insured under Owner's commercial general liability and property insurance policies.

3.7 Indemnities. Without limiting the provisions of Section 8.3 and Section 9.2(d) and subject to the provisions thereof:

(a) Developer will indemnify, defend and hold harmless Owner and its affiliates and its and their employees, officers, directors, equityholders, agents, lessees, contractors, subcontractors and other representatives (each an "**Owner Related Party**", and collectively, "**Owner Related Parties**") against any and all claims for losses, damages, claims, expenses and other liabilities ("**Losses**"), in each case to the extent resulting from or arising out of (i) physical damage to property located on the Quindaro Site during the term of this Agreement or (ii) physical injury, death or disability to any person on the Quindaro Site during the term of this Agreement, but in each case only to the extent caused by Developer or a Developer Related Party and except to the extent caused (in whole or in part) by the negligence or willful misconduct of Owner or any Owner Related Party. The foregoing indemnification obligations shall survive the termination of this Agreement (but only with respect to claims arising during the term of this Agreement).

(b) Owner will indemnify, defend and hold harmless Developer and its affiliates and its and their employees, officers, directors, equityholders, agents, lessees, contractors, subcontractors and other representatives (each a "**Developer Related Party**", and collectively, "**Developer Related Parties**") against any and all Losses, in each case to the extent

resulting from or arising out of (i) physical damage to property located on the Quindaro Site during the term of this Agreement or (ii) physical injury, death or disability to any person on the Quindaro Site during the term of this Agreement, but in each case only to the extent caused by Owner or an Owner Related Party and except to the extent caused (in whole or in part) by the negligence or willful misconduct of Developer or any Developer Related Party. The foregoing indemnification obligations shall survive the termination of this Agreement (but only with respect to claims arising during the term of this Agreement).

(c) The Indemnified Party shall use its commercially reasonable efforts to mitigate in accordance with applicable law any Losses for which such person seeks indemnification for under this Section 3.7.

(i) The amount of any Losses to be indemnified by any Indemnifying Party shall be reduced by any amounts recovered by the Indemnified Party (i) under the Indemnified Party's applicable insurance policies or (ii) from any other person alleged to be responsible therefor; provided, that in each case, such reduction in the amount of Losses shall be net of any increases in premiums, taxes, and any costs incurred in connection with such recovery or making claims under such insurance policies or collateral source (including costs of collection or deductibles).

(ii) If the Indemnified Party mitigates its Losses after the Indemnifying Party has paid the Indemnified Party in respect of such Loss under this Section 3.7, then the Indemnified Party must promptly notify the Indemnifying Party in writing the extent of the value of the benefit to the Indemnified Party of such mitigation (less the Indemnified Party's costs of mitigation) within five (5) business days after the benefit is received, and shall make payment of such amount to the Indemnifying Party within thirty (30) calendar days after the benefit is received.

(d) The indemnification obligations of the Parties set forth in this Section 3.7 shall, where negligence is determined to have been joint or contributory, be determined in accordance with the principles of comparative negligence, and each Party shall bear the proportionate Losses attributable to such Party's negligence.

(e) For purposes of this Section 3.7, any person that seeks indemnification pursuant to this Section 3.7 shall be the "**Indemnified Party**", and any person providing such indemnification shall be the "**Indemnifying Party**".

3.8 Owner's Use of the Property. During the Option Term, Owner shall have the right to continue to use the Property for its current use and any and all other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws. Owner shall not purposely take any action to render any of the representations or warranties of Owner set forth herein incorrect. Since Owner understands that Developer is using or contemplating using any portions of the Property then subject to the Option for Project Operations, Owner shall not create, modify or extend any leases or other agreements granting other parties rights to use or possess any such portions of the Property, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess such portions of the Property, or

otherwise unreasonably interfere with Developer's activities during the Option Term. Except as permitted under or pursuant to the Turnkey Remediation Agreement, Owner shall not make any material alterations to any portions of the Property (including, for the avoidance of doubt, with respect to any utilities on the Property by Owner and any Quindaro Power Station Demolition & Remediation undertaken by Owner) without the prior written consent of Developer (not to be unreasonably withheld, conditioned or delayed).

3.9 Payment Address. Developer's payments to Owner shall be made using the ACH information provided by Owner to Developer in accordance with any notice given pursuant to Section 15 below. Email shall be submitted to AR@bpu.com with reference to Project Yardbird Option Purchase Agreement along with amount of payment.

3.10 Environmental Site Assessments.

(a) Developer, in conducting any environmental site assessment on the Property (including the Phase II ESA), shall comply with all applicable Environmental Laws, including, but not limited to, Environmental Laws regarding the storage, use, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. Developer shall develop a work plan including: a scope of work; identification of contractors, materials expected to be generated, permits and notifications expected to be required, and other information needed for BPU, as agent of Owner, to approve the scope (BPU's approval will not be unreasonably withheld). Developer shall acquire all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to Developer's use of the Property and any environmental site assessment. Owner shall be considered the generator of all Investigation-Derived Wastes arising out of or generated by any environmental site assessment, and Developer and its contractors shall cooperate with Owner to characterize materials and complete any necessary manifests for disposal of Investigation-Derived Waste. Developer shall be responsible for causing the proper disposal of all such Investigation-Derived Wastes arising out of or generated by any environmental site or demolition/remediation assessment in accordance with Environmental Laws.

(b) In the event of the release, spill, leak, discharge, disturbance, or disposal of Hazardous Materials on or from the Property as a result of Developer or a Developer Related Party conducting any environmental site assessment, Developer shall use reasonable best efforts to control such event as soon as practicable, and shall timely report and diligently remediate all contaminated media to applicable federal, state, and local standards. Developer shall also promptly notify Owner, verbally or in writing and prior to making timely reports. Such notification shall include a description of the release, spill, leak, discharge, or disturbance of Hazardous Materials, the control and remediation response actions taken by Developer, and the proposed communication plan for notification to any federal, state, or local agency with regard to such release, spill, leak, discharge, disturbance, or disposal. No notifications to federal, state, or local agency shall be made by Developer prior to contacting Owner. Developer shall indemnify Owner for any penalties and all reasonable and documented cost and expense incurred by Owner as a result of such release, spill, leak, discharge, disturbance or disposal of any Hazardous Materials on or from the Property by Developer or any Developer Related Parties. As soon as feasible after any such release, spill, leak, discharge, disturbance, or disposal of Hazardous Materials on or from the Property, Developer shall provide Owner with a written summary of the underlying facts and any

responses taken and/or proposed with regard to such release, spill, leak, discharge, or disposal ("**Release Response Plan**"). Developer shall make available to Owner for inquiry, inspection and copying, upon reasonable notice and at reasonable times during normal business hours, any documents or records (which documents or records shall be made available electronically or in physical form in Wyandotte County, Kansas at Developer's election) regarding activities taken by Developer under this Section 3.10(c) and reasonable access to Developer's personnel in connection with such inquiry, inspection and copying. BPU, as agent of Owner, will timely approve the Release Response Plan or provide comments, if needed, to address business and operational considerations necessary to approve the summary and proposed next steps. If BPU and Developer cannot come to an agreement on the Release Response Plan, the Developer will timely execute and implement the BPU-approved portions of the Release Response Plan, and Owner will indemnify, defend and hold harmless Developer and the Developer Related Parties against any and all claims for losses, damages, claims, expenses and other liabilities to the extent resulting from or arising out of BPU's failure, delay or refusal to approve any portion of the Release Response Plan proposed by Developer that Developer reasonably believes is required to comply with applicable Environmental Laws and that Developer does not perform as a result of BPU's failure or refusal to approve. The provisions of Section 3.10(b) shall expressly survive the termination of this Agreement.

(c) For purposes of this Agreement, (i) "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, any per- and polyfluorinated substance, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation currently in place or promulgated in the future, regardless of quantity or levels and whether injurious by themselves or in combination with other materials, including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos and (ii) "**Investigation-Derived Wastes**" shall mean discarded materials and waste resulting from field activities conducted for environmental assessment of the Property, such as sampling, surveying, drilling, excavation, and decontamination processes; examples of Investigation-Derived Wastes include soil cuttings, purged groundwater, decontamination water, and disposable equipment used to manage samples that may be classified as hazardous or nonhazardous.

(d) Developer shall provide Owner with a copy of any final report for any environmental site assessment performed on the Quindaro Site pursuant to Section 3.10 within two (2) business days of receipt.

4. Purchase Price. In the event Developer delivers a Notice of Exercise, Developer shall pay as consideration for Owner's conveyance of the Property to Developer on the Closing Date (as hereinafter defined) an equal to (i) \$160,000.00 per acre *times* the aggregate acreage specified on Exhibit A hereto *minus* (ii) the Demolition & Remediation Cost (the "**Purchase Price**"); provided,

that in no event shall the Purchase Price be less than \$0.00. For purposes of this Section 4, the **“Demolition & Remediation Cost”** shall be as set forth in the Turnkey Remediation Agreement.

5. Easements.

5.1 Grant of Easements. In addition to the Deed, Owner shall also grant and deliver at Closing to Developer the applicable Easements on the Easement Property included in the Final Project Layout Map and the Notice of Exercise, as applicable, which Easements (and the terms and conditions thereof) shall be granted by separate easement agreement approved by BPU, as agent of Owner, and Developer, and which Easements may include:

(a) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, agents and invitees to use the Transmission Facilities Easement Area(s) for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: poles and overhead and/or underground lines, wires and cables for the conveyance of electric energy, and overhead and underground communications lines and equipment for communications purposes, and all necessary and proper anchors, support structures, foundations, conduit, footings, cross-arms, attachment hardware (e.g., nuts, bolts, clamps, etc.) and insulators, guardrails and other appliances, equipment, facilities, roads and fixtures for use in connection with said poles, lines, wires, conduit and/or cables (collectively, the **“Transmission Facilities”**), and the right to keep the Transmission Facilities Easement Area and surrounding areas within fifteen (15) feet of the boundary of the Transmission Facilities Easement Area clear of all brush, trees, timber and/or additional structures, improvements and facilities constructed after the Closing Date, or other hazards that in Developer’s reasonable opinion could interfere with or could damage the Transmission Facilities or the exercise of the rights granted hereunder (a **“Transmission Easement”**);

(b) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, agents, and invitees to use the Access Road Easement Area for the installation, replacement, repair, maintenance, operation and use of roads, paths and underground utilities relating to the Property (an **“Access Easement”**);

(c) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use the Utilities and Drainage Easement Area(s) for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: electric, water, gas, sewage and drainage infrastructure facilities for the contemplated Redevelopment Project (the **“Utilities and Drainage Easement(s)”**), including, but not limited to, pipelines, pump(s), meter(s), Transmission Facilities, ditches, canals, channels and related utility and drainage infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such utility and drainage infrastructure facilities (the **“Utilities and Drainage Facilities”**). Developer shall have right to connect Developer’s Utilities and Drainage Facilities to Owner’s existing utilities and drainage facilities; provided (i) any upgrades required for Developer to interconnect and use Owner’s existing utilities infrastructure

shall be completed at Developer's sole expense, and (ii) Developer will install separate meters if Developer connects to any of Owner's electric, water or gas utilities facilities, and (iii) Developer shall reimburse Owner for the amount owed to any such utilities for any such utilities services used by Developer within thirty (30) days of an invoice from Owner reasonably documenting the amount owed to the utilities for such services. For the avoidance of doubt, Developer's nonexclusive easement rights under this paragraph and rights to connect Developer's Utilities and Drainage Facilities to Owner's existing utilities and draining facilities shall each be subject to meeting applicable law, rules or regulations, including meeting all applicable codes;

(d) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use the Temporary Construction Laydown Easement Areas for the period starting on the Closing Date until six (6) months after the date on which construction of the Redevelopment Project is completed (the "**TCL Easement Expiration Date**"), for the purpose of parking, office trailers, communications equipment, security cameras, sanitary facilities (porta potties), shade structures, benches, temporary storage of equipment and supplies, assembly, and other related construction logistics purposes, including the right to lay down temporary gravel, rock and other ground treatment necessary for all-weather use, and the right to keep the Temporary Construction Laydown Easement Areas clear of all brush, trees, timber and/or additional structures, improvements and facilities or other hazards that in Developer's reasonable opinion could interfere with the exercise of the rights granted hereunder (a "**Temporary Construction Laydown Easement**"); and

(e) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use or hold the Habitat Conservation Areas (a "**Habitat Conservation Easement**").

5.2 Owner Easements. Developer shall grant and deliver at Closing to Owner the Owner Easements included in the Final Project Layout Map.

5.3 Agreements for Easements and Owner Easements. Following the completion of the Survey and during the Option Period, Developer and BPU, as agent of Owner, agree to negotiate in good faith the easement agreements for all applicable Easements and Owner Easements hereunder, all of which shall be initially drafted by BPU, as agent of Owner, based on Owner's standard forms.

6. Conditions Precedent.

6.1 Developer's Conditions. Developer's obligation to complete the Closing of the conveyance of the applicable Project Property after delivery of a Notice of Exercise is subject to the following conditions:

6.1.1 Title Policy. The title company selected by Developer, which shall be an industry recognized title company reasonably acceptable to Owner ("**Title Company**"), shall be irrevocably committed to issue to Developer an owner's policy of title insurance for the Project Property subject to the Permitted Exceptions and including such endorsements as may be reasonably requested by Developer ("**Title Policy**").

6.1.2 Covenants. Owner having performed in all material respects Owner's obligations under this Agreement.

6.1.3 Representations and Warranties. The representations and warranties of Owner set forth in Section 8 being true and accurate in all material respects on the Closing Date, as if made on such date.

6.1.4 No Material Adverse Change. There shall have been no material adverse change in the condition of the Project Property between the date the Notice of Exercise is sent and the Closing Date.

6.2 Owner's Conditions. Owner's obligation under this Agreement to complete the Closing of the conveyance of the applicable Project Property after Developer's delivery of a Notice of Exercise is subject to the following conditions:

6.2.1 Covenants. Developer having performed in all material respects Developer's obligations under this Agreement.

6.2.1 Representations and Warranties. The representations and warranties of Developer set forth in this Agreement being true and accurate in all material respects on the Closing Date, as if made on such date.

6.2.2 Option Exercise. Developer having properly and timely exercised the Option with respect to the Property and any applicable Easements as required under this Agreement.

6.2.3 Turnkey Remediation Agreement. The Turnkey Remediation Agreement has been entered into by BPU, as agent for Owner, and Developer.

6.2.4 Easements and Owner Easements. The easement agreements for all applicable Easements and Owner Easements hereunder shall have been fully negotiated and approved by Developer and BPU, as agent of Owner.

6.3 Compliance with Subdivision Laws. Developer's and Owner's respective obligation to complete the Closing contemplated by this Agreement shall be subject to the condition precedent (which is for the benefit of both parties and is not waivable by either party) that the Property must be sold on the scheduled Closing Date in compliance with all applicable subdivision laws and ordinances.

6.4 Failure of Conditions. If any of the conditions set forth in this Section 6 are not timely satisfied or waived by the applicable party which is the beneficiary of the condition(s), then the obligation of Developer or Owner, as applicable, to complete the Closing of the Project Property hereunder shall terminate, and upon the election of such Party this Agreement may be terminated upon notice to the other Party, in which event the Parties hereto shall have no further rights or obligations hereunder whatsoever except for such rights or obligations that, by the express terms hereof, survive any termination of this Agreement.

7. Closing.

7.1 Purchase and Sale of Project Property.

(a) Purchase and Sale of Project Property. In the event Developer exercises the Option, then subject to the terms and conditions of this Agreement, including Section 7.1(c), on the designated Closing Date for the applicable Project Property, (i) Developer shall purchase the Project Property in exchange for the Purchase Price for the Project Property, (ii) Owner shall transfer and convey ownership of the Property subject to the Permitted Exceptions, (iii) Owner shall grant to Developer the Easements, and (iv) Developer shall grant to Owner the Owner Easements.

(b) Turnkey Remediation Agreement. Following the Effective Date, BPU, as agent of Owner, and Developer will use commercially reasonable efforts to explore in good faith potential options and solutions for the Quindaro Power Station Demolition & Remediation, including the proposed redevelopment plan set forth on Exhibit E hereto (the "**Proposed Redevelopment Plan**"). In the event BPU and Developer are able to agree on terms with respect to the Quindaro Power Station Demolition & Remediation, including with respect to responsibility, costs and timing therefor, BPU and Developer will negotiate in good faith a definitive agreement with respect thereto (a "**Turnkey Remediation Agreement**"), which definitive agreement would be entered into by Owner and Developer. For the avoidance of doubt, this Section 7.1(b) shall not require Owner or Developer to enter into a Turnkey Remediation Agreement, and Developer and its affiliates will not have any obligations with respect to the Quindaro Power Station Demolition & Remediation unless expressly agreed to in a Turnkey Remediation Agreement. The Parties intend that the Turnkey Remediation Agreement will reflect the Proposed Redevelopment Plan, with such adjustments as needed following completion of Developer's diligence and studies.

(c) Condition to Exercise of Option. Notwithstanding anything in this Agreement to the contrary, Developer may not exercise the Option or deliver a Notice of Exercise to Owner unless and until the Turnkey Remediation Agreement has been entered into by Owner and Developer.

7.2 Time. The closing of the purchase and sale of any applicable Project Property pursuant to this Agreement ("**Closing**"), shall occur on the closing date designated in the applicable Notice of Exercise, or on such other closing date as is mutually agreed between the parties in writing ("**Closing Date**").

7.3 Owner's Deliveries. Owner shall deliver the following to the Title Company at Closing:

(a) A (i) duly executed and acknowledged special warranty deed ("**Deed**") conveying good and valid fee title to the Property, subject to the Permitted Exceptions (which form of Deed shall be agreed to and attached as an exhibit to the Turnkey Remediation Agreement), (ii) duly executed and acknowledged easement agreements conveying the Easements to Developer, and (iii) duly executed and acknowledged easement agreements accepting the conveyance of the Owner Easements from Developer;

(b) A duly executed certificate of Owner stating that Owner is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended, and any similar state certificates ("**Non-Foreign Certificates**");

(c) Title affidavits and indemnities in form and content as may be reasonably required by the Title Company and reasonably approved by BPU, as agent of Owner, to delete all of the title commitment standard exceptions (other than the Permitted Exceptions), including the standard "gap" exception, the standard mechanic's lien exception, and the standard parties in possession exception and any exceptions for judgment, state or federal tax, environmental, broker, or other liens from the Title Policy;

(d) Instruments reasonably satisfactory to the Title Company reflecting the proper power, good standing, and authorization for the sale of the Project Property from Owner to Developer and the execution and delivery of all documents hereunder;

(e) Such disclosures and reports as are required by applicable state and local law of a seller in connection with the conveyance of real property; and

(f) Such additional documents as may be necessary for conveyance of the Project Property in accordance with this Agreement, including such escrow instructions as may be required by the Title Company in a form reasonably acceptable to Owner.

7.4 Developer's Deliveries. Developer shall deliver the following to the Title Company at Closing:

(a) The Purchase Price for the Project Property, and plus or minus costs and prorations as provided in Section 7.6 (the "**Net Purchase Price Proceeds**");

(b) A (i) duly executed and acknowledged Deed, (ii) duly executed and acknowledged easement agreements accepting the conveyance of the Easements from Owner, and (iii) duly executed and acknowledged easement agreements conveying the Owner Easements to Developer; and

(c) Such additional documents as may be necessary for conveyance of the Project Property in accordance with this Agreement, including such escrow instructions as may be required by the Title Company in a form reasonably acceptable to Developer.

7.5 Closing. When the Title Company has received all deliveries identified in Section 7.3 and Section 7.4, has received notification from Developer and Owner that all conditions to Closing have been satisfied or waived, and is irrevocably committed to issue the Title Policy, then, and only then, the Title Company shall:

(a) Record the Deed for the Project Property in the real property records of the county in which the Project Property is located,

(b) Deliver the Net Purchase Price Proceeds to Owner;

(c) Issue the Title Policy to Developer; and

(d) Deliver to Developer (i) conformed copies (showing all recording information thereon) of the Deed; and (ii) the Non-Foreign Certificate.

7.6 Closing Costs and Prorations. Developer shall pay all transfer taxes at Closing and Developer shall pay all escrow costs. Developer shall pay any title premium in connection with the issuance of the Title Policy obtained by Developer. All other closing costs or fees relating to the Closing shall be paid by the parties in accordance with the local custom in the county in which the Project Property is located. Property taxes and assessments on the Project Property shall be prorated between Developer and Owner (if applicable) as of the Closing, based on the most current statements and information available at such time. If the Project Property is part of a larger assessor's parcel, then the property taxes and assessments allocable to the Project Property shall be determined on a pro rata basis based on acreage. Owner shall be solely responsible for, and shall promptly pay, all supplemental, escape and other taxes and assessments made or levied against the Project Property to the extent they apply to any period prior to the Closing.

7.7 Possession. Owner shall deliver the Project Property to Developer free and clear of any liens, encumbrances, mortgages, estoppels, leases, option leases or other exception to title, and parties in possession on the applicable Closing Date therefor. Prior to the Closing, Owner shall remove, at its own expense, the Excluded Assets from the Project Property.

8. Developer's Representations, Warranties and Covenants. Developer hereby represents, warrants and covenants to Owner as follows as of the Effective Date:

8.1 Developer's Authority. Each person signing this Agreement on behalf of Developer is authorized or will be authorized to do so. When signed, this Agreement constitutes a valid and binding agreement enforceable against Developer in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by Developer for Developer's lawful execution, delivery and performance of this Agreement.

8.2 Compliance with Law. Developer shall conduct its activities on the Quindaro Site in a lawful manner and obtain any necessary permits and government approvals pertaining to its activities on the Quindaro Site.

9. Owner's Representations, Warranties and Covenants.

9.1 Owner's Authority. Owner hereby represents, warrants and covenants to Developer as follows as of the Effective Date and the Closing Date, all of which representations and warranties are true and correct as of the Effective Date and shall be true and correct on the Closing Date: Owner has or will have the unrestricted right and authority to execute this Agreement and to grant to Developer the rights granted hereunder; each person signing this Agreement on behalf of Owner is authorized or will be authorized to do so; when signed, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms, and no consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by Owner for Owner's lawful execution, delivery and performance of this Agreement.

9.2 Other Representations, Warranties & Covenants. Except as set forth on Schedule 9.2, Owner hereby represents, warrants and covenants to Developer as follows as of the Effective

Date and the Closing Date, all of which representations and warranties are true and correct as of the Effective Date and shall be true and correct as of the Closing Date:

(a) Ownership of the Quindaro Site. Except as may otherwise be set forth on the Survey or any title commitment or similar title report obtained by Owner and disclosed to Developer, to Owner's knowledge, Owner is the sole owner of the Quindaro Site, including the Property.

(b) Liens and Tenants. To Owner's knowledge, except for matters of public record and items disclosed in any title report or survey obtained by Developer, there are no unrecorded liens, encumbrances, leases, subleases, option leases, easements, rights of way, access rights, rights of first offer, rights of first refusal, licenses, occupancy agreements, fractional interests, mineral rights or oil and gas rights, water rights or other exceptions to Owner's fee title ownership of the Quindaro Site. Except as otherwise disclosed to Developer in writing or on the Survey or any title commitment or similar title report obtained by Developer, there are no tenants on the Quindaro Site under leases or other occupancy agreements entered into by Owner.

(c) No Interference/Quiet Enjoyment. Owner's activities and any grant of rights Owner makes to any person or entity on the Quindaro Site shall not, currently or prospectively, unreasonably interfere or directly compete with: the evaluation, investigation, construction, installation, maintenance, or operation of the Redevelopment Project and/or access over the Property and/or Developer's rights granted hereunder to use the Property for Project Operations and/or to use any Easement Property for the purposes described in Section 5.1, except for Owner's maintenance, operation and/or demolition of the Quindaro Power Station improvements on the Property and Owner's operations at the Quindaro Site outside the Property, which shall not be unreasonably interfered with by Developer or its contractors. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) engage in any other activity on the Quindaro Site that might compete with the Redevelopment Project.

(d) Environmental Laws. Owner has not received any written notice of any material violation, and to the knowledge of Owner, no other person has received any written notice of any violation of Environmental Laws pertaining to the Quindaro Site, that, as of the date hereof, remains uncured, and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the best knowledge of Owner, threatened, under any Environmental Laws with respect to the ownership, use or occupation of the Quindaro Site.

(e) Litigation. No litigation, bankruptcy proceeding, or condemnation of or relating to the Quindaro Site is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Quindaro Site. If Owner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Quindaro Site, Owner shall promptly deliver notice thereof to Developer.

(f) Compliance with Law. To Owner's knowledge and other than with respect to Environmental Laws, the Quindaro Site, and Owner's use of the Quindaro Site is

currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable to the Quindaro Site.

(g) Full Disclosure. To Owner's knowledge, effective after Owner has delivered the Owner's Materials, Owner has delivered or made available to Developer true, complete and accurate copies of all reports, studies, documents and agreements in Owner's possession which are material to evaluating the Property.

(h) Title Insurance; Survey. Owner shall reasonably cooperate with Developer (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Developer's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance with liability in an amount reasonably satisfactory to Developer insuring that fee or easement title to any Project Property is vested in Developer free of encumbrances, except as permitted herein or otherwise approved by Developer, and including such endorsements as Developer may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located. The Parties acknowledge that prior to the Effective Date, the Owner engaged a surveyor to conduct a survey of the Property (a "Survey"), which survey is expected to be completed prior to the expiration of the Diligence Period. Developer shall reimburse Owner for all fees incurred in connection with such Survey within thirty (30) days of delivery by Owner of an invoice therefor, which invoice shall include reasonable supporting documentation detailing such fees.

The foregoing covenants, representations and warranties of Owner are true and correct as of the Effective Date and shall be in full force and effect and deemed to have been automatically reaffirmed and restated by Owner in their entirety as of the date and time of Closing, but shall survive the Closing only for a period of six (6) months (the "Survival Period"), except for any matter which Developer obtains actual knowledge of or any changes in any foregoing representation or any breach of a foregoing warranty or agreement that occurs and is promptly disclosed in writing by Owner to Developer following such change prior to Closing (the "Disclosures"), which Disclosures shall thereafter be updated by Owner to the date of Closing. Any Disclosure shall be in writing and shall be delivered in accordance with the notice provisions of this Agreement. If Developer is notified in writing of any material adverse change in any representation or a material breach of a foregoing warranty or agreement, Developer shall promptly notify Owner and if Owner does not cure all such material adverse changes and material breaches prior to Closing, then notwithstanding anything herein to the contrary, Developer may elect to (i) close and consummate the transaction contemplated by this Agreement and thereby waive such representation and/or warranty; or (ii) terminate this Agreement by notice to Owner, whereupon the Parties hereto shall have no further rights or obligations hereunder whatsoever except for such rights or obligations that, by the express terms hereof, survive any termination of this Agreement.

9.3 Knowledge. The term "knowledge" as used in this Section with respect to Owner shall mean the actual knowledge of the General Manager of the BPU, the Chief Compliance Officer of the BPU, and any persons acting in such roles on or following the Effective Date ("Owner's Representatives"), without any duty of inquiry or investigation; provided that so qualifying Owner's knowledge shall in no event give rise to any personal liability on the part of Owner's Representative, or any other officer or employee of Owner, on account of any breach of

any representation, warranty or covenant made by Owner herein. Said "knowledge" does not include constructive knowledge, imputed knowledge, or knowledge Owner or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Owner is authorized to make any representation or warranty for or on behalf of Owner. Owner represents and warrants that the Owner's Representatives are involved in and have knowledge of the day-to-day operations of the Property.

9.4 Survival; De Minimis Claims; Limitation of Liability. With respect to any post-Closing discovery by Developer of a breach of Owner's representations and warranties set forth in this Section, Developer shall be required to provide written notice to Owner of such claim prior to the expiration of the Survival Period, or else such right shall be waived. Notwithstanding anything to the contrary herein, (i) no claim shall be made by Developer under this Section unless the aggregate amount of exposure or damage claimed exceeds the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), in which event only the excess of such amount may be pursued, (ii) the maximum liability of Owner for any such breach of Owner's representations and warranties shall not exceed the aggregate sum of Seven Hundred Thousand and No/100 Dollars (\$700,000.00), to be paid by Owner on a prorated monthly basis over a six-month period at the Prime Rate, and (iii) in no event shall Owner have any liability to Developer with respect to a breach of representation, warranty or covenant under this Agreement to the extent Developer had knowledge of such breach prior to Closing. For purposes of this Agreement, Developer's "knowledge" shall include the actual knowledge of any officer of Developer after reasonable inquiry of their direct reports and any advisors engaged by Developer in connection with this Agreement or the Redevelopment Project. The provisions of this paragraph shall survive the Closing. For purposes of this Section, "Prime Rate" shall mean the prime rate of interest reported by the Wall Street Journal as of the first payment date of any payment obligation of Owner pursuant to the foregoing.

9.5 OWNER DISCLAIMER.

(a) EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN AND SUBJECT TO THE TERMS OF THE TURNKEY REMEDIATION AGREEMENT, THE OPTION IS BEING GRANTED, AND ANY SALE OF THE PROPERTY IS BEING SOLD, IN AN "AS IS," "WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE, SUBJECT TO NORMAL WEAR AND TEAR AND DAMAGE BY FIRE OR OTHER CASUALTY AS SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DEVELOPER ACKNOWLEDGES AND AGREES THAT OWNER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED AND/OR UNDERTAKEN BY OWNER OR BY ANY PARTNER, OFFICER, DIRECTOR, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF OWNER AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (B) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING, HANDICAPPED

ACCESSIBILITY, OR DEVELOPMENT LAWS, CODES, RULES AND REGULATIONS); THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (C) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED WITHIN THE PROPERTY; (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DEVELOPER MAY CONDUCT THEREON; (D) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (E) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; (F) WHETHER THE PROPERTY CONTAINS ASBESTOS OR ANY OTHER HARMFUL, HAZARDOUS OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME, OR THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WATER, SOIL, AND GEOLOGY OR (G) THE FINANCIAL PROSPECTS AND OTHER OPERATIONAL RESULTS OF THE PROPERTY OR THE ABILITY OF ANY TENANT THEREOF TO PAY ANY SUM(S) DUE UNDER THE LEASES. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT. DEVELOPER SHALL NOT RELY UPON ANY STATEMENT OR REPRESENTATION BY OR ON BEHALF OF OWNER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

(b) DEVELOPER ACKNOWLEDGES THAT DEVELOPER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY. SUBJECT TO THE TERMS OF THE TURNKEY REMEDIATION AGREEMENT, DEVELOPER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," IN ITS PRESENT STATE AND CONDITION, WITHOUT REPRESENTATION OR WARRANTY BY OWNER OR ANY OF ITS REPRESENTATIVES OR AGENTS AS TO ANY MATTERS WHATSOEVER EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PATENT OR LATENT CONDITION AFFECTING THE PROPERTY IN ANY WAY, WHETHER OR NOT KNOWN OR DISCOVERABLE OR HEREAFTER DISCOVERED, SHALL AFFECT DEVELOPER'S OBLIGATIONS HEREUNDER, NOR SHALL ANY SUCH CONDITION GIVE RISE TO ANY RIGHT OF DAMAGES, RESCISSION OR OTHERWISE AGAINST OWNER.

(c) DEVELOPER ACKNOWLEDGES THAT IT WILL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY DURING THE SURVEY PERIOD AND OPTION TERM, AND DURING SUCH SURVEY PERIOD AND OPTION TERM, OBSERVE ITS PHYSICAL CHARACTERISTICS AND EXISTING CONDITIONS AND THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AND STUDY ON AND OF THE PROPERTY AND ADJACENT AREAS AS DEVELOPER DEEMS NECESSARY.

10. Assignment. Developer shall not have the right to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber any or all of its right, title and

interest under this Agreement to one or more persons (each, an “Assignee”) without the prior written consent of Owner, which consent may be granted or withheld in Owner’s sole and absolute discretion. The assigning Party shall notify the other Party in writing of any proposed assignment and the name and address of any proposed Assignee. In the event of any direct or indirect devise, conveyance, gift, assignment, transfer or sale of Owner’s title to the Property (an “Owner Transfer”), until notice of such Owner Transfer is received by Developer, Developer shall have no duty to any successor owner, and Developer shall not be in default under this Agreement if it continues to make all payments to the original Owner before such notice of an Owner Transfer is received. In the event of an Owner Transfer of less than all of the Property, Developer shall have the right to require all parties owning fee title to deliver a written agreement setting forth the manner in which payments under this Agreement are to be made among such parties, and in the event such parties do not agree, Developer shall have no liability to any party for such payments so long as Developer either (a) makes such payments into an escrow account or an account maintained by a court with jurisdiction over the Property in connection with such payments or (b) makes such payments to the parties Developer reasonably determines in good faith are entitled to such payments based on the information provided to Developer.

11. Cooperation with Financing Efforts. Owner agrees to reasonably cooperate with Developer in good faith, at Developer’s expense, as reasonably requested by Developer in connection with the arrangement of any financing for the development and construction of the Redevelopment Project.

12. Default. In the event of any alleged monetary default or material non-monetary default or failure to perform any material obligation under this Agreement, the non-defaulting Party shall give written notice thereof to the alleged defaulting Party, which notice shall include the acts required to cure the same with reasonable specificity (“Notice of Default”).

12.1 Event of Default. Each of the following events shall constitute an “Event of Default” by a party and shall permit the non-defaulting party to pursue its remedies pursuant to Section 12.2:

(a) Monetary Default. Any monetary default by Developer, for which a Notice of Default has been delivered to Developer by Owner to the extent required under this paragraph, and such monetary default has continued for five (5) business days after delivery of such Notice of Default to Developer, provided that Owner shall only be obligated to provide notice for a monetary default to Developer two (2) times during the Option Term, and thereafter there shall be no notice or cure period applicable to a monetary default by Developer hereunder; or

(b) Non-Monetary Default. Any material non-monetary default by either Party for which a Notice of Default has been delivered to such Party by the non-defaulting Party, and such material non-monetary default has continued for thirty (30) days after the non-defaulting Party has delivered written notice of such default to the defaulting Party, provided that if such default cannot reasonably be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary (but in no event to exceed ninety (90) days) to cure such default so long as the defaulting Party has commenced cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion.

12.2 **Remedies.** Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable. Upon an Event of Default by a defaulting Party under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement upon notice to the other Party, and the non-defaulting Party shall further be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative. The terms of this Section shall survive the termination of the Agreement.

13. **Damages Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND DEVELOPER HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, SPECIAL, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

14. **Notice.**

14.1 **Notices.** All notices, payments, and other communications to the Parties under this Agreement must be in writing and be delivered to the address below by (a) certified or registered mail (return receipt requested), (b) personal delivery, (c) nationally recognized courier service which provides written evidence of delivery, or (d) email, or to such other addresses as the Parties may, by such notice, specify from time to time; provided, however, that notice sent by email shall be accompanied by notice sent by one of the methods described in clauses (a), (b), or (c) above and shall be deemed delivered upon delivery of the physical notice sent by such other method:

If to Owner:

Kansas City Board of Public Utilities
Attention: General Manager
540 Minnesota Avenue
Kansas City, Kansas 66101

with copies to (which shall not constitute notice):

Kansas City Board of Public Utilities
Attention: Chief Compliance Officer
540 Minnesota Avenue
Kansas City, Kansas 66101

and

Unified Government
Attention: Chief Counsel
Legal Department, Municipal Office Building 9th
Floor
701 N. 7th Street
Kansas City, Kansas 66101

and

Unified Government
Attention: County Administrator
701 N. 7th Street
Kansas City, Kansas 66101

and

Stinson LLP
c/o Brittany Barrientos
1201 Walnut, Ste. 2901
Kansas City, MO 64106
Email: brittany.barrientos@stinson.com

If to Developer:

[PowerTransitions Operations LLC]
5251 Westheimer Rd., Suite 330
Houston, TX 77056
Attn: Justin Thekkekara,
Managing Director, General Counsel
Email: legal.notice@power-transitions.com

14.2 Delivery. Notice is considered given either (a) when delivered in person to the address set forth in this Section 14, (b) when delivered to the applicable Party's address specified in this Section 14 by nationally recognized courier service which certifies in writing the date of

delivery, (c) three (3) business days after deposit in the United States mail sent by certified or registered mail (return receipt requested), in a sealed envelope or container, postage and postal charges prepaid, addressed to the applicable Party's address specified in this Section 14; or (d) upon transmission by email to the applicable Party's email address specified in this Section 14, or to such other addresses as the Parties may, by such notice, specify from time to time.

14.3 Change of Recipient or Address. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

15. Governing Law. This Agreement and any disputes arising out of this Agreement shall be governed by and construed under the laws of the State of Kansas, without regard to principles of conflicts of law. Venue for any action to enforce or interpret this Agreement shall be the United States District Court for the District of Kansas and any state courts sitting in Wyandotte County, Kansas.

16. Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable or reasonably requested by the other Party to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof.

17. Amendments. This Agreement shall not be amended or modified in any way except by an instrument duly signed by Owner and Developer.

18. Severability. If any term, phrase, paragraph or provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms, phrases, paragraphs or provisions shall in no way be affected or impaired thereby, and such remaining terms, phrases, paragraphs or provisions shall remain in full force and effect. The invalid, illegal or unenforceable term, phrase, paragraph or provision, as applicable, shall be replaced by a term, phrase, paragraph or provision which being valid, legal and enforceable, comes closest to the intention of the Parties expressed in this Agreement underlying the invalid, illegal or unenforceable term, phrase, paragraph or provision.

19. Titles, Captions or Headings. The titles, captions or headings of the various articles, sections, paragraphs and subparagraphs contained in this Agreement are intended for convenience and for reference purposes only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

20. Entire Agreement. All exhibits and schedules attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire and final understanding of the Parties and supersedes all prior agreements, negotiations and understandings between the Parties related to the subject matter of this Agreement.

21. Effect of Termination. Any termination of this Agreement pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising and accruing prior to the effective date of such termination.

22. No Waiver. The failure of a Party in any one or more instances to exercise any right, power or remedy hereunder or insist upon performance or strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any provision of this Agreement or of any rights, powers or remedies that such Party may have; shall not be deemed to constitute an amendment of this Agreement; and shall not be deemed a waiver, estoppel, or relinquishment, to any extent, of the right to exercise such right, power or remedy or require strict compliance with the applicable terms, covenants or conditions of this Agreement at any other time or on any other occasion.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby agree signatures transmitted electronically or by email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

24. Recording of Memorandum; Subdivision of Property.

24.1 Recording of Memorandum. No later than two (2) business days following the Effective Date or such later date as the Parties may agree, the Parties shall execute, acknowledge and record in the applicable town and/or county land record a memorandum of this Agreement in substantially the form attached as Exhibit B, hereto (the "Memorandum"). If the description or depiction of the Property set forth on Exhibit A and Exhibit A-1 or the Quindaro Site set forth on Exhibit A-2 and Exhibit A-3, is not completed or recordable as of the Effective Date or otherwise requires revision following the Effective Date as a result of Developer's Preliminary Studies, Developer shall have a recordable legal description of the Property and/or Quindaro Site prepared by a licensed surveyor during the Diligence Period, which legal description shall be subject to the review and prior written approval of BPU, as agent of Owner. After the recordable legal description(s) has/have been prepared by the surveyor and approved by BPU, the Parties shall amend such Exhibits of this Agreement to reflect such recordable legal description of the Property and/or the Quindaro Site, and Developer shall record the Memorandum with the recordable legal description of the Property and the Quindaro Site, as applicable, attached. The Parties intend that this Agreement create a valid option in favor of Developer to purchase the Property (or the applicable portion thereof) on the terms set forth in the Agreement, and if the Option is timely exercised, a valid and enforceable obligation for Owner to sell the Project Property to Developer. Therefore, upon the Effective Date, (a) the exclusive right and Option granted to Developer in Section 1, (b) the restrictions on reuse and redevelopment of the Quindaro Site agreed to by Owner in Section 1.4, and (c) any rights the Developer has to Easements on the Quindaro Site outside the Project Property pursuant to Section 5, in each case, shall be deemed an encumbrance upon the Quindaro Site that shall run with the land and shall be binding upon the Quindaro Site, the Property, Owner, and its successors and assigns, and shall inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns during the term of this Agreement. Owner covenants and agrees any conveyance, sale, or transfer of the Property or the Quindaro Site

or any interest therein, and any lien or encumbrance attached to the Property or the Quindaro Site following the Effective Date shall be subject to Developer's rights under this Agreement during the term of this Agreement.

24.2 Subdivision of Property. Developer shall take all reasonable actions as are necessary to cause the Property to become a separate legal parcel which complies with all applicable subdivision laws and ordinances as of the Closing. Owner shall reasonably cooperate with Developer's subdivision of the Property, provided that Developer shall reimburse Owner for all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) incurred in connection with the actions taken by Owner pursuant to this Section 24.2.

25. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Developer, other than the relationship of Owner and Developer.

26. Brokerage Commissions. Owner and Developer each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Agreement. Owner and Developer shall indemnify, defend and hold each other harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

27. Confidentiality. Developer and Owner agree that the terms of that certain Amended and Restated Confidentiality and Noncircumvention Agreement dated December 17, 2024 by and among PowerTransitions Operations LLC and Kansas City Board of Public Utilities, an Administrative Agency of the Unified Government of Wyandotte County/ Kansas City, Kansas, as amended by that certain First Amendment to Amended and Restated Confidentiality and Noncircumvention Agreement dated January 21, 2025 (collectively, the "Confidentiality Agreement"), are hereby incorporated herein by reference and shall be binding on Owner and Developer, provided that for purposes of this Agreement, the purpose of such terms shall be the effectuating this Agreement and Redevelopment Project and such terms shall apply to and be binding on Owner and Developer until the expiration or earlier termination of this Agreement (regardless of any sooner expiration or termination of the Confidentiality Agreement).

28. Successors and Assigns. Notwithstanding anything to the contrary in this Agreement, neither this Agreement nor any of the rights hereunder (including without limitation the Option) shall be assigned by Developer without the prior written consent of Owner in Owner's sole discretion; provided that with written notice to Owner, Developer may assign this Agreement or any of the rights hereunder (including without limitation the Option) to any affiliate of Developer (subject to the prior written approval of Owner, not to be unreasonably withheld) or to any person who acquires all or substantially all of the assets or equity interests of Developer. Subject to the terms and conditions of this Agreement (including, without limitation, the provisions of Section 10 hereof), this Agreement shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and permitted assigns, and all persons claiming under them. The burdens of

this Agreement and other rights contained in this Agreement shall run with and against the Quindaro Site and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the Parties and their respective successors and permitted assigns for the duration of this Agreement.

29. Force Majeure. A Party will not be considered to be in breach or default of its obligations under this Agreement to the extent that performance of such obligations or its efforts to cure are delayed, hindered, adversely affected or prevented due to a Force Majeure Event (in each case, whether or not the applicable Force Majeure Event was foreseeable as of the Effective Date), and the time period for performance of such obligations shall be tolled on a day-for-day basis for the length of the Force Majeure Event (but in no event for a period longer than 180 days). For purposes of this Agreement, "**Force Majeure Event**" means: plague, contagion, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including, without limitation, any measures of any governmental authority related thereto, including, without limitation, quarantine or other restrictions), fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or supranational agency, or any act or condition beyond the reasonable control of a Party. Notwithstanding anything to the contrary herein, in no event shall any monetary obligations hereunder be tolled, delayed or otherwise affected by any Force Majeure Event, unless such Force Majeure Event directly affects the financial institutions used by either Party (e.g., cyberattack, malware, etc.) such that the Party is unable to use such financial institution to make payment of such monetary obligations to the other Party.

30. Interpretation. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all exhibit and section references in this Agreement shall be deemed to refer to the exhibits and sections in this Agreement. In the event any time period or due date set forth in this Agreement would otherwise fall on a Saturday, Sunday or any other day on which banks in Houston, Texas or Kansas City, Kansas are closed for business, such time period shall be automatically extended to the next business day.

31. No Merger. There shall be no merger of this Agreement with the fee estate in the Property by reason of the fact that this Agreement or any interest in the may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons having an interest in this Agreement or in the estate of Owner and Developer, shall join in a written instrument effecting such merger and shall duly record the same.

32. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the performance of the covenants and obligations of each Party herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner and Developer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

Unified Government of Wyandotte County/ Kansas City, Kansas

By _____

Name: _____

Title: _____

DEVELOPER:

**[PowerTransitions Operations LLC],
a Delaware limited liability company**

By _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

[To be finalized following Diligence Period per Survey]

EXHIBIT A-1

MAP OF THE PROPERTY



EXHIBIT A-2

DESCRIPTION OF THE QUINDARO SITE

[To be finalized following Diligence Period per Survey]

EXHIBIT A-3
MAP OF THE QUINDARO SITE



Exhibit B

FORM OF MEMORANDUM OF OPTION PURCHASE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

[PowerTransitions Operations LLC]
5251 Westheimer Rd., Suite 330
Houston, TX 77056
Attn: Justin Thekkekara,
Managing Director, General Counsel

APN: _____

Space above line for Recorder's use only

This Memorandum of Option Purchase Agreement ("**Memorandum**") is made and dated as of _____, 20____ ("**Effective Date**") by and among the **Unified Government of Kansas City/Wyandotte County, Kansas ("Owner")**, with an address of 701 N. 7th Street, Kansas City, KS 66101, and **[PowerTransitions Operations LLC]**, a Delaware limited liability company ("**Developer**"), with an address of 5251 Westheimer Rd, Suite 330, Houston, Texas, 77056, in light of the following facts and circumstances:

A. Owner owns the approximately eighty-five (85) acres of real property, including all right, title and interest in any rights, hereditaments and benefits appurtenant thereto including, any easements and rights-of-way benefiting such real property, and all surface rights pertaining thereto, but excluding any improvement thereon, more particularly described on the attached Exhibit A-2 (the "**Quindaro Site**") and depicted on the map attached hereto as Exhibit A-3. Owner and Developer entered into that certain Option Purchase Agreement, dated May [●], 2025 (the "**Agreement**"), pursuant to which Owner has granted Developer an exclusive option to purchase (the "**Option**") a portion of the Quindaro Site more particularly described on the attached Exhibit A hereto and depicted on the map attached as Exhibit A-1 hereto, including all right, title and interest in any rights, hereditaments and benefits appurtenant thereto, including, any easements

and rights-of-way benefiting such real property, and all surface rights pertaining thereto but excluding any improvements thereon (the "**Property**" or the "**Property**") and obtain certain related easement rights on the Quindaro Site, for purposes of developing, constructing, installing, replacing, maintaining, owning, operating, relocating and removing renewable energy generation and/or energy storage facilities thereon on the terms and conditions as described in greater detail in the Agreement. The Agreement and Exhibits are hereby incorporated herein as if fully set forth in this Memorandum. Owner and Developer have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement.

B. The Option may be exercised by Developer on one or more occasions by delivering an exercise notice ("**Notice of Exercise**") to Owner, and Owner has agreed to sell the Property, or the applicable portion thereof selected by Developer in any Notice of Exercise delivered by Developer during the Option Term, to Developer commencing upon the Closing Date set forth in the applicable Notice of Exercise delivered by Developer, which Closing Date, for the avoidance of doubt, shall be no later than sixty (60) days after the date of the Notice of Exercise. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Developer provide record notice of the following:

1. Option Grant. On the terms and conditions set forth in the Agreement, Owner has granted and hereby grants to Developer the exclusive Option giving Developer the right to purchase the Property (or any applicable portion thereof selected by Developer in any Notice of Exercise delivered by Developer during the Option Term) and obtain the grant of certain related easements upon the terms set forth in the Agreement effective as of the applicable closing date set forth in the applicable Notice of Exercise. The Agreement includes an initial Diligence Period which commences on the Effective Date and continues until the date that is the later of (i) sixty (60) days after the Effective Date and (ii) five (5) business days following (x) completion of any survey contemplated by Section 25.1 of the Agreement, (y) the recording of this Memorandum by the Parties and (z) completion of the Phase II ESA (provided that Developer within five (5) days of the Effective Date orders the Phase II ESA and thereafter diligently pursues the same to completion) (the "**Diligence Period**") and an Option term (the "**Option Term**") which commences on the expiration of the Diligence Period and shall continue for up to one (1) year thereafter, unless Developer delivers a Renewal Notice (as defined in the Agreement), a Termination Notice (as defined in the Agreement) and/or Notice of Exercise (as defined in the Agreement) prior to such date.

2. Successors and Assigns. This Memorandum and the Agreement shall burden the Quindaro Site and shall run with the Quindaro Site during the term of the Agreement. The Agreement and this Memorandum shall inure to the benefit of and be binding upon Owner and Developer and, to the extent provided in any assignment or other transfer under the Agreement, any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

3. **Exclusivity.** Following the Effective Date (as defined in the Agreement) until the date that is six (6) months following the expiration or earlier termination of the Agreement, Owner (on behalf of itself and its successors and assigns) agrees not to, directly or indirectly, without the prior written consent of Developer, explore any (i) potential reuse or redevelopment of the Quindaro Site (including the Property) for any Renewable Assets or data centers with any third party, (ii) use of the interconnection facilities on the Quindaro Site by a third party (other than Permitted Exceptions and existing use by any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site), or (iii) easements to such interconnection facilities with any such third party (other than Permitted Exceptions and to any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site).

4. **Access for Due Diligence.** From the Effective Date until the expiration of the Option Term, Developer and Developer's agents, employees, contractors and invitees shall have a license to access to the Property for the purposes of Developer's due diligence investigation of the Property.

5. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement.

6. **Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

OWNER:

Unified Government of Kansas City/Wyandotte County, Kansas

By: _____

Name:

Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF KANSAS)

) ss.

COUNTY OF WYANDOTTE)

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the foregoing instrument in his/her/their
authorized capacity(ies), as _____ on behalf of the Unified Government
of Kansas City / Wyandotte County, Kansas.

Witness my hand and official seal

(SEAL) Notary Public

DEVELOPER:

[PowerTransitions Operations LLC],
a Delaware limited liability company

By: _____

Name: Sean T. Long, Sr.

Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.

COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the foregoing instrument in his/her/their
authorized capacity(ies) as _____ of [PowerTransitions Operations LLC], and
that by his/her/their signature(s) on the foregoing instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing
paragraph is true and correct.

Witness my hand and official seal

(SEAL) Notary Public

EXHIBIT A TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

DESCRIPTION OF THE PROPERTY

[To be attached]

EXHIBIT A-1 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

MAP OF THE PROPERTY

[To be attached]

EXHIBIT A-2 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

DESCRIPTION OF THE QUINDARO SITE

[To be attached]

EXHIBIT A-3 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

MAP OF THE QUINDARO SITE

[To be attached]

EXHIBIT C

FORM OF NOTICE OF EXERCISE

(On The Letterhead Of Developer)

VIA CERTIFIED MAIL\RETURN RECEIPT REQUESTED

[Date]

[•]

[•]

[•]

Attn: [•]

Email: [•]

Re:Option Purchase Agreement ([Parcel/Project ID]) Dated _____, [•], by and between [•], a [•] ("Owner"), and [•], a Delaware limited liability company ("Developer") ("Agreement")

Notice of Exercise of Option ("**Notice of Exercise**")

To Whom it May Concern:

Please take notice that pursuant to the terms of the above described Agreement, Developer hereby exercises the Purchase Option to purchase all of the real property described by the legal description attached hereto, marked Exhibit "1" (the "**Property**") and the easement rights described on Exhibit "2" hereto (the "**Easement Property**"). The closing date for the purchase of the Property ("**Effective Date**"), shall be [•]. Capitalized terms used herein shall have the meaning given them in the Agreement unless otherwise defined herein.

Thank you in advance for your anticipated cooperation in this matter.

Very truly yours,

[•]

By: _____

Name: Sean T. Long, Sr.

Title: Chief Executive Officer

EXHIBIT 1

(to the Notice of Exercise)

DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of Kansas City, County of Wyandotte, State of Kansas, and is described as:

Parcel ID: _____

Acreage: _____

EXHIBIT 2

(to the Notice of Exercise)

DESCRIPTION OF THE EASEMENT PROPERTY

The easement rights on the real property described below situated in the City of Kansas City, County of Wyandotte, State of Kansas:

EXHIBIT D

EXCLUDED ASSETS

1. Two (2) 1.5-million gallon tanks (which are located on the Quindaro Site outside of the Project Property)
2. Inventory equipment and material – see attached listing
3. Drawings, OEM manuals and reports from the Engineering building
4. Spare parts, machinist tools, general tools and equipment from the Office/Machinist Building
5. Located near Plant 3 – Q2 GSU transformer and Q2 aux transformer, station batteries battery charger
6. 4,000 gallon fuel tank located near East edge of the Property
7. Pumps and valving equipment from the High Duty Building
8. Drawings and plans from the Chemical Building

EXHIBIT E

PROPOSED REDEVELOPMENT PLAN

Set forth below is the Proposed Redevelopment Plan to be implemented by Developer. Finalization of this Proposed Remediation Plan is subject to completion of Developer's environmental, demolition, and remediation diligence, finalization of the scope of work and costs associated with demolition and remediation contractors, and negotiation and execution of the Turnkey Remediation Agreement with Owner.

Concept	Summary
Proposed Scope of Work	Developer intends to undertake the following activities to prepare the Property for development: • Abatement and demolition of structures necessary to construct new assets on the Property ("Demolition"), including: ○ abatement and demolition of Plant 2 ○ abatement and demolition of Plant 3 ○ demolition of all or a portion of the water treatment plant • Grading, excavation and other site preparation required to prepare development sites ("Site Prep") on the Property. • Remediation of Hazardous Materials encountered during Site Prep and as otherwise necessary to construct new assets on the Property and to assure protection of public health and the environment for the end use of such new assets ("Remediation" and together with the Demolition and Site Prep, the "Demolition & Remediation Activities"). Remediation may include: ○ Removal and off-site disposal of Hazardous Material in soils on the Property ○ Restricting exposure of property users to soils contaminated with hazardous materials by capping or otherwise restricting exposure ○ Treatment of groundwater beneath the Property for purposes of mitigating onsite exposure to Hazardous Materials, or for purposes of construction and foundation dewatering and discharge to surface water ○ Limiting exposure to Hazardous Materials in soil vapor, including by installation of vapor barriers in new assets and/or treatment of soil and groundwater sources of soil vapor on the Property ○ Implementation of Environmental Use Controls, Risk Management Plans, and/or Certificate(s) of Liability Release (as defined by Kansas statutes and

Concept	Summary
	regulations) to limit exposure to Hazardous Materials in media on the Property and/or successor liability It is the intent of Owner and Developer to relocate the historic washroom building to the Plant 1 site, at Developer's sole expense, if possible, and that if the historic washroom building will not be relocated, Developer intends to, at its expense, preserve the historic washroom building.
Procurement of PLL Insurance	Developer plans to procure and maintain on and after Closing, at no expense to Owner, a real estate pollution legal liability insurance policy ("PLL Policy") with coverage and limits to be determined by Developer based on its diligence, which coverage and limits will be reasonably acceptable to Owner. Owner and Developer would be named insureds under the PLL Policy, the PLL Policy would be maintained for [TBD] years (length of period will depend on coverage being available on commercially reasonable terms for such period). Developer plans to maintain or will require its contractors conducting any part of the Redevelopment Plan to maintain contractors' pollution legal liability coverage during work on the Property ("Contractors' PLL Policy"). Owner and Developer will be named insureds under such Contractors' PLL Policy.
Assumption of Obligations to Perform Scope of Work	Developer intends to assume effective as of the Closing, at no cost or expense to Owner, all obligations to perform the Demolition & Remediation Activities.
Developer Release & Indemnification	Developer intends to provide Owner with a release and indemnity relating to the presence of Hazardous Materials in, on, under or from the Property prior to and post- Closing, subject to certain to be negotiated exclusions ("Excluded Claims") relating to (1) claims relating to exposure to Hazardous Materials that occurred pre-Closing (including any personal injury, death, disability or property damage) brought by a third-party relating to an exposure event that occurred pre-Closing that did not continue post-Closing, (2) claims relating to migration of Hazardous Materials from the Quindaro Site that commenced pre-Closing (including any personal injury, death, disability, property damage or cleanup costs) whether or not such migration continued post-Closing and whether the claims are brought pre- or post-Closing, (3) availability of coverage under any existing Owner insurance policies, the PLL Policy or the Contractors' PLL Policy. Developer reserves all rights to (and does not release or indemnify Owner for) any claims relating to new post-Closing releases caused by Owner or its Owner Related Parties that affects Developer's property.
Owner Release & Indemnification	Developer would expect Owner to provide Developer with a release and indemnity relating to any Excluded Claims.

Exhibit E-2

Concept	Summary
	Owner reserves all rights to (and does not release or indemnify Developer for) any claims relating to new post-Closing releases by Developer or its Developer Related Parties that affects Owner's property.
Rights to Historical Insurance Policies	Developer would expect to be able to benefit from Owner's rights to coverage under historical commercial liability insurance policies; however, any coverage obtained would not be included in the Demolition & Remediation Costs or otherwise reduce the amount of the Financial Assurance.
Financial Assurance & Limitation of Liability	Developer intends to (1) place in escrow, obtain a letter of credit, issue a parental guarantee, or establish other financial assurances that the parties may agree to, in an amount equal to the Demolition and Remediation Costs, which may be drawn down (or reduced) by Developer in an amount to equal to the Demolition and Remediation Costs as expended, and the escrow would revert to Owner (and any letter of credit or parental guarantee may be drawn by Owner) in the event of Developer's default (the "Financial Assurance"); and (2) maintain the PLL Policy for the term specified above. establish other financial assurances the parties may agree upon from time to time. Developer's aggregate liability under the Turnkey Remediation Agreement would be limited to the amount of the Financial Assurance (as it may be drawn down or reduced as set forth above) and any unpaid premiums for the PLL Policy for the term specified above.

Schedule 9.2

(a) None.

(b) None.

(c) None.

(d) None.

(e) None.

(f) None.

(g) None.

(h) None.

Schedule 9.2

Exhibit A

Exhibit B

[PROPOSED] OPTION PURCHASE AGREEMENT

By and Between

Unified Government of Wyandotte County/ Kansas City, Kansas

as “Owner”

and

[PowerTransitions Operations LLC¹],
a Delaware limited liability company

as “Developer”

Dated May [●], 2025

¹ PowerTransitions Operations LLC responded to the Request for Proposal.

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Exhibit C –	Form of Notice of Exercise
Exhibit D –	Excluded Assets
Exhibit E –	Proposed Redevelopment Plan

OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (this “**Agreement**”) is made and dated as of May [●], 2025 (the “**Effective Date**”), by and between the **Unified Government of Wyandotte County/ Kansas City, Kansas** (solely in its capacity as owner of the Property (defined below) and not in any other capacity, “**Owner**”) with an address of 701 N. 7th Street, Kansas City, KS 66101, and [**PowerTransitions Operations LLC**], a Delaware limited liability company (“**Developer**”), with an address of 5251 Westheimer Rd, Suite 330, Houston, Texas, 77056. Each of Owner and Developer is sometimes referred to as a “**Party**” and collectively as the “**Parties**”, and the Kansas City Board of Public Utilities, an administrative agency of the Unified Government of Wyandotte County/Kansas City, Kansas, being referred to as the “**BPU**”.

RECITALS

A. **WHEREAS**, the Quindaro Power Station is located in the City of Kansas City, Kansas, and Developer desires to redevelop a portion of the Quindaro Site (as defined below) into a mixed-use renewable energy and commercial development;

B. **WHEREAS**, Owner is the owner of the Quindaro Power Station located in Kansas City, Kansas City, being that certain the real property located in the City of Kansas City, Wyandotte County, Kansas, consisting of approximately eighty-five (85) acres and more particularly described on the attached Exhibit A-2 and depicted on the map attached hereto as Exhibit A-3 (the “**Quindaro Site**”). The Quindaro Site includes that certain real property located in the City of Kansas City, Wyandotte County, Kansas, consisting of the real property more particularly described on the attached Exhibit A and depicted on the map attached hereto as Exhibit A-1 (the “**Property Map**”), including (subject to negotiation and execution of the Turnkey Remediation Agreement) any improvements located thereon (the “**Property**”), provided, however, that for the avoidance of doubt, the Property shall not include (i) any rights, title or interest of the Fairfax Drainage District in and to certain improvements and equipment located along the Kansas River and as identified on the Property Map, or (ii) those certain assets of Owner described in Exhibit D attached hereto and which shall be retained by Owner (the “**Excluded Assets**”);

C. **WHEREAS**, Developer and its affiliates are engaged in the business of acquiring and/or partnering with owners and local communities to, decommission, demolish, and remediate industrial and power facilities/ sites (“**Legacy Sites**”) in the United States in order to redevelop them for the next best use, including renewable generation facilities and/or energy storage systems (collectively “**Renewable Assets**”) and mixed-use commercial developments (including, but not limited to, data centers and fulfillment centers) on or adjacent to such Legacy Sites;

D. **WHEREAS**, Developer envisions that the redevelopment, restoration and reuse of the Property will provide benefits to the local communities, including creation of jobs and skills transfer trainings, new and continued property and sales tax generation, affordable and sustainable energy solutions, cleaner environments, improved property aesthetics, multi-use developments, educational programs, and corporate social responsibility initiatives (the “**Community Benefits**”), and represents the best and highest use of the Property;

E. **WHEREAS**, Owner and Developer desire to explore the development and construction of Renewable Assets in the form of Renewable Assets on the Property (the “**Proposed Energy Projects**”) or mixed-use commercial or recreational facilities, including data centers on the Property (together with the Proposed Energy Project, the “**Redevelopment Projects**”);

F. **WHEREAS**, Owner and Developer desire to explore the management of the demolition of the Quindaro Power Station and environmental liabilities associated with the Quindaro Power Station, including, without limitation, abatement, cleanup, remediation, restoration and ongoing monitoring (the “**Quindaro Power Station Demolition & Remediation**”) by Developer in a manner such that the Quindaro Power Station Demolition & Remediation can be performed in connection with the development and construction of the Redevelopment Projects; and

G. **WHEREAS**, in furtherance thereof, Developer seeks from Owner, and Owner is willing to grant to Developer, an exclusive and irrevocable option and right to purchase the Property and certain related easement rights on the Quindaro Site, all upon the terms and conditions set forth in this Agreement.

H. **NOW, THEREFORE**, in consideration of these recitals (which are incorporated into this Agreement by this reference) and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

AGREEMENT

1. Option Grant/Diligence Period/Tax and Payment Information.

1.1 Option Grant. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner, Owner hereby grants to Developer effective as of the Effective Date an exclusive and irrevocable option (the “**Option**”), which may be exercised at any time during the Option Term (as defined in Section 2 below), to purchase the Property and certain related easement rights on the Quindaro Site, subject to all necessary governmental approvals, all on the terms and conditions set forth herein.

1.2 Diligence Period and Payment. Commencing on the Effective Date and continuing until the date that is the later of (i) sixty (60) days after the Effective Date and (ii) five (5) business days following (x) completion of any survey contemplated by Section 25.1, (y) the recording of the Memorandum by the Parties and (z) completion of the Phase II ESA (provided that Developer within five (5) days of the Effective Date orders the Phase II ESA and thereafter diligently pursues the same to completion) (the “**Diligence Period**”), Owner grants Developer a license to enter upon the Quindaro Site, subject to site security and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with Owner’s maintenance, operations and other work at the Quindaro Site, to conduct preliminary assessment of the Property and certain easement corridors on the Quindaro Site for the purposes of development, construction and operation of the Redevelopment Project (or portions thereof), and Developer shall pay to Owner the amount of One Hundred and No/100 Dollars (\$100.00) (the “**Diligence Period Payment**”) in connection with the execution of this Agreement within thirty

(30) days of the Effective Date which shall serve as independent consideration hereunder for Developer's right to conduct such preliminary due diligence during the Diligence Period. The Diligence Period Payment shall be non-refundable once paid to Owner. If the Agreement is terminated as set forth herein, Developer shall have no further obligation to pay any Option Payment that has a due date that is on or following the date of such termination.

1.3 Tax and Payment Information. Prior to or in connection with the execution and delivery of this Agreement (or as soon thereafter as reasonably possible), BPU, as agent of Owner, shall provide Developer with a telephone number which can be utilized to confirm Owner's wire instructions/ACH bank transfer information communicated to Developer pursuant to Section 3.9. Any payment by Developer utilizing the wire instructions/ACH bank transfer information provided by BPU, as agent of Owner, in this Agreement (as the same may be updated by BPU, as agent of Owner, by providing notice of such updated information in accordance with Section 12 below) shall be deemed delivered in compliance with this Agreement.

1.4 Exclusivity. Any conveyance, grant or other transfer of easements on the areas of the Quindaro Site outside of the Property or any other interests in and to areas of the Quindaro Site outside the Property beyond the transactions expressly contemplated by this Agreement, shall be subject to the prior written approval of Owner, and if necessary, the Board of Commissioners of Owner. From the Effective Date until the date that is six (6) months following expiration or earlier termination of this Agreement, Owner (on behalf of itself and its successors and assigns) agrees not to, directly or indirectly, without the prior written consent of Developer, explore any (i) potential reuse or redevelopment of the Quindaro Site (including the Property) for any Renewable Assets or data centers with any third party, (ii) use of the interconnection facilities on the Quindaro Site by a third party (other than existing use by any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site), or (iii) easements to such interconnection facilities with any such third party (other than to any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site). Developer hereby acknowledges and agrees that Owner has made no covenant, representation or warranty that any approval by Owner for the Redevelopment Project or otherwise requested or required under this Agreement will actually be granted.

2. Option Term/Option Payments/Option Exercise.

2.1 Option Term. The Option term (as the same may be extended by the Renewal Option Term, the "**Option Term**") of this Agreement commences on the expiration of the Diligence Period and shall terminate on the date that is one (1) year after such date, unless Developer delivers a Renewal Notice (as defined below), a Termination Notice (as defined below) and/or Notice of Exercise (as defined below) prior to such date; provided, however, that if a Notice of Exercise is properly and timely delivered hereunder, the Option Term shall expire at the end of the day prior to the Closing Date. Developer shall have the right to terminate this Agreement at any time prior to the end of the Option Term for any reason by delivering a written termination notice to Owner (a "**Termination Notice**"). Developer shall have the right to renew the Option Term for up to one (1) additional one-year renewal term (the "**Renewal Option Term**") at any time prior to the end of the Option Term by delivering a written renewal notice to Owner prior to the expiration of the initial Option Term (a "**Renewal Notice**"); provided, that Developer may only deliver a Renewal Notice to Owner if (x) Developer has either (A) commenced a "request for

proposal” or similar confidential bid process with data center operators with respect to the Redevelopment Project or (B) entered into an exclusivity agreement with a data center operator with respect to the Redevelopment Project, (y) Developer is exercising commercially reasonable efforts to consummate a transaction with a data center operator in connection with the Redevelopment Project, and (z) the Renewal Option Term is required to finalize, execute and consummate the definitive documentation with such data center operator. Developer shall deliver documentation reasonably acceptable to Owner evidencing such “request for proposal” or similar confidential bid process or exclusivity agreement with the Renewal Notice. If Developer terminates the Option without delivering any Notice of Exercise, this Agreement shall terminate and the Parties shall have no further obligation under this Agreement, except those obligations that expressly survive termination hereof; provided, however, that in the event of a termination, Developer agrees to promptly release and quitclaim any and all of its rights and interests under this Agreement. For the avoidance of doubt, the Option is in no way intended by the Parties and shall not be interpreted to create a conveyance of fee title to the Property until the Closing Date (as hereinafter defined), if any, shall have occurred (as defined in Section 2.3), and this Agreement shall be read and interpreted to be consistent with such primary intent of the Parties.

2.2 Option Payments. Unless Developer terminates this Agreement during the Diligence Period (in which case, neither Party shall have any further obligation hereunder except for those obligations expressly stated to survive the term of this Agreement), then commencing on the first day of the Option Term and thereafter on the first business day of each calendar month thereafter during the remainder of the Option Term, Developer shall make the payments to Owner, in advance without notice or demand, at a rate equal to One-Hundred Thousand Dollars (\$100,000) per annum of the Property (each payment, an “**Option Payment**”); provided, for the avoidance of doubt, that the first Option Payment shall be prorated to only include the number of calendar days between the commencement date of the Option Term and the end of the calendar month in which the Option Term commenced; provided, further, that the Option Payment during the Renewal Option Term shall be at a rate equal to Two-Hundred-Fifty Thousand Dollars (\$250,000) per annum of the Property, paid in full on the first business day of the Renewal Option Term. If Developer exercises the Option to purchase the Property pursuant to this Agreement before the end of the Renewal Option Term, Owner will credit Developer that portion of the Renewal Option Term Option Payment applicable to the number of calendar days that remain in the Renewal Option Term. In addition to the foregoing, for the avoidance of doubt, Developer’s obligation to make the Option Payments shall continue until the date of termination of this Agreement. The Option Payments made pursuant to this Agreement shall be non-refundable unless there is an Event of Default by Owner under this Agreement and such Event of Default continues beyond any applicable notice and cure periods, in which event any Option Payments paid after the expiration of the applicable notice and cure period of such continuing Event of Default by Owner shall be refundable until such Event of Default is cured or Developer waives such Event of Default. Option Payments shall be directed to the Kansas City Board of Public Utilities in accordance with Section 3.9. The terms of this Section shall survive the termination of the Agreement.

2.3 Exercise of Option. Subject to Section 6 and Section 7.1(c), Developer may exercise the Option to purchase the Property pursuant to the terms set forth herein by delivering to Owner written notice of exercise of the Option in the form set forth in Exhibit C attached hereto and incorporated herein by reference (“**Notice of Exercise**”), which may be delivered at any time during the Option Term. Such Notice of Exercise shall include (a) the proposed closing date for

Property, which date shall be subject to the reasonable approval of Developer and BPU, as agent of Owner (the “**Closing Date**”), which Closing Date in any event shall be no later than the date that is sixty (60) days after the date of the Notice of Exercise, (b) the Final Project Layout Map (as defined below) depicting the Redevelopment Project, any Easements to be granted to Developer and the corresponding Easement Property for each, and any Owner Easements, and (c) a list of any Transmission Easement(s), Access Easement(s), Utilities and Drainage Easement(s), and/or Temporary Construction Laydown Easement(s) to be granted to Developer and all Owner Easements to be granted to Owner in conjunction with the purchase of the Property and a description of the applicable Easement Property related thereto. The Property and any Easements grants and Easement Property to be conveyed at Closing are referred to herein collectively, the “**Project Property**”).

2.4 Lapse or Termination of Option. If the Option Term terminates without Developer delivering a Notice of Exercise or if this Agreement is otherwise terminated, Developer shall, upon the written request of Owner, execute and record such further documentation as Owner may reasonably request evidencing the termination of Developer’s right, title, and interest in and to the Property under this Agreement. Upon termination of this Agreement or exercise of the Option, Developer shall have no further obligation to make Option Payments.

3. Preliminary Studies, Grant of License.

3.1 Preliminary Studies/Grant of License. Owner grants to Developer for the entire Diligence Period and Option Term, a right of entry coupled with a license to enter, access and use all or any portion of the Property and any contemplated easement areas on the Quindaro Site, subject to site security, environmental and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with ongoing work by or operations of Owner at the Quindaro Site, for the purposes of conducting such investigations, examinations, and studies of such Property and potential easement areas as Developer deems necessary or desirable (the “**Preliminary Studies**”), including, without limitation, reviewing the condition of title, any lease or sublease affecting such Property and related contemplated easement areas, any contract or other commitment with respect to such Property, tax and appraisal matters, preliminary construction; conducting studies of energy resources and meteorological data; conducting soil and groundwater tests and studies, environmental, endangered/threatened species and archaeological assessments and surveys, including a Phase II Environmental Site Assessment (the “**Phase II ESA**”); investigating and, with prior notice to and coordination with Owner, pursuing land use, permitting and energy development regulatory matters relating to Developer’s planned Project Operations (as defined below), including, without limitation, engaging in discussions with the UG regarding environmental and land use matters with respect to such Property and contemplated easement areas; performing drilling, excavation and other geotechnical activities on, and under such Property and contemplated easement areas; conducting studies and analyses with respect to demolition, decommissioning and remediation of any retired power facility assets or the Quindaro Site generally, and performing any preliminary demolition, decommissioning or remediation work as expressly set forth in the Turnkey Remediation Agreement; and any and all other matters required to be completed by Developer prior to full notice to proceed. Notwithstanding anything in this Agreement to the contrary, Developer shall not make any soil borings in the Property, or conduct any other invasive testing, sampling, or investigation of the Property, without having

received the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration or earlier termination of this Agreement with respect to the Property, Developer shall promptly remove all of its equipment from such Property and restore the changes Developer made to such Property as near as reasonably practicable to the condition before Developer made such changes, ordinary wear and tear excepted. In the event that Developer is not satisfied, in its sole discretion, with the results of its Preliminary Studies, Developer may terminate this Agreement with respect to the Property on or prior to the expiration of the Option Term upon providing written notice to Owner, in which event this Agreement shall be of no further force or effect with respect to such portion of the Property, and neither Party shall have any further obligation hereunder, except for those obligations specifically intended to survive the term of this Agreement. Owner grants to Developer a license, subject to site security, environmental and safety requirements as set forth in the Owner EHS Policy (or otherwise communicated to Developer in writing) and in a manner that does not interfere with ongoing work by or operations of Owner at the Property, for the purpose of installing, operating, maintaining, repairing and removing one or more solar irradiance or other solar meteorological stations on any portion of the Property subject to the Option, coupled with a right of ingress and egress over the Property for the purpose of accessing any such meteorological station.

3.2 Review Materials. During the Diligence Period and Option Term, Owner shall give Developer reasonable access to review any material surveys, title reports, studies, surface reports (e.g., soil, drainage, geotechnical, environmental and flood control reports), plats, maps, permits/approvals, drawings, specifications, notices, assessments, documents, encumbrances, leases, licenses, and other agreements, contracts, information and material pertaining to the Property and any contemplated easement areas on the Quindaro Site (“**Owner’s Materials**”) to the extent that Owner has such Owner’s Materials in its possession. As soon as reasonably practicable after the Effective Date, Owner shall use commercially reasonable efforts to deliver to Developer copies of the Owner’s Materials that are in Owner’s possession as of the Effective Date. During the Diligence Period and Option Term, Owner shall use best efforts to promptly cooperate with Developer in good faith in connection with Developer’s review of the Owner’s Materials and completion of Developer’s Preliminary Studies, and shall deliver any Owner’s Materials executed or otherwise produced by Owner following the Effective Date within ten (10) business days of such execution or production.

3.3 Cooperation re Entitlements & Health and Safety.

(a) Owner and Developer hereby agree that in connection with any third party approvals required under this Agreement, each Party shall reasonably cooperate using good faith, commercially reasonable efforts with the other Party’s efforts to take any and all actions as may be reasonably necessary or proper to obtain such approvals, including, but not limited to, execution and return of any required documentation, applications or other instruments approved by the first Party within thirty (30) days; provided that if BPU, as agent of Owner, cannot reasonably review, approve execute and return such documentation, applications or instruments within such period, BPU shall endeavor to complete its review within ninety (90) days of its initial receipt of such documentation, application or instruments and, if approved by BPU, as agent of Owner, execute and return such documentation, applications or instruments (or provide notice to Developer that BPU, as agent of Owner, does not approve such documentation, applications or instruments) as soon as reasonably practicable thereafter.

(b) Developer acknowledges Owner may have obligations to complete remediation or restoration of the Property following the execution of this Agreement, and agrees to coordinate its activities during the Diligence Period and the Option Term with Owner in relation to any ongoing remediation or restoration activities on the Property. To the extent Owner's obligations with respect to remediation or restoration of the Property conflict with Section 3.3, such existing obligations shall supersede this Section 3.3.

(c) Owner hereby agrees that Developer may, in coordination with Owner and immediately following execution of this Agreement, commence taking any and all actions as may be necessary or proper for permitting the Project Operations on the Property and any related easement areas on the Quindaro Site including, without limitation, submitting any electrical interconnection requests and effectuating a subdivision pertaining to the Quindaro Site (which subdivision shall be subject to the prior written approval of BPU, as agent of Owner, which approval shall not be unreasonably withheld, conditioned or delayed), and Owner shall reasonably cooperate with Developer in good faith as reasonably requested by Developer in Developer's efforts to obtain electrical interconnection service and effectuate such subdivision; provided, however, that no such matters shall become binding on the Property, Developer or Owner until Closing has been completed. All reasonable, actual, documented, out-of-pocket costs and expenses that may be incurred by or assessed to Owner with respect to its cooperation in permitting the Property (including Developer's electrical interconnection requests and any resulting upgrades) and such subdivision shall be paid, or reimbursed to Owner, by Developer within thirty (30) days of Developer's receipt of a written request therefor. Unless otherwise required by law, order, rule or regulation, Developer shall lead any such permitting process, including, without limitation, all communications, discussions, meetings and negotiations with any governmental agencies, but will provide notice to Owner prior to such communications, discussions, meetings and negotiations.

(d) Owner and Developer agree to cooperate in good faith to ensure compliance by Owner and Developer with environmental, health and safety policies, including, but not limited to, providing any reasonably requested documentation or information promptly upon request therefor. Prior to the commencement of the Diligence Period, Owner shall provide Developer with a copy of its environmental, health and safety policy (the "**Owner EHS Policy**") or otherwise communicate applicable policies to Developer in writing.

3.4 Title Matters.

(a) No later than thirty (30) days following completion of the Survey (the "**Objection Deadline**"), Developer shall notify Owner, in writing, of its objections as to any title or survey matters identified in the Survey or Developer's title due diligence. In the event Developer notifies Owner of such objection(s) prior to the Objection Deadline, Owner will have the right, but not the obligation, to cure such objections. Within thirty (30) days after receipt of Developer's notice of objections (the "**Owner's Cure Notice Deadline**"), Owner will notify Developer in writing if Owner elects to attempt to cure such objections to the sole satisfaction of Developer, and if so, which objections Owner elects to cure ("**Owner's Cure Notice**"). If Owner provides no Owner's Cure Notice by the Owner's Cure Notice Deadline, Owner shall be deemed to have declined to cure all such objections. If Owner does not elect to cure any such objections by the Owner's Cure Notice Deadline, then Developer may terminate this Agreement by notice to

Owner on or before five (5) days after the Owner's Cure Notice Deadline. If Developer does not timely terminate this Agreement in accordance with this Section 3.4(a), then Developer shall be deemed to have elected to accept a conveyance of the Property subject to such uncured objection(s), and such uncured objection(s) shall be deemed "**Permitted Exceptions**".

(b) If Owner expressly in writing elects to cure any such objections, Owner will have thirty (30) days to cure such objections from the date Owner elected to cure such objections, unless such cure cannot reasonably be completed within thirty (30) days, in which case Owner may elect to have up to ninety (90) days to complete such cure so long as such cure is commenced within such thirty (30) day period. If Owner fails to timely cure such objection(s) that Owner elected to cure pursuant to the foregoing, then Developer may terminate this Agreement by notice to Owner within five (5) days of the expiration of such 30-day period, and the Parties shall thereafter be relieved of all further liability hereunder except those obligations that expressly survive the termination of this Agreement. If Developer does not timely terminate this Agreement in accordance with this Section 3.4(b), then Developer shall be deemed to have elected to accept a conveyance of the Property subject to such uncured objection(s), and such uncured objection(s) shall be deemed "**Permitted Exceptions**".

(c) For the avoidance of doubt, any matter shown on the Survey, title commitment or similar title report obtained by Developer, or any revision or update to any of the foregoing, to which Developer does not timely object to pursuant to Section 3.4(a) or to which Developer is deemed to have waived its objection pursuant to Section 3.4(a) or Section 3.4(b) hereof, will be deemed a "**Permitted Exception**". Notwithstanding anything to the contrary herein, the following are deemed included in the Permitted Exceptions:

(i) All Owner Easements agreed to in the Final Project Layout Map.

(ii) Ad valorem taxes and assessments for 2025 and subsequent years, provided the same are due and payable;

(iii) All applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; and

(iv) Liens affecting the Property that are created by Developer or its employees, agents, or contractors.

(d) At any time prior to the Closing, if Developer becomes aware of any title or survey matters to which an objection could not previously be raised pursuant to this Section 3.4 due to such matters not being disclosed in the Survey or any title commitment or similar title report obtained by Developer, Developer shall notify Owner, in writing, of its objections as to any such title or survey matters within fifteen (15) days of Developer becoming first aware of such matters, and the remaining terms and conditions of this Section 3.4 shall apply to such Developer objections, *mutatis mutandis*.

3.5 Planned Project Layout.

(a) During the Option Term, Developer will be working to determine whether it will be feasible to use the Property for the Redevelopment Project (“**Project Operations**”). This determination will be made based upon a variety of factors including Developer’s evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Developer’s ability during the Option Term to obtain the necessary permits and interconnection, power purchase and engineering, procurement and construction contracts required for constructing and operating its contemplated Redevelopment Project on the Property.

(b) During the Option Term, Developer will deliver to BPU, as agent of Owner, a map or maps on one or more occasions depicting the Redevelopment Project on the Property and the location of the Owner Easements and any Easements (the “**Planned Project Layout**”). Developer shall, in the design of such Planned Project Layout, use commercially reasonable efforts to identify and mitigate any materially adverse impacts that the Redevelopment Project may have on Owner’s operating power generation facilities on the Quindaro Site outside of the Property. BPU may provide Developer with a written summary of any comments or concerns Owner may have with respect to the Planned Project Layout within forty-five (45) days after receipt of the map depicting the initially contemplated Planned Project Layout (the “**Initial Owner Comment Period**”). If BPU submits any written comments or concerns to the planned location of all or any portion of the Planned Project Layout during the Initial Owner Comment Period, Developer will review and consider such comments and concerns together with all of the other relevant factors that need to be considered in planning the layout of the contemplated Redevelopment Project and related easement areas.

(c) After considering any BPU comments and concerns provided to Developer during the Initial Owner Comment Period together with all of the other relevant factors that need to be considered in planning the layout of the contemplated Redevelopment Project and related easement areas and further advancing Developer’s planned layout, engineering and design for the planned Redevelopment Project, and after making such revisions as reasonably required by BPU, when Developer has finalized its project layout Developer shall prepare and deliver a proposed final project layout map (“**Proposed Final Project Layout Map**”), to BPU depicting the following:

(i) the final planned location for all easements, rights of way or similar rights of Owner in and to the Property appurtenant to the remainder of the Quindaro Site for the benefit of Owner (collectively, the “**Owner Easements**”);

(ii) the final approved location (or alternative final planned locations) for any non-exclusive easements, rights of way or similar rights of access (“**Easements**”) and/or a switchyard site (or expansion thereof) on any other portion of the Quindaro Site, in each case that is outside the Property to be utilized for the purposes of:

(1) accessing, installing, operating, maintaining, repairing and replacing gen-tie or collection line facilities and fiber optic, communications and control facilities for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the “**Transmission Facilities Easement Area(s)**”),

(2) accessing, installing, operating, maintaining, repairing and replacing roads and paths for ingress, egress and access purposes for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the “**Access Road Easement Area(s)**”),

(3) accessing, installing, operating, maintaining, repairing and replacing electric, water, gas, sewage and drainage facilities (including drainage ponds) for the contemplated Redevelopment Project (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the “**Utilities and Drainage Easement Area(s)**”,

(4) parking, temporary storage of equipment and supplies, assembly, conductor tensioning and other related construction logistics purposes during the time period during which construction activities on the contemplated Redevelopment Project or Transmission Facilities is occurring until construction completion thereof (which, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the “**Temporary Construction Laydown Easement Area(s)**”),

(5) a switchyard area and any required access rights thereto, if it is determined that any third party utility will require a conveyance of a portion of the Property for a switchyard required for connecting the Redevelopment Project to the grid (which switchyard area, subject to any revisions thereto which Owner and Developer may thereafter agree upon in writing shall be referred to herein as the “**Switchyard Area**”), and

(6) any areas required to be maintained as a habitat or conservation area pursuant to applicable law as a result of the development and construction of the Redevelopment Project or that are required to mitigate any of the effects discussed in Section 4.5(c) of this Agreement resulting from the Redevelopment Project (a “**Habitat Conservation Area**”).

Any Transmission Facilities Easement Area(s), Access Road Easement Area(s), Utilities and Drainage Easement Area(s), Temporary Construction Laydown Easement Areas and/or Habitat Conservation Area for a particular Redevelopment Project are referred to herein collectively as the “**Easement Property**”.

(d) Following its receipt of the Proposed Final Project Layout Map, BPU may provide Developer with a written summary of any final comments or concerns Owner may have with respect to the Planned Project Layout within fifteen (15) days after receipt thereof (the “**Final Owner Comment Period**”). If BPU submits any written comments or concerns to the planned location of all or any portion of the Proposed Final Project Layout Map during the Final Owner Comment Period, Developer will review and consider such comments and concerns together with all of the other relevant factors that need to be considered in finalizing the layout of the contemplated Redevelopment Project and related easement areas; provided, that Developer and BPU must agree on the planned location of the Owner Easements and the Easements. BPU shall be deemed to have approved the Proposed Final Project Layout Map if it does not provide comments during the Final Owner Comment Period.

(e) After considering any BPU comments and concerns provided to Developer during the Final Owner Comment Period together with all of the other relevant factors that need to be considered in finalizing the layout of the contemplated Redevelopment Project and related easement areas and further advancing Developer's final layout, engineering and design for the planned Redevelopment Project, and after making such revisions as reasonably required by BPU, when Developer has finalized its project layout Developer shall prepare and deliver the final project layout map ("**Final Project Layout Map**") to BPU and Owner depicting the final layout of the Redevelopment Project, the Owner Easements and the Easements.

3.6 Insurance.

(a) Developer. Developer (or one of its affiliates) shall, at its expense, maintain a commercial general liability insurance policy insuring against loss or liability caused by Developer's activities on the Property under the Agreement during the Diligence Period and the Option Term, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate, as well as excess liability coverage of not less than Ten Million Dollars (\$10,000,000), which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon written request of Owner. Owner shall be named as an additional insured under Developer's commercial general liability insurance policy.

(b) Owner. During the Diligence Period and Option Term, Owner shall maintain at least substantially the same insurance coverages Owner has in effect for the Property as of the Effective Date, and any additional coverages Owner may elect in its sole and absolute discretion. Developer shall be named as an additional insured under Owner's commercial general liability and property insurance policies.

3.7 Indemnities. Without limiting the provisions of Section 8.3 and Section 9.2(d) and subject to the provisions thereof:

(a) Developer will indemnify, defend and hold harmless Owner and its affiliates and its and their employees, officers, directors, equityholders, agents, lessees, contractors, subcontractors and other representatives (each an "**Owner Related Party**", and collectively, "**Owner Related Parties**") against any and all claims for losses, damages, claims, expenses and other liabilities ("**Losses**"), in each case to the extent resulting from or arising out of (i) physical damage to property located on the Quindaro Site during the term of this Agreement or (ii) physical injury, death or disability to any person on the Quindaro Site during the term of this Agreement, but in each case only to the extent caused by Developer or a Developer Related Party and except to the extent caused (in whole or in part) by the negligence or willful misconduct of Owner or any Owner Related Party. The foregoing indemnification obligations shall survive the termination of this Agreement (but only with respect to claims arising during the term of this Agreement).

(b) Owner will indemnify, defend and hold harmless Developer and its affiliates and its and their employees, officers, directors, equityholders, agents, lessees, contractors, subcontractors and other representatives (each a "**Developer Related Party**", and collectively, "**Developer Related Parties**") against any and all Losses, in each case to the extent

resulting from or arising out of (i) physical damage to property located on the Quindaro Site during the term of this Agreement or (ii) physical injury, death or disability to any person on the Quindaro Site during the term of this Agreement, but in each case only to the extent caused by Owner or an Owner Related Party and except to the extent caused (in whole or in part) by the negligence or willful misconduct of Developer or any Developer Related Party. The foregoing indemnification obligations shall survive the termination of this Agreement (but only with respect to claims arising during the term of this Agreement).

(c) The Indemnified Party shall use its commercially reasonable efforts to mitigate in accordance with applicable law any Losses for which such person seeks indemnification for under this Section 3.7.

(i) The amount of any Losses to be indemnified by any Indemnifying Party shall be reduced by any amounts recovered by the Indemnified Party (i) under the Indemnified Party's applicable insurance policies or (ii) from any other person alleged to be responsible therefor; provided, that in each case, such reduction in the amount of Losses shall be net of any increases in premiums, taxes, and any costs incurred in connection with such recovery or making claims under such insurance policies or collateral source (including costs of collection or deductibles).

(ii) If the Indemnified Party mitigates its Losses after the Indemnifying Party has paid the Indemnified Party in respect of such Loss under this Section 3.7, then the Indemnified Party must promptly notify the Indemnifying Party in writing the extent of the value of the benefit to the Indemnified Party of such mitigation (less the Indemnified Party's costs of mitigation) within five (5) business days after the benefit is received, and shall make payment of such amount to the Indemnifying Party within thirty (30) calendar days after the benefit is received.

(d) The indemnification obligations of the Parties set forth in this Section 3.7 shall, where negligence is determined to have been joint or contributory, be determined in accordance with the principles of comparative negligence, and each Party shall bear the proportionate Losses attributable to such Party's negligence.

(e) For purposes of this Section 3.7, any person that seeks indemnification pursuant to this Section 3.7 shall be the "**Indemnified Party**", and any person providing such indemnification shall be the "**Indemnifying Party**".

3.8 Owner's Use of the Property. During the Option Term, Owner shall have the right to continue to use the Property for its current use and any and all other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws. Owner shall not purposely take any action to render any of the representations or warranties of Owner set forth herein incorrect. Since Owner understands that Developer is using or contemplating using any portions of the Property then subject to the Option for Project Operations, Owner shall not create, modify or extend any leases or other agreements granting other parties rights to use or possess any such portions of the Property, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess such portions of the Property, or

otherwise unreasonably interfere with Developer's activities during the Option Term. Except as permitted under or pursuant to the Turnkey Remediation Agreement, Owner shall not make any material alterations to any portions of the Property (including, for the avoidance of doubt, with respect to any utilities on the Property by Owner and any Quindaro Power Station Demolition & Remediation undertaken by Owner) without the prior written consent of Developer (not to be unreasonably withheld, conditioned or delayed).

3.9 Payment Address. Developer's payments to Owner shall be made using the ACH information provided by Owner to Developer in accordance with any notice given pursuant to Section 15 below. Email shall be submitted to AR@bpu.com with reference to Project Yardbird Option Purchase Agreement along with amount of payment.

3.10 Environmental Site Assessments.

(a) Developer, in conducting any environmental site assessment on the Property (including the Phase II ESA), shall comply with all applicable Environmental Laws, including, but not limited to, Environmental Laws regarding the storage, use, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. Developer shall develop a work plan including: a scope of work; identification of contractors, materials expected to be generated, permits and notifications expected to be required, and other information needed for BPU, as agent of Owner, to approve the scope (BPU's approval will not be unreasonably withheld). Developer shall acquire all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to Developer's use of the Property and any environmental site assessment. Owner shall be considered the generator of all Investigation-Derived Wastes arising out of or generated by any environmental site assessment, and Developer and its contractors shall cooperate with Owner to characterize materials and complete any necessary manifests for disposal of Investigation-Derived Waste. Developer shall be responsible for causing the proper disposal of all such Investigation-Derived Wastes arising out of or generated by any environmental site or demolition/remediation assessment in accordance with Environmental Laws.

(b) In the event of the release, spill, leak, discharge, disturbance, or disposal of Hazardous Materials on or from the Property as a result of Developer or a Developer Related Party conducting any environmental site assessment, Developer shall use reasonable best efforts to control such event as soon as practicable, and shall timely report and diligently remediate all contaminated media to applicable federal, state, and local standards. Developer shall also promptly notify Owner, verbally or in writing and prior to making timely reports. Such notification shall include a description of the release, spill, leak, discharge, or disturbance of Hazardous Materials, the control and remediation response actions taken by Developer, and the proposed communication plan for notification to any federal, state, or local agency with regard to such release, spill, leak, discharge, disturbance, or disposal. No notifications to federal, state, or local agency shall be made by Developer prior to contacting Owner. Developer shall indemnify Owner for any penalties and all reasonable and documented cost and expense incurred by Owner as a result of such release, spill, leak, discharge, disturbance or disposal of any Hazardous Materials on or from the Property by Developer or any Developer Related Parties. As soon as feasible after any such release, spill, leak, discharge, disturbance, or disposal of Hazardous Materials on or from the Property, Developer shall provide Owner with a written summary of the underlying facts and any

responses taken and/or proposed with regard to such release, spill, leak, discharge, or disposal (“**Release Response Plan**”). Developer shall make available to Owner for inquiry, inspection and copying, upon reasonable notice and at reasonable times during normal business hours, any documents or records (which documents or records shall be made available electronically or in physical form in Wyandotte County, Kansas at Developer’s election) regarding activities taken by Developer under this Section 3.10(c) and reasonable access to Developer’s personnel in connection with such inquiry, inspection and copying. BPU, as agent of Owner, will timely approve the Release Response Plan or provide comments, if needed, to address business and operational considerations necessary to approve the summary and proposed next steps. If BPU and Developer cannot come to an agreement on the Release Response Plan, the Developer will timely execute and implement the BPU-approved portions of the Release Response Plan, and Owner will indemnify, defend and hold harmless Developer and the Developer Related Parties against any and all claims for losses, damages, claims, expenses and other liabilities to the extent resulting from or arising out of BPU’s failure, delay or refusal to approve any portion of the Release Response Plan proposed by Developer that Developer reasonably believes is required to comply with applicable Environmental Laws and that Developer does not perform as a result of BPU’s failure or refusal to approve. The provisions of Section 3.10(b) shall expressly survive the termination of this Agreement.

(c) For purposes of this Agreement, (i) “**Hazardous Materials**” means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, any per- and polyfluorinated substance, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation currently in place or promulgated in the future, regardless of quantity or levels and whether injurious by themselves or in combination with other materials, including, without limitation, those designated as a “hazardous substance” under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1321, 1317), defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6903), or defined as a “hazardous substance” under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos and (ii) “**Investigation-Derived Wastes**” shall mean discarded materials and waste resulting from field activities conducted for environmental assessment of the Property, such as sampling, surveying, drilling, excavation, and decontamination processes; examples of Investigation-Derived Wastes include soil cuttings, purged groundwater, decontamination water, and disposable equipment used to manage samples that may be classified as hazardous or nonhazardous.

(d) Developer shall provide Owner with a copy of any final report for any environmental site assessment performed on the Quindaro Site pursuant to Section 3.10 within two (2) business days of receipt.

4. Purchase Price. In the event Developer delivers a Notice of Exercise, Developer shall pay as consideration for Owner’s conveyance of the Property to Developer on the Closing Date (as hereinafter defined) an equal to (i) \$160,000.00 per acre *times* the aggregate acreage specified on Exhibit A hereto *minus* (ii) the Demolition & Remediation Cost (the “**Purchase Price**”); provided,

that in no event shall the Purchase Price be less than \$0.00. For purposes of this Section 4, the “**Demolition & Remediation Cost**” shall be as set forth in the Turnkey Remediation Agreement.

5. Easements.

5.1 Grant of Easements. In addition to the Deed, Owner shall also grant and deliver at Closing to Developer the applicable Easements on the Easement Property included in the Final Project Layout Map and the Notice of Exercise, as applicable, which Easements (and the terms and conditions thereof) shall be granted by separate easement agreement approved by BPU, as agent of Owner, and Developer, and which Easements may include:

(a) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, agents and invitees to use the Transmission Facilities Easement Area(s) for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: poles and overhead and/or underground lines, wires and cables for the conveyance of electric energy, and overhead and underground communications lines and equipment for communications purposes, and all necessary and proper anchors, support structures, foundations, conduit, footings, cross-arms, attachment hardware (e.g., nuts, bolts, clamps, etc.) and insulators, guardrails and other appliances, equipment, facilities, roads and fixtures for use in connection with said poles, lines, wires, conduit and/or cables (collectively, the “**Transmission Facilities**”), and the right to keep the Transmission Facilities Easement Area and surrounding areas within fifteen (15) feet of the boundary of the Transmission Facilities Easement Area clear of all brush, trees, timber and/or additional structures, improvements and facilities constructed after the Closing Date, or other hazards that in Developer’s reasonable opinion could interfere with or could damage the Transmission Facilities or the exercise of the rights granted hereunder (a “**Transmission Easement**”);

(b) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, agents, and invitees to use the Access Road Easement Area for the installation, replacement, repair, maintenance, operation and use of roads, paths and underground utilities relating to the Property (an “**Access Easement**”);

(c) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use the Utilities and Drainage Easement Area(s) for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: electric, water, gas, sewage and drainage infrastructure facilities for the contemplated Redevelopment Project (the “**Utilities and Drainage Easement(s)**”), including, but not limited to, pipelines, pump(s), meter(s), Transmission Facilities, ditches, canals, channels and related utility and drainage infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such utility and drainage infrastructure facilities (the “**Utilities and Drainage Facilities**”). Developer shall have right to connect Developer’s Utilities and Drainage Facilities to Owner’s existing utilities and drainage facilities; provided (i) any upgrades required for Developer to interconnect and use Owner’s existing utilities infrastructure

shall be completed at Developer's sole expense, and (ii) Developer will install separate meters if Developer connects to any of Owner's electric, water or gas utilities facilities, and (iii) Developer shall reimburse Owner for the amount owed to any such utilities for any such utilities services used by Developer within thirty (30) days of an invoice from Owner reasonably documenting the amount owed to the utilities for such services. For the avoidance of doubt, Developer's nonexclusive easement rights under this paragraph and rights to connect Developer's Utilities and Drainage Facilities to Owner's existing utilities and draining facilities shall each be subject to meeting applicable law, rules or regulations, including meeting all applicable codes;

(d) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use the Temporary Construction Laydown Easement Areas for the period starting on the Closing Date until six (6) months after the date on which construction of the Redevelopment Project is completed (the "**TCL Easement Expiration Date**"), for the purpose of parking, office trailers, communications equipment, security cameras, sanitary facilities (porta potties), shade structures, benches, temporary storage of equipment and supplies, assembly, and other related construction logistics purposes, including the right to lay down temporary gravel, rock and other ground treatment necessary for all-weather use, and the right to keep the Temporary Construction Laydown Easement Areas clear of all brush, trees, timber and/or additional structures, improvements and facilities or other hazards that in Developer's reasonable opinion could interfere with the exercise of the rights granted hereunder (a "**Temporary Construction Laydown Easement**"); and

(e) nonexclusive easement rights for Developer and its employees, contractors, subcontractors, and agents to use or hold the Habitat Conservation Areas (a "**Habitat Conservation Easement**").

5.2 Owner Easements. Developer shall grant and deliver at Closing to Owner the Owner Easements included in the Final Project Layout Map.

5.3 Agreements for Easements and Owner Easements. Following the completion of the Survey and during the Option Period, Developer and BPU, as agent of Owner, agree to negotiate in good faith the easement agreements for all applicable Easements and Owner Easements hereunder, all of which shall be initially drafted by BPU, as agent of Owner, based on Owner's standard forms.

6. Conditions Precedent.

6.1 Developer's Conditions. Developer's obligation to complete the Closing of the conveyance of the applicable Project Property after delivery of a Notice of Exercise is subject to the following conditions:

6.1.1 Title Policy. The title company selected by Developer, which shall be an industry recognized title company reasonably acceptable to Owner ("**Title Company**"), shall be irrevocably committed to issue to Developer an owner's policy of title insurance for the Project Property subject to the Permitted Exceptions and including such endorsements as may be reasonably requested by Developer ("**Title Policy**").

6.1.2 Covenants. Owner having performed in all material respects Owner's obligations under this Agreement.

6.1.3 Representations and Warranties. The representations and warranties of Owner set forth in Section 8 being true and accurate in all material respects on the Closing Date, as if made on such date.

6.1.4 No Material Adverse Change. There shall have been no material adverse change in the condition of the Project Property between the date the Notice of Exercise is sent and the Closing Date.

6.2 Owner's Conditions. Owner's obligation under this Agreement to complete the Closing of the conveyance of the applicable Project Property after Developer's delivery of a Notice of Exercise is subject to the following conditions:

6.2.1 Covenants. Developer having performed in all material respects Developer's obligations under this Agreement.

6.2.1 Representations and Warranties. The representations and warranties of Developer set forth in this Agreement being true and accurate in all material respects on the Closing Date, as if made on such date.

6.2.2 Option Exercise. Developer having properly and timely exercised the Option with respect to the Property and any applicable Easements as required under this Agreement.

6.2.3 Turnkey Remediation Agreement. The Turnkey Remediation Agreement has been entered into by BPU, as agent for Owner, and Developer.

6.2.4 Easements and Owner Easements. The easement agreements for all applicable Easements and Owner Easements hereunder shall have been fully negotiated and approved by Developer and BPU, as agent of Owner.

6.3 Compliance with Subdivision Laws. Developer's and Owner's respective obligation to complete the Closing contemplated by this Agreement shall be subject to the condition precedent (which is for the benefit of both parties and is not waivable by either party) that the Property must be sold on the scheduled Closing Date in compliance with all applicable subdivision laws and ordinances.

6.4 Failure of Conditions. If any of the conditions set forth in this Section 6 are not timely satisfied or waived by the applicable party which is the beneficiary of the condition(s), then the obligation of Developer or Owner, as applicable, to complete the Closing of the Project Property hereunder shall terminate, and upon the election of such Party this Agreement may be terminated upon notice to the other Party, in which event the Parties hereto shall have no further rights or obligations hereunder whatsoever except for such rights or obligations that, by the express terms hereof, survive any termination of this Agreement.

7. Closing.

7.1 Purchase and Sale of Project Property.

(a) Purchase and Sale of Project Property. In the event Developer exercises the Option, then subject to the terms and conditions of this Agreement, including Section 7.1(c), on the designated Closing Date for the applicable Project Property, (i) Developer shall purchase the Project Property in exchange for the Purchase Price for the Project Property, (ii) Owner shall transfer and convey ownership of the Property subject to the Permitted Exceptions, (iii) Owner shall grant to Developer the Easements, and (iv) Developer shall grant to Owner the Owner Easements.

(b) Turnkey Remediation Agreement. Following the Effective Date, BPU, as agent of Owner, and Developer will use commercially reasonable efforts to explore in good faith potential options and solutions for the Quindaro Power Station Demolition & Remediation, including the proposed redevelopment plan set forth on Exhibit E hereto (the “**Proposed Redevelopment Plan**”). In the event BPU and Developer are able to agree on terms with respect to the Quindaro Power Station Demolition & Remediation, including with respect to responsibility, costs and timing therefor, BPU and Developer will negotiate in good faith a definitive agreement with respect thereto (a “**Turnkey Remediation Agreement**”), which definitive agreement would be entered into by Owner and Developer. For the avoidance of doubt, this Section 7.1(b) shall not require Owner or Developer to enter into a Turnkey Remediation Agreement, and Developer and its affiliates will not have any obligations with respect to the Quindaro Power Station Demolition & Remediation unless expressly agreed to in a Turnkey Remediation Agreement. The Parties intend that the Turnkey Remediation Agreement will reflect the Proposed Redevelopment Plan, with such adjustments as needed following completion of Developer’s diligence and studies.

(c) Condition to Exercise of Option. Notwithstanding anything in this Agreement to the contrary, Developer may not exercise the Option or deliver a Notice of Exercise to Owner unless and until the Turnkey Remediation Agreement has been entered into by Owner and Developer.

7.2 Time. The closing of the purchase and sale of any applicable Project Property pursuant to this Agreement (“**Closing**”), shall occur on the closing date designated in the applicable Notice of Exercise, or on such other closing date as is mutually agreed between the parties in writing (“**Closing Date**”).

7.3 Owner’s Deliveries. Owner shall deliver the following to the Title Company at Closing:

(a) A (i) duly executed and acknowledged special warranty deed (“**Deed**”) conveying good and valid fee title to the Property, subject to the Permitted Exceptions (which form of Deed shall be agreed to and attached as an exhibit to the Turnkey Remediation Agreement), (ii) duly executed and acknowledged easement agreements conveying the Easements to Developer, and (iii) duly executed and acknowledged easement agreements accepting the conveyance of the Owner Easements from Developer;

(b) A duly executed certificate of Owner stating that Owner is not a “foreign person” within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended, and any similar state certificates (“**Non-Foreign Certificates**”);

(c) Title affidavits and indemnities in form and content as may be reasonably required by the Title Company and reasonably approved by BPU, as agent of Owner, to delete all of the title commitment standard exceptions (other than the Permitted Exceptions), including the standard “gap” exception, the standard mechanic’s lien exception, and the standard parties in possession exception and any exceptions for judgment, state or federal tax, environmental, broker, or other liens from the Title Policy;

(d) Instruments reasonably satisfactory to the Title Company reflecting the proper power, good standing, and authorization for the sale of the Project Property from Owner to Developer and the execution and delivery of all documents hereunder;

(e) Such disclosures and reports as are required by applicable state and local law of a seller in connection with the conveyance of real property; and

(f) Such additional documents as may be necessary for conveyance of the Project Property in accordance with this Agreement, including such escrow instructions as may be required by the Title Company in a form reasonably acceptable to Owner.

7.4 Developer’s Deliveries. Developer shall deliver the following to the Title Company at Closing:

(a) The Purchase Price for the Project Property, and plus or minus costs and prorations as provided in Section 7.6 (the “**Net Purchase Price Proceeds**”);

(b) A (i) duly executed and acknowledged Deed, (ii) duly executed and acknowledged easement agreements accepting the conveyance of the Easements from Owner, and (iii) duly executed and acknowledged easement agreements conveying the Owner Easements to Developer; and

(c) Such additional documents as may be necessary for conveyance of the Project Property in accordance with this Agreement, including such escrow instructions as may be required by the Title Company in a form reasonably acceptable to Developer.

7.5 Closing. When the Title Company has received all deliveries identified in Section 7.3 and Section 7.4, has received notification from Developer and Owner that all conditions to Closing have been satisfied or waived, and is irrevocably committed to issue the Title Policy, then, and only then, the Title Company shall:

(a) Record the Deed for the Project Property in the real property records of the county in which the Project Property is located,

(b) Deliver the Net Purchase Price Proceeds to Owner;

(c) Issue the Title Policy to Developer; and

(d) Deliver to Developer (i) conformed copies (showing all recording information thereon) of the Deed; and (ii) the Non-Foreign Certificate.

7.6 Closing Costs and Prorations. Developer shall pay all transfer taxes at Closing and Developer shall pay all escrow costs. Developer shall pay any title premium in connection with the issuance of the Title Policy obtained by Developer. All other closing costs or fees relating to the Closing shall be paid by the parties in accordance with the local custom in the county in which the Project Property is located. Property taxes and assessments on the Project Property shall be prorated between Developer and Owner (if applicable) as of the Closing, based on the most current statements and information available at such time. If the Project Property is part of a larger assessor's parcel, then the property taxes and assessments allocable to the Project Property shall be determined on a pro rata basis based on acreage. Owner shall be solely responsible for, and shall promptly pay, all supplemental, escape and other taxes and assessments made or levied against the Project Property to the extent they apply to any period prior to the Closing.

7.7 Possession. Owner shall deliver the Project Property to Developer free and clear of any liens, encumbrances, mortgages, estoppels, leases, option leases or other exception to title, and parties in possession on the applicable Closing Date therefor. Prior to the Closing, Owner shall remove, at its own expense, the Excluded Assets from the Project Property.

8. Developer's Representations, Warranties and Covenants. Developer hereby represents, warrants and covenants to Owner as follows as of the Effective Date:

8.1 Developer's Authority. Each person signing this Agreement on behalf of Developer is authorized or will be authorized to do so. When signed, this Agreement constitutes a valid and binding agreement enforceable against Developer in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by Developer for Developer's lawful execution, delivery and performance of this Agreement.

8.2 Compliance with Law. Developer shall conduct its activities on the Quindaro Site in a lawful manner and obtain any necessary permits and government approvals pertaining to its activities on the Quindaro Site.

9. Owner's Representations, Warranties and Covenants.

9.1 Owner's Authority. Owner hereby represents, warrants and covenants to Developer as follows as of the Effective Date and the Closing Date, all of which representations and warranties are true and correct as of the Effective Date and shall be true and correct on the Closing Date: Owner has or will have the unrestricted right and authority to execute this Agreement and to grant to Developer the rights granted hereunder; each person signing this Agreement on behalf of Owner is authorized or will be authorized to do so; when signed, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms, and no consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by Owner for Owner's lawful execution, delivery and performance of this Agreement.

9.2 Other Representations, Warranties & Covenants. Except as set forth on Schedule 9.2, Owner hereby represents, warrants and covenants to Developer as follows as of the Effective

Date and the Closing Date, all of which representations and warranties are true and correct as of the Effective Date and shall be true and correct as of the Closing Date:

(a) Ownership of the Quindaro Site. Except as may otherwise be set forth on the Survey or any title commitment or similar title report obtained by Owner and disclosed to Developer, to Owner's knowledge, Owner is the sole owner of the Quindaro Site, including the Property.

(b) Liens and Tenants. To Owner's knowledge, except for matters of public record and items disclosed in any title report or survey obtained by Developer, there are no unrecorded liens, encumbrances, leases, subleases, option leases, easements, rights of way, access rights, rights of first offer, rights of first refusal, licenses, occupancy agreements, fractional interests, mineral rights or oil and gas rights, water rights or other exceptions to Owner's fee title ownership of the Quindaro Site. Except as otherwise disclosed to Developer in writing or on the Survey or any title commitment or similar title report obtained by Developer, there are no tenants on the Quindaro Site under leases or other occupancy agreements entered into by Owner.

(c) No Interference/Quiet Enjoyment. Owner's activities and any grant of rights Owner makes to any person or entity on the Quindaro Site shall not, currently or prospectively, unreasonably interfere or directly compete with: the evaluation, investigation, construction, installation, maintenance, or operation of the Redevelopment Project and/or access over the Property and/or Developer's rights granted hereunder to use the Property for Project Operations and/or to use any Easement Property for the purposes described in Section 5.1, except for Owner's maintenance, operation and/or demolition of the Quindaro Power Station improvements on the Property and Owner's operations at the Quindaro Site outside the Property, which shall not be unreasonably interfered with by Developer or its contractors. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) engage in any other activity on the Quindaro Site that might compete with the Redevelopment Project.

(d) Environmental Laws. Owner has not received any written notice of any material violation, and to the knowledge of Owner, no other person has received any written notice of any violation of Environmental Laws pertaining to the Quindaro Site, that, as of the date hereof, remains uncured, and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the best knowledge of Owner, threatened, under any Environmental Laws with respect to the ownership, use or occupation of the Quindaro Site.

(e) Litigation. No litigation, bankruptcy proceeding, or condemnation of or relating to the Quindaro Site is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Quindaro Site. If Owner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Quindaro Site, Owner shall promptly deliver notice thereof to Developer.

(f) Compliance with Law. To Owner's knowledge and other than with respect to Environmental Laws, the Quindaro Site, and Owner's use of the Quindaro Site is

currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable to the Quindaro Site.

(g) Full Disclosure. To Owner's knowledge, effective after Owner has delivered the Owner's Materials, Owner has delivered or made available to Developer true, complete and accurate copies of all reports, studies, documents and agreements in Owner's possession which are material to evaluating the Property.

(h) Title Insurance; Survey. Owner shall reasonably cooperate with Developer (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Developer's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance with liability in an amount reasonably satisfactory to Developer insuring that fee or easement title to any Project Property is vested in Developer free of encumbrances, except as permitted herein or otherwise approved by Developer, and including such endorsements as Developer may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located. The Parties acknowledge that prior to the Effective Date, the Owner engaged a surveyor to conduct a survey of the Property (a "**Survey**"), which survey is expected to be completed prior to the expiration of the Diligence Period. Developer shall reimburse Owner for all fees incurred in connection with such Survey within thirty (30) days of delivery by Owner of an invoice therefor, which invoice shall include reasonable supporting documentation detailing such fees.

The foregoing covenants, representations and warranties of Owner are true and correct as of the Effective Date and shall be in full force and effect and deemed to have been automatically reaffirmed and restated by Owner in their entirety as of the date and time of Closing, but shall survive the Closing only for a period of six (6) months (the "**Survival Period**"), except for any matter which Developer obtains actual knowledge of or any changes in any foregoing representation or any breach of a foregoing warranty or agreement that occurs and is promptly disclosed in writing by Owner to Developer following such change prior to Closing (the "**Disclosures**"), which Disclosures shall thereafter be updated by Owner to the date of Closing. Any Disclosure shall be in writing and shall be delivered in accordance with the notice provisions of this Agreement. If Developer is notified in writing of any material adverse change in any representation or a material breach of a foregoing warranty or agreement, Developer shall promptly notify Owner and if Owner does not cure all such material adverse changes and material breaches prior to Closing, then notwithstanding anything herein to the contrary, Developer may elect to (i) close and consummate the transaction contemplated by this Agreement and thereby waive such representation and/or warranty; or (ii) terminate this Agreement by notice to Owner, whereupon the Parties hereto shall have no further rights or obligations hereunder whatsoever except for such rights or obligations that, by the express terms hereof, survive any termination of this Agreement.

9.3 Knowledge. The term "knowledge" as used in this Section with respect to Owner shall mean the actual knowledge of the General Manager of the BPU, the Chief Compliance Officer of the BPU, and any persons acting in such roles on or following the Effective Date ("**Owner's Representatives**"), without any duty of inquiry or investigation; provided that so qualifying Owner's knowledge shall in no event give rise to any personal liability on the part of Owner's Representative, or any other officer or employee of Owner, on account of any breach of

any representation, warranty or covenant made by Owner herein. Said “knowledge” does not include constructive knowledge, imputed knowledge, or knowledge Owner or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Owner is authorized to make any representation or warranty for or on behalf of Owner. Owner represents and warrants that the Owner’s Representatives are involved in and have knowledge of the day-to-day operations of the Property.

9.4 Survival; De Minimis Claims; Limitation of Liability. With respect to any post-Closing discovery by Developer of a breach of Owner’s representations and warranties set forth in this Section, Developer shall be required to provide written notice to Owner of such claim prior to the expiration of the Survival Period, or else such right shall be waived. Notwithstanding anything to the contrary herein, (i) no claim shall be made by Developer under this Section unless the aggregate amount of exposure or damage claimed exceeds the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), in which event only the excess of such amount may be pursued, (ii) the maximum liability of Owner for any such breach of Owner’s representations and warranties shall not exceed the aggregate sum of Seven Hundred Thousand and No/100 Dollars (\$700,000.00), to be paid by Owner on a prorated monthly basis over a six-month period at the Prime Rate, and (iii) in no event shall Owner have any liability to Developer with respect to a breach of representation, warranty or covenant under this Agreement to the extent Developer had knowledge of such breach prior to Closing. For purposes of this Agreement, Developer’s “knowledge” shall include the actual knowledge of any officer of Developer after reasonable inquiry of their direct reports and any advisors engaged by Developer in connection with this Agreement or the Redevelopment Project. The provisions of this paragraph shall survive the Closing. For purposes of this Section, “Prime Rate” shall mean the prime rate of interest reported by the Wall Street Journal as of the first payment date of any payment obligation of Owner pursuant to the foregoing.

9.5 OWNER DISCLAIMER.

(a) EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN AND SUBJECT TO THE TERMS OF THE TURNKEY REMEDIATION AGREEMENT, THE OPTION IS BEING GRANTED, AND ANY SALE OF THE PROPERTY IS BEING SOLD, IN AN “AS IS,” “WHERE IS” CONDITION AND “WITH ALL FAULTS” AS OF THE EFFECTIVE DATE, SUBJECT TO NORMAL WEAR AND TEAR AND DAMAGE BY FIRE OR OTHER CASUALTY AS SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DEVELOPER ACKNOWLEDGES AND AGREES THAT OWNER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED AND/OR UNDERTAKEN BY OWNER OR BY ANY PARTNER, OFFICER, DIRECTOR, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF OWNER AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (B) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING, HANDICAPPED

ACCESSIBILITY, OR DEVELOPMENT LAWS, CODES, RULES AND REGULATIONS); THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (C) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED WITHIN THE PROPERTY; (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DEVELOPER MAY CONDUCT THEREON; (D) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (E) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; (F) WHETHER THE PROPERTY CONTAINS ASBESTOS OR ANY OTHER HARMFUL, HAZARDOUS OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME, OR THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, WATER, SOIL, AND GEOLOGY OR (G) THE FINANCIAL PROSPECTS AND OTHER OPERATIONAL RESULTS OF THE PROPERTY OR THE ABILITY OF ANY TENANT THEREOF TO PAY ANY SUM(S) DUE UNDER THE LEASES. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT. DEVELOPER SHALL NOT RELY UPON ANY STATEMENT OR REPRESENTATION BY OR ON BEHALF OF OWNER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

(b) DEVELOPER ACKNOWLEDGES THAT DEVELOPER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY. SUBJECT TO THE TERMS OF THE TURNKEY REMEDIATION AGREEMENT, DEVELOPER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," IN ITS PRESENT STATE AND CONDITION, WITHOUT REPRESENTATION OR WARRANTY BY OWNER OR ANY OF ITS REPRESENTATIVES OR AGENTS AS TO ANY MATTERS WHATSOEVER EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO PATENT OR LATENT CONDITION AFFECTING THE PROPERTY IN ANY WAY, WHETHER OR NOT KNOWN OR DISCOVERABLE OR HEREAFTER DISCOVERED, SHALL AFFECT DEVELOPER'S OBLIGATIONS HEREUNDER, NOR SHALL ANY SUCH CONDITION GIVE RISE TO ANY RIGHT OF DAMAGES, RESCISSION OR OTHERWISE AGAINST OWNER.

(c) DEVELOPER ACKNOWLEDGES THAT IT WILL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY DURING THE SURVEY PERIOD AND OPTION TERM, AND DURING SUCH SURVEY PERIOD AND OPTION TERM, OBSERVE ITS PHYSICAL CHARACTERISTICS AND EXISTING CONDITIONS AND THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AND STUDY ON AND OF THE PROPERTY AND ADJACENT AREAS AS DEVELOPER DEEMS NECESSARY.

10. Assignment. Developer shall not have the right to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber any or all of its right, title and

interest under this Agreement to one or more persons (each, an “**Assignee**”) without the prior written consent of Owner, which consent may be granted or withheld in Owner’s sole and absolute discretion. The assigning Party shall notify the other Party in writing of any proposed assignment and the name and address of any proposed Assignee. In the event of any direct or indirect devise, conveyance, gift, assignment, transfer or sale of Owner’s title to the Property (an “**Owner Transfer**”), until notice of such Owner Transfer is received by Developer, Developer shall have no duty to any successor owner, and Developer shall not be in default under this Agreement if it continues to make all payments to the original Owner before such notice of an Owner Transfer is received. In the event of an Owner Transfer of less than all of the Property, Developer shall have the right to require all parties owning fee title to deliver a written agreement setting forth the manner in which payments under this Agreement are to be made among such parties, and in the event such parties do not agree, Developer shall have no liability to any party for such payments so long as Developer either (a) makes such payments into an escrow account or an account maintained by a court with jurisdiction over the Property in connection with such payments or (b) makes such payments to the parties Developer reasonably determines in good faith are entitled to such payments based on the information provided to Developer.

11. Cooperation with Financing Efforts. Owner agrees to reasonably cooperate with Developer in good faith, at Developer’s expense, as reasonably requested by Developer in connection with the arrangement of any financing for the development and construction of the Redevelopment Project.

12. Default. In the event of any alleged monetary default or material non-monetary default or failure to perform any material obligation under this Agreement, the non-defaulting Party shall give written notice thereof to the alleged defaulting Party, which notice shall include the acts required to cure the same with reasonable specificity (“**Notice of Default**”).

12.1 Event of Default. Each of the following events shall constitute an “**Event of Default**” by a party and shall permit the non-defaulting party to pursue its remedies pursuant to Section 12.2:

(a) Monetary Default. Any monetary default by Developer, for which a Notice of Default has been delivered to Developer by Owner to the extent required under this paragraph, and such monetary default has continued for five (5) business days after delivery of such Notice of Default to Developer, provided that Owner shall only be obligated to provide notice for a monetary default to Developer two (2) times during the Option Term, and thereafter there shall be no notice or cure period applicable to a monetary default by Developer hereunder; or

(b) Non-Monetary Default. Any material non-monetary default by either Party for which a Notice of Default has been delivered to such Party by the non-defaulting Party, and such material non-monetary default has continued for thirty (30) days after the non-defaulting Party has delivered written notice of such default to the defaulting Party, provided that if such default cannot reasonably be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary (but in no event to exceed ninety (90) days) to cure such default so long as the defaulting Party has commenced cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion.

12.2 Remedies. Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable. Upon an Event of Default by a defaulting Party under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement upon notice to the other Party, and the non-defaulting Party shall further be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative. The terms of this Section shall survive the termination of the Agreement.

13. Damages Waiver. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND DEVELOPER HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, SPECIAL, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

14. Notice.

14.1 Notices. All notices, payments, and other communications to the Parties under this Agreement must be in writing and be delivered to the address below by (a) certified or registered mail (return receipt requested), (b) personal delivery, (c) nationally recognized courier service which provides written evidence of delivery, or (d) email, or to such other addresses as the Parties may, by such notice, specify from time to time; provided, however, that notice sent by email shall be accompanied by notice sent by one of the methods described in clauses (a), (b), or (c) above and shall be deemed delivered upon delivery of the physical notice sent by such other method:

If to Owner:

Kansas City Board of Public Utilities
Attention: General Manager
540 Minnesota Avenue
Kansas City, Kansas 66101

with copies to (which shall not constitute notice):

Kansas City Board of Public Utilities
Attention: Chief Compliance Officer
540 Minnesota Avenue
Kansas City, Kansas 66101

and

Unified Government
Attention: Chief Counsel
Legal Department, Municipal Office Building 9th
Floor
701 N. 7th Street
Kansas City, Kansas 66101

and

Unified Government
Attention: County Administrator
701 N. 7th Street
Kansas City, Kansas 66101

and

Stinson LLP
c/o Brittany Barrientos
1201 Walnut, Ste. 2901
Kansas City, MO 64106
Email: brittany.barrientos@stinson.com

If to Developer:

[PowerTransitions Operations LLC]
5251 Westheimer Rd., Suite 330
Houston, TX 77056
Attn: Justin Thekkekara,
Managing Director, General Counsel
Email: legal.notice@power-transitions.com

14.2 Delivery. Notice is considered given either (a) when delivered in person to the address set forth in this Section 14, (b) when delivered to the applicable Party's address specified in this Section 14 by nationally recognized courier service which certifies in writing the date of

delivery, (c) three (3) business days after deposit in the United States mail sent by certified or registered mail (return receipt requested), in a sealed envelope or container, postage and postal charges prepaid, addressed to the applicable Party's address specified in this Section 14; or (d) upon transmission by email to the applicable Party's email address specified in this Section 14, or to such other addresses as the Parties may, by such notice, specify from time to time.

14.3 Change of Recipient or Address. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

15. Governing Law. This Agreement and any disputes arising out of this Agreement shall be governed by and construed under the laws of the State of Kansas, without regard to principles of conflicts of law. Venue for any action to enforce or interpret this Agreement shall be the United States District Court for the District of Kansas and any state courts sitting in Wyandotte County, Kansas.

16. Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable or reasonably requested by the other Party to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof.

17. Amendments. This Agreement shall not be amended or modified in any way except by an instrument duly signed by Owner and Developer.

18. Severability. If any term, phrase, paragraph or provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms, phrases, paragraphs or provisions shall in no way be affected or impaired thereby, and such remaining terms, phrases, paragraphs or provisions shall remain in full force and effect. The invalid, illegal or unenforceable term, phrase, paragraph or provision, as applicable, shall be replaced by a term, phrase, paragraph or provision which being valid, legal and enforceable, comes closest to the intention of the Parties expressed in this Agreement underlying the invalid, illegal or unenforceable term, phrase, paragraph or provision.

19. Titles, Captions or Headings. The titles, captions or headings of the various articles, sections, paragraphs and subparagraphs contained in this Agreement are intended for convenience and for reference purposes only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

20. Entire Agreement. All exhibits and schedules attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire and final understanding of the Parties and supersedes all prior agreements, negotiations and understandings between the Parties related to the subject matter of this Agreement.

21. Effect of Termination. Any termination of this Agreement pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising and accruing prior to the effective date of such termination.

22. No Waiver. The failure of a Party in any one or more instances to exercise any right, power or remedy hereunder or insist upon performance or strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any provision of this Agreement or of any rights, powers or remedies that such Party may have; shall not be deemed to constitute an amendment of this Agreement; and shall not be deemed a waiver, estoppel, or relinquishment, to any extent, of the right to exercise such right, power or remedy or require strict compliance with the applicable terms, covenants or conditions of this Agreement at any other time or on any other occasion.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby agree signatures transmitted electronically or by email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

24. Recording of Memorandum; Subdivision of Property.

24.1 Recording of Memorandum. No later than two (2) business days following the Effective Date or such later date as the Parties may agree, the Parties shall execute, acknowledge and record in the applicable town and/or county land record a memorandum of this Agreement in substantially the form attached as Exhibit B, hereto (the “**Memorandum**”). If the description or depiction of the Property set forth on Exhibit A and Exhibit A-1 or the Quindaro Site set forth on Exhibit A-2 and Exhibit A-3, is not completed or recordable as of the Effective Date or otherwise requires revision following the Effective Date as a result of Developer’s Preliminary Studies, Developer shall have a recordable legal description of the Property and/or Quindaro Site prepared by a licensed surveyor during the Diligence Period, which legal description shall be subject to the review and prior written approval of BPU, as agent of Owner. After the recordable legal description(s) has/have been prepared by the surveyor and approved by BPU, the Parties shall amend such Exhibits of this Agreement to reflect such recordable legal description of the Property and/or the Quindaro Site, and Developer shall record the Memorandum with the recordable legal description of the Property and the Quindaro Site, as applicable, attached. The Parties intend that this Agreement create a valid option in favor of Developer to purchase the Property (or the applicable portion thereof) on the terms set forth in the Agreement, and if the Option is timely exercised, a valid and enforceable obligation for Owner to sell the Project Property to Developer. Therefore, upon the Effective Date, (a) the exclusive right and Option granted to Developer in Section 1, (b) the restrictions on reuse and redevelopment of the Quindaro Site agreed to by Owner in Section 1.4, and (c) any rights the Developer has to Easements on the Quindaro Site outside the Project Property pursuant to Section 5, in each case, shall be deemed an encumbrance upon the Quindaro Site that shall run with the land and shall be binding upon the Quindaro Site, the Property, Owner, and its successors and assigns, and shall inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns during the term of this Agreement. Owner covenants and agrees any conveyance, sale, or transfer of the Property or the Quindaro Site

or any interest therein, and any lien or encumbrance attached to the Property or the Quindaro Site following the Effective Date shall be subject to Developer's rights under this Agreement during the term of this Agreement.

24.2 Subdivision of Property. Developer shall take all reasonable actions as are necessary to cause the Property to become a separate legal parcel which complies with all applicable subdivision laws and ordinances as of the Closing. Owner shall reasonably cooperate with Developer's subdivision of the Property, provided that Developer shall reimburse Owner for all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) incurred in connection with the actions taken by Owner pursuant to this Section 24.2.

25. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Developer, other than the relationship of Owner and Developer.

26. Brokerage Commissions. Owner and Developer each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Agreement. Owner and Developer shall indemnify, defend and hold each other harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

27. Confidentiality. Developer and Owner agree that the terms of that certain Amended and Restated Confidentiality and Noncircumvention Agreement dated December 17, 2024 by and among PowerTransitions Operations LLC and Kansas City Board of Public Utilities, an Administrative Agency of the Unified Government of Wyandotte County/ Kansas City, Kansas, as amended by that certain First Amendment to Amended and Restated Confidentiality and Noncircumvention Agreement dated January 21, 2025 (collectively, the "**Confidentiality Agreement**"), are hereby incorporated herein by reference and shall be binding on Owner and Developer, provided that for purposes of this Agreement, the purpose of such terms shall be the effectuating this Agreement and Redevelopment Project and such terms shall apply to and be binding on Owner and Developer until the expiration or earlier termination of this Agreement (regardless of any sooner expiration or termination of the Confidentiality Agreement).

28. Successors and Assigns. Notwithstanding anything to the contrary in this Agreement, neither this Agreement nor any of the rights hereunder (including without limitation the Option) shall be assigned by Developer without the prior written consent of Owner in Owner's sole discretion; provided that with written notice to Owner, Developer may assign this Agreement or any of the rights hereunder (including without limitation the Option) to any affiliate of Developer (subject to the prior written approval of Owner, not to be unreasonably withheld) or to any person who acquires all or substantially all of the assets or equity interests of Developer. Subject to the terms and conditions of this Agreement (including, without limitation, the provisions of Section 10 hereof), this Agreement shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and permitted assigns, and all persons claiming under them. The burdens of

this Agreement and other rights contained in this Agreement shall run with and against the Quindaro Site and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against the Parties and their respective successors and permitted assigns for the duration of this Agreement.

29. Force Majeure. A Party will not be considered to be in breach or default of its obligations under this Agreement to the extent that performance of such obligations or its efforts to cure are delayed, hindered, adversely affected or prevented due to a Force Majeure Event (in each case, whether or not the applicable Force Majeure Event was foreseeable as of the Effective Date), and the time period for performance of such obligations shall be tolled on a day-for-day basis for the length of the Force Majeure Event (but in no event for a period longer than 180 days). For purposes of this Agreement, **“Force Majeure Event”** means: plague, contagion, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including, without limitation, any measures of any governmental authority related thereto, including, without limitation, quarantine or other restrictions), fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or supranational agency, or any act or condition beyond the reasonable control of a Party. Notwithstanding anything to the contrary herein, in no event shall any monetary obligations hereunder be tolled, delayed or otherwise affected by any Force Majeure Event, unless such Force Majeure Event directly affects the financial institutions used by either Party (e.g., cyberattack, malware, etc.) such that the Party is unable to use such financial institution to make payment of such monetary obligations to the other Party.

30. Interpretation. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all exhibit and section references in this Agreement shall be deemed to refer to the exhibits and sections in this Agreement. In the event any time period or due date set forth in this Agreement would otherwise fall on a Saturday, Sunday or any other day on which banks in Houston, Texas or Kansas City, Kansas are closed for business, such time period shall be automatically extended to the next business day.

31. No Merger. There shall be no merger of this Agreement with the fee estate in the Property by reason of the fact that this Agreement or any interest in the may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons having an interest in this Agreement or in the estate of Owner and Developer, shall join in a written instrument effecting such merger and shall duly record the same.

32. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the performance of the covenants and obligations of each Party herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner and Developer have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

Unified Government of Wyandotte County/ Kansas City, Kansas

By _____

Name: _____

Title: _____

DEVELOPER:

[PowerTransitions Operations LLC],
a Delaware limited liability company

By _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[To be finalized following Diligence Period per Survey]

EXHIBIT A-1

MAP OF THE PROPERTY



EXHIBIT A-2

DESCRIPTION OF THE QUINDARO SITE

[To be finalized following Diligence Period per Survey]

EXHIBIT A-3

MAP OF THE QUINDARO SITE



Exhibit B

FORM OF MEMORANDUM OF OPTION PURCHASE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

[PowerTransitions Operations LLC]
5251 Westheimer Rd., Suite 330
Houston, TX 77056
Attn: Justin Thekkekara,
Managing Director, General Counsel

APN:

Space above line for Recorder's use only

This Memorandum of Option Purchase Agreement ("**Memorandum**") is made and dated as of _____, 20____ ("**Effective Date**") by and among **the Unified Government of Kansas City/Wyandotte County, Kansas** ("**Owner**"), with an address of 701 N. 7th Street, Kansas City, KS 66101, and **[PowerTransitions Operations LLC]**, a Delaware limited liability company ("**Developer**"), with an address of 5251 Westheimer Rd, Suite 330, Houston, Texas, 77056, in light of the following facts and circumstances:

A. Owner owns the approximately eighty-five (85) acres of real property, including all right, title and interest in any rights, hereditaments and benefits appurtenant thereto including, any easements and rights-of-way benefiting such real property, and all surface rights pertaining thereto, but excluding any improvement thereon, more particularly described on the attached Exhibit A-2 (the "**Quindaro Site**") and depicted on the map attached hereto as Exhibit A-3. Owner and Developer entered into that certain Option Purchase Agreement, dated May [●], 2025 (the "**Agreement**"), pursuant to which Owner has granted Developer an exclusive option to purchase (the "**Option**") a portion of the Quindaro Site more particularly described on the attached Exhibit A hereto and depicted on the map attached as Exhibit A-1 hereto, including all right, title and interest in any rights, hereditaments and benefits appurtenant thereto, including, any easements

and rights-of-way benefiting such real property, and all surface rights pertaining thereto but excluding any improvements thereon (the “**Property**” or the “**Property**”) and obtain certain related easement rights on the Quindaro Site, for purposes of developing, constructing, installing, replacing, maintaining, owning, operating, relocating and removing renewable energy generation and/or energy storage facilities thereon on the terms and conditions as described in greater detail in the Agreement. The Agreement and Exhibits are hereby incorporated herein as if fully set forth in this Memorandum. Owner and Developer have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement.

B. The Option may be exercised by Developer on one or more occasions by delivering an exercise notice (“**Notice of Exercise**”) to Owner, and Owner has agreed to sell the Property, or the applicable portion thereof selected by Developer in any Notice of Exercise delivered by Developer during the Option Term, to Developer commencing upon the Closing Date set forth in the applicable Notice of Exercise delivered by Developer, which Closing Date, for the avoidance of doubt, shall be no later than sixty (60) days after the date of the Notice of Exercise. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Developer provide record notice of the following:

1. Option Grant. On the terms and conditions set forth in the Agreement, Owner has granted and hereby grants to Developer the exclusive Option giving Developer the right to purchase the Property (or any applicable portion thereof selected by Developer in any Notice of Exercise delivered by Developer during the Option Term) and obtain the grant of certain related easements upon the terms set forth in the Agreement effective as of the applicable closing date set forth in the applicable Notice of Exercise. The Agreement includes an initial Diligence Period which commences on the Effective Date and continues until the date that is the later of (i) sixty (60) days after the Effective Date and (ii) five (5) business days following (x) completion of any survey contemplated by Section 25.1 of the Agreement, (y) the recording of this Memorandum by the Parties and (z) completion of the Phase II ESA (provided that Developer within five (5) days of the Effective Date orders the Phase II ESA and thereafter diligently pursues the same to completion) (the “**Diligence Period**”) and an Option term (the “**Option Term**”) which commences on the expiration of the Diligence Period and shall continue for up to one (1) year thereafter, unless Developer delivers a Renewal Notice (as defined in the Agreement), a Termination Notice (as defined in the Agreement) and/or Notice of Exercise (as defined in the Agreement) prior to such date.

2. Successors and Assigns. This Memorandum and the Agreement shall burden the Quindaro Site and shall run with the Quindaro Site during the term of the Agreement. The Agreement and this Memorandum shall inure to the benefit of and be binding upon Owner and Developer and, to the extent provided in any assignment or other transfer under the Agreement, any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

3. Exclusivity. Following the Effective Date (as defined in the Agreement) until the date that is six (6) months following the expiration or earlier termination of the Agreement, Owner (on behalf of itself and its successors and assigns) agrees not to, directly or indirectly, without the prior written consent of Developer, explore any (i) potential reuse or redevelopment of the Quindaro Site (including the Property) for any Renewable Assets or data centers with any third party, (ii) use of the interconnection facilities on the Quindaro Site by a third party (other than Permitted Exceptions and existing use by any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site), or (iii) easements to such interconnection facilities with any such third party (other than Permitted Exceptions and to any third parties with existing easements or other rights, title or interests in and to any portion of the Quindaro Site).

4. Access for Due Diligence. From the Effective Date until the expiration of the Option Term, Developer and Developer's agents, employees, contractors and invitees shall have a license to access to the Property for the purposes of Developer's due diligence investigation of the Property.

5. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement.

6. Counterparts. This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

OWNER:

Unified Government of Kansas City/Wyandotte County, Kansas

By: _____

Name:

Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF KANSAS)

COUNTY OF WYANDOTTE) ss.

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the foregoing instrument in his/her/their authorized capacity(ies), as _____ on behalf of the Unified Government of Kansas City / Wyandotte County, Kansas.

Witness my hand and official seal

(SEAL) Notary Public

DEVELOPER:

[PowerTransitions Operations LLC],
a Delaware limited liability company

By: _____

Name: Sean T. Long, Sr.

Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.

COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the foregoing instrument in his/her/their
authorized capacity(ies) as _____ of [PowerTransitions Operations LLC], and
that by his/her/their signature(s) on the foregoing instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing
paragraph is true and correct.

Witness my hand and official seal

(SEAL) Notary Public

EXHIBIT A TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

DESCRIPTION OF THE PROPERTY

[To be attached]

EXHIBIT A-1 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

MAP OF THE PROPERTY

[To be attached]

EXHIBIT A-2 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

DESCRIPTION OF THE QUINDARO SITE

[To be attached]

EXHIBIT A-3 TO MEMORANDUM OF OPTION PURCHASE AGREEMENT

MAP OF THE QUINDARO SITE

[To be attached]

EXHIBIT C
FORM OF NOTICE OF EXERCISE

(On The Letterhead Of Developer)

VIA CERTIFIED MAIL\RETURN RECEIPT REQUESTED

[Date]

[•]

[•]

[•]

Attn: [•]

Email: [•]

Re:Option Purchase Agreement ([*Parcel/Project ID*]) Dated _____, [•], by and between [•], a [•] (“Owner”), and [•], a Delaware limited liability company (“Developer”) (“Agreement”)

Notice of Exercise of Option (“**Notice of Exercise**”)

To Whom it May Concern:

Please take notice that pursuant to the terms of the above described Agreement, Developer hereby exercises the Purchase Option to purchase all of the real property described by the legal description attached hereto, marked Exhibit ”1” (the “**Property**”) and the easement rights described on Exhibit “2” hereto (the “**Easement Property**”). The closing date for the purchase of the Property (“**Effective Date**”), shall be [•]. Capitalized terms used herein shall have the meaning given them in the Agreement unless otherwise defined herein.

Thank you in advance for your anticipated cooperation in this matter.

Very truly yours,

[•]

By:_____

Name: Sean T. Long, Sr.

Title: Chief Executive Officer

EXHIBIT 1

(to the Notice of Exercise)

DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of Kansas City, County of Wyandotte, State of Kansas, and is described as:

Parcel ID: _____

Acreage: _____

EXHIBIT 2

(to the Notice of Exercise)

DESCRIPTION OF THE EASEMENT PROPERTY

The easement rights on the real property described below situated in the City of Kansas City, County of Wyandotte, State of Kansas:

EXHIBIT D

EXCLUDED ASSETS

1. Two (2) 1.5-million gallon tanks (which are located on the Quindaro Site outside of the Project Property)
2. Inventory equipment and material – see attached listing
3. Drawings, OEM manuals and reports from the Engineering building
4. Spare parts, machinist tools, general tools and equipment from the Office/Machinist Building
5. Located near Plant 3 – Q2 GSU transformer and Q2 aux transformer, station batteries battery charger
6. 4,000 gallon fuel tank located near East edge of the Property
7. Pumps and valving equipment from the High Duty Building
8. Drawings and plans from the Chemical Building

EXHIBIT E

PROPOSED REDEVELOPMENT PLAN

Set forth below is the Proposed Redevelopment Plan to be implemented by Developer. Finalization of this Proposed Remediation Plan is subject to completion of Developer's environmental, demolition, and remediation diligence, finalization of the scope of work and costs associated with demolition and remediation contractors, and negotiation and execution of the Turnkey Remediation Agreement with Owner.

Concept	Summary
Proposed Scope of Work	Developer intends to undertake the following activities to prepare the Property for development: • Abatement and demolition of structures necessary to construct new assets on the Property ("Demolition"), including: ○ abatement and demolition of Plant 2 ○ abatement and demolition of Plant 3 ○ demolition of all or a portion of the water treatment plant • Grading, excavation and other site preparation required to prepare development sites ("Site Prep") on the Property. • Remediation of Hazardous Materials encountered during Site Prep and as otherwise necessary to construct new assets on the Property and to assure protection of public health and the environment for the end use of such new assets ("Remediation" and together with the Demolition and Site Prep, the "Demolition & Remediation Activities"). Remediation may include: ○ Removal and off-site disposal of Hazardous Material in soils on the Property ○ Restricting exposure of property users to soils contaminated with hazardous materials by capping or otherwise restricting exposure ○ Treatment of groundwater beneath the Property for purposes of mitigating onsite exposure to Hazardous Materials, or for purposes of construction and foundation dewatering and discharge to surface water ○ Limiting exposure to Hazardous Materials in soil vapor, including by installation of vapor barriers in new assets and/or treatment of soil and groundwater sources of soil vapor on the Property ○ Implementation of Environmental Use Controls, Risk Management Plans, and/or Certificate(s) of Liability Release (as defined by Kansas statutes and

Concept	Summary
	regulations) to limit exposure to Hazardous Materials in media on the Property and/or successor liability It is the intent of Owner and Developer to relocate the historic washroom building to the Plant 1 site, at Developer's sole expense, if possible, and that if the historic washroom building will not be relocated, Developer intends to, at its expense, preserve the historic washroom building.
Procurement of PLL Insurance	Developer plans to procure and maintain on and after Closing, at no expense to Owner, a real estate pollution legal liability insurance policy ("PLL Policy") with coverage and limits to be determined by Developer based on its diligence, which coverage and limits will be reasonably acceptable to Owner. Owner and Developer would be named insureds under the PLL Policy, the PLL Policy would be maintained for [TBD] years (length of period will depend on coverage being available on commercially reasonable terms for such period). Developer plans to maintain or will require its contractors conducting any part of the Redevelopment Plan to maintain contractors' pollution legal liability coverage during work on the Property ("Contractors' PLL Policy"). Owner and Developer will be named insureds under such Contractors' PLL Policy.
Assumption of Obligations to Perform Scope of Work	Developer intends to assume effective as of the Closing, at no cost or expense to Owner, all obligations to perform the Demolition & Remediation Activities.
Developer Release & Indemnification	Developer intends to provide Owner with a release and indemnity relating to the presence of Hazardous Materials in, on, under or from the Property prior to and post- Closing, subject to certain to be negotiated exclusions ("Excluded Claims") relating to (1) claims relating to exposure to Hazardous Materials that occurred pre-Closing (including any personal injury, death, disability or property damage) brought by a third-party relating to an exposure event that occurred pre-Closing that did not continue post-Closing, (2) claims relating to migration of Hazardous Materials from the Quindaro Site that commenced pre-Closing (including any personal injury, death, disability, property damage or cleanup costs) whether or not such migration continued post-Closing and whether the claims are brought pre- or post-Closing, (3) availability of coverage under any existing Owner insurance policies, the PLL Policy or the Contractors' PLL Policy. Developer reserves all rights to (and does not release or indemnify Owner for) any claims relating to new post-Closing releases caused by Owner or its Owner Related Parties that affects Developer's property.
Owner Release & Indemnification	Developer would expect Owner to provide Developer with a release and indemnity relating to any Excluded Claims.

Concept	Summary
	Owner reserves all rights to (and does not release or indemnify Developer for) any claims relating to new post-Closing releases by Developer or its Developer Related Parties that affects Owner's property.
Rights to Historical Insurance Policies	Developer would expect to be able to benefit from Owner's rights to coverage under historical commercial liability insurance policies; however, any coverage obtained would not be included in the Demolition & Remediation Costs or otherwise reduce the amount of the Financial Assurance.
Financial Assurance & Limitation of Liability	Developer intends to (1) place in escrow, obtain a letter of credit, issue a parental guarantee, or establish other financial assurances that the parties may agree to, in an amount equal to the Demolition and Remediation Costs, which may be drawn down (or reduced) by Developer in an amount to equal to the Demolition and Remediation Costs as expended, and the escrow would revert to Owner (and any letter of credit or parental guarantee may be drawn by Owner) in the event of Developer's default (the "Financial Assurance"); and (2) maintain the PLL Policy for the term specified above. establish other financial assurances the parties may agree upon from time to time. Developer's aggregate liability under the Turnkey Remediation Agreement would be limited to the amount of the Financial Assurance (as it may be drawn down or reduced as set forth above) and any unpaid premiums for the PLL Policy for the term specified above.

Schedule 9.2

(a) None.

(b) None.

(c) None.

(d) None.

(e) None.

(f) None.

(g) None.

(h) None.

RESOLUTION NO. R- _____

**A RESOLUTION APPROVING THE ATTACHED OPTION PURCHASE
AGREEMENT FOR THE QUINDARO PLANT SITE**

WHEREAS, as an administrative agency of the Unified Government of Wyandotte County/ Kansas City, Kansas and pursuant to Charter Ordinance 5-01, the BPU has the authority to acquire property but not the authority to sell said real property; and

WHEREAS, the land commonly referred to as the Quindaro Plant Site is owned by the Unified Government and under operational oversight of the Board of Public Utilities (BPU); and

WHEREAS, the Quindaro Plant site previously contained plants that provided power and water to the community, however said plants are no longer in use; and

WHEREAS, certain facilities on the Quindaro Plant Site are still in use and those areas should be retained by the Unified Government/ BPU, however the other areas are no longer needed for utility use; and

WHEREAS, the BPU issued a Request For Proposals for the property and conducted a competitive process to identify a bidder to remediate and purchase or lease the property for redevelopment; and

WHEREAS, PowerTransitions Operations LLC, was determined to have the best proposal; and

WHEREAS, PT Yardbird Redevelopment LLC (Developer) is an affiliate of PowerTransitions Operations LLC and will be the named entity entering into the Option Purchase Agreement; and

WHEREAS, BPU staff and the Developer have entered into negotiations to develop a framework for remediation of the Quindaro Plant Site, which would ordinarily be handled by BPU to the extent necessary, to facilitate redevelopment of the Quindaro Plant Site; and

WHEREAS, the proposed Option Purchase Agreement, attached as Exhibit A, addresses the environmental needs of the property, proposes a redevelopment plan for the Quindaro Plant Site, and clarifies the areas of the property that will be transferred; and

WHEREAS, the Elected Board of the BPU through resolution 5312, attached as Exhibit B, requests that the Unified Government approve the Option Purchase Agreement with PT Yardbird LLC, in substantially the same form as attached hereto.

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

1. The County Administrator, or his or her designee, is directed to execute the attached Option Purchase Agreement or a replacement document in substantially the same form.
2. The County Administrator, or his or her designee, is directed to sign all necessary documents to effectuate the intent of said Option Purchase Agreement, and if all of the conditions precedent are met, the final sale documents including the deed.
3. The BPU General Manager or his or her designee is authorized to: negotiate and execute the Agreement for Easements and Owner Easements, Comments Concerning the Proposed Project Layout, the Turnkey Remediation Agreement, and all other related documents; approve the Closing Date, approve title commitments, environmental-related items and, if needed, property subdivision; and cooperate with Developer in obtaining third-party consents.

Tyrone A. Garnder, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to form:

Acting Chief Counsel



Report to
Planning & Zoning / Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Research
AGENDA ITEM #12.1.		
PRESENTATION: RESULTS OF THE 2025 COMMUNITY SURVEY (MOVE FROM ADMINISTRATOR'S AGENDA AND ADDED TO MAYOR'S AGENDA PER AGENDA UPDATE)		
BACKGROUND		
Presentation by ETC Institute to present findings of the 2025 community survey.		
<i>For information only</i>		
RECOMMENDATION		
For information only		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
UG 2025 Presentation (UPDATE - 042925) FINAL 050125 Meeting		

Approved by Administrator to add to agenda.

2025 Unified Government Community Survey Findings

Presented by ETC Institute

May 2025

Who We Are

ETC Institute is the Nation's leading provider of market research for local governments

Since 2012, ETC Institute has surveyed more than 160,000 people in more than 1,200 communities around the world

Our Mission

For more than 40 years, our mission has been to help local governments gather and use survey data to make better decisions

Our Goal

To provide an objective assessment that community leaders can depend on to make data-driven decisions to improve the lives of residents





Agenda

01. Overview
02. Demographics
03. Perceptions
04. Opportunities
05. Additional Findings
06. Summary
07. Questions

2025 Survey Overview

Purpose

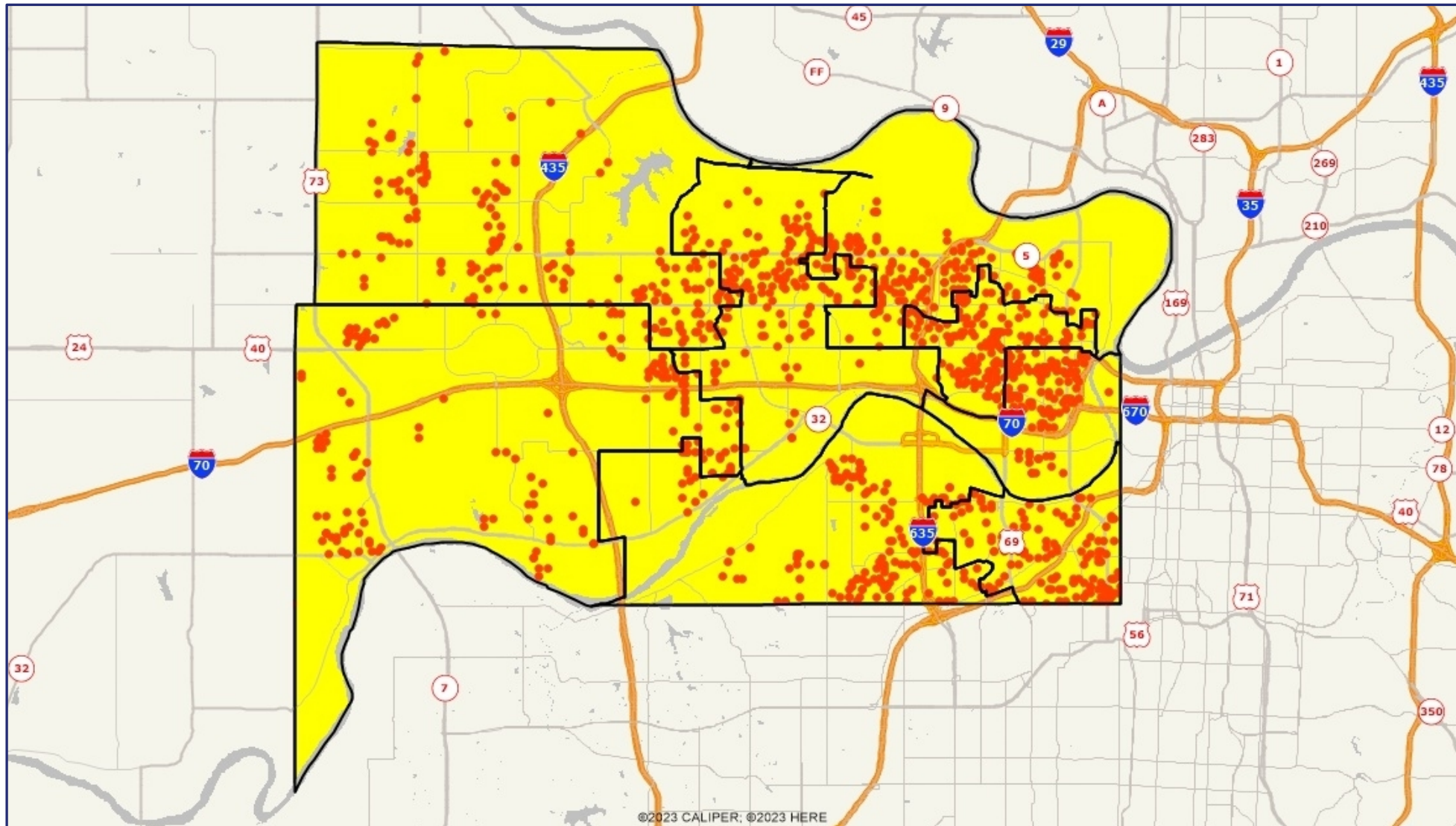
- To help the UG of Wyandotte County/Kansas City, Kansas plan for the future
- To objectively assess satisfaction with the delivery of services and programs
- To gather input from residents to help County leaders set priorities
- To track the County's performance against other communities

Methodology

- Administered by mail, phone, and online with follow-ups by text, email, and social media to the random sample of residential addresses in Wyandotte County tracked by Commission District to ensure at least 150 surveys per District
- Sample designed to ensure results are statistically valid and representative
- 1,260 completed surveys were collected, MOE: +/-2.8 at 95% level of confidence
 - City Survey: 631, MOE: +/-3.9 at 95% level of confidence
 - County Survey: 629, MOE: +/-3.9 at 95% level of confidence

Location of Survey Respondents

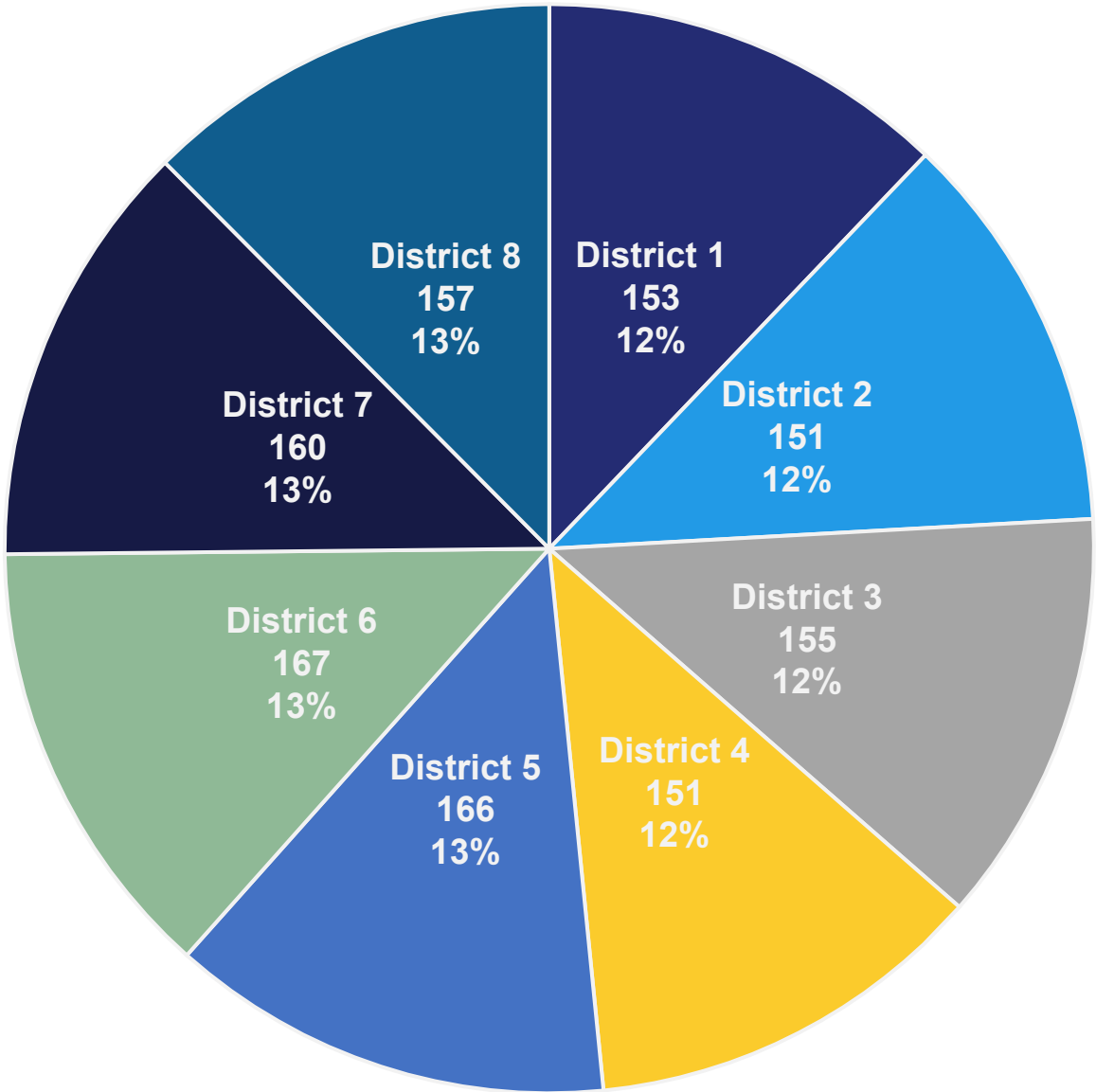
(Boundaries by Commission District)



Commission District Representation

A goal of 150 total surveys within each Commission District was set to ensure the equal distribution of responses (75 from UG-Specific Survey and 75 from KCK-Specific Survey)

Responses by District



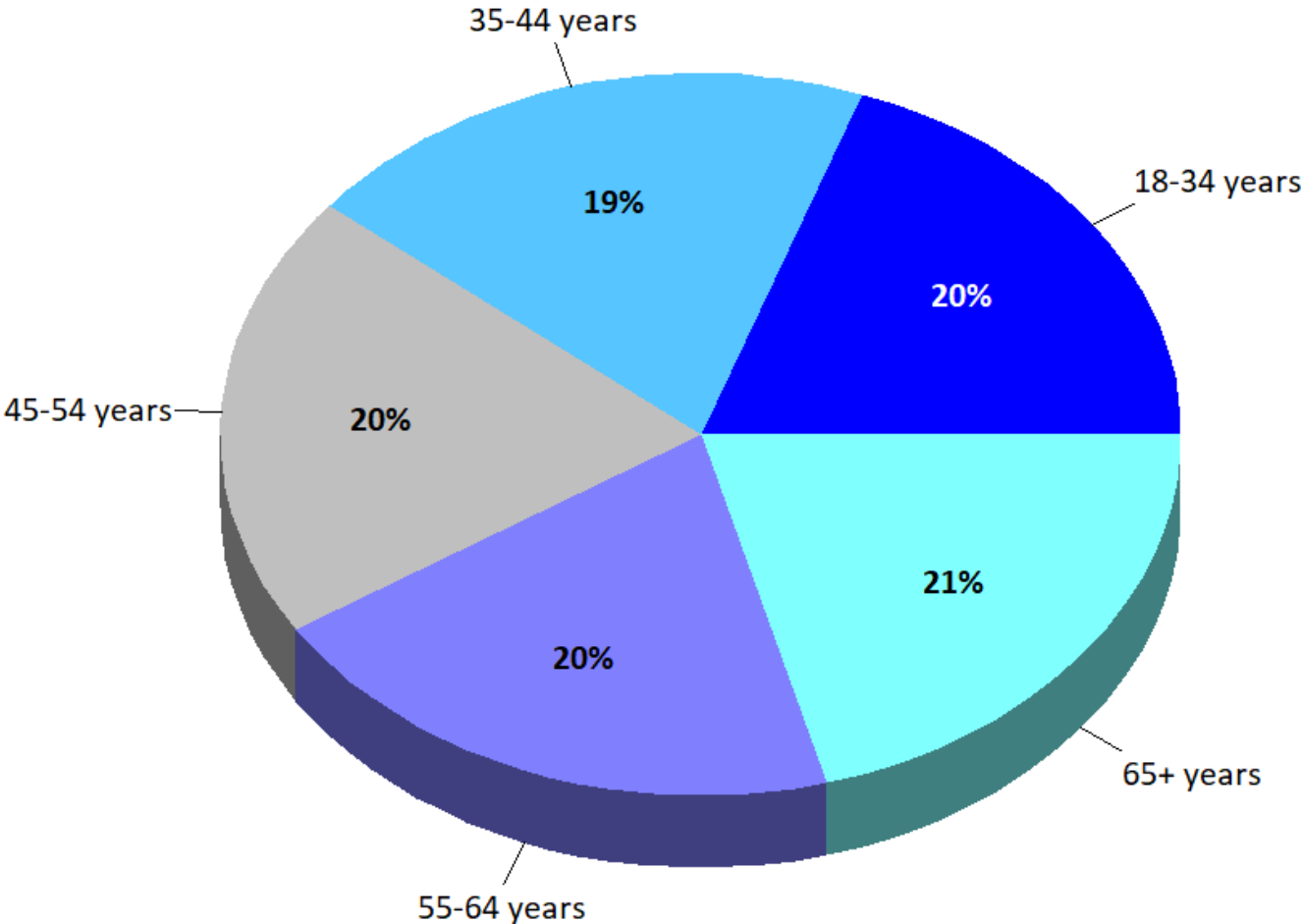
Age of Respondent

Good representation by age of the respondents

Q4. Age of Respondent

by percentage of respondents (excluding "not provided")

Combined County and City Responses



Ages of Household Members

Good representation by ages of household members compared to Census

All values are well within the margin of error for both surveys

Q5. Household Age Composition (Combined County and City Responses)			
Category	2025 Survey	US Census	Difference
Under age 5	6.2%	7.0%	0.8%
Ages 5-9	5.0%	6.9%	1.9%
Ages 10-14	6.4%	8.1%	1.7%
Ages 15-19	6.6%	7.3%	0.7%
Ages 20-24	5.6%	7.4%	1.8%
Ages 25-34	14.3%	13.6%	0.7%
Ages 35-44	14.0%	13.0%	1.0%
Ages 45-54	14.1%	11.8%	2.3%
Ages 55-64	13.5%	10.3%	3.2%
Ages 65-74	8.2%	9.2%	1.0%
Ages 75+	6.0%	5.4%	0.6%

Race and Ethnicity Factors

Good representation by race and ethnicity factors compared to US Census

All values are well within the margin of error for both surveys

Responses add up to more than 100% because respondents could make multiple selections

Q7 and Q8. Race and Ethnicity Factors			
Category	2025 Survey	US Census	Difference
White or Caucasian	66.6%	67.9%	1.3%
Hispanic or Latino Ancestry	34.5%	34.3%	0.2%
Black or African American	21.1%	21.2%	0.1%
Asian or Asian Indian	5.3%	5.5%	0.2%
American Indian or Alaska Native	1.6%	1.5%	0.1%
Native Hawaiian or other Pacific Islander	0.6%	0.4%	0.2%
Other	4.4%	-	-

What to Know

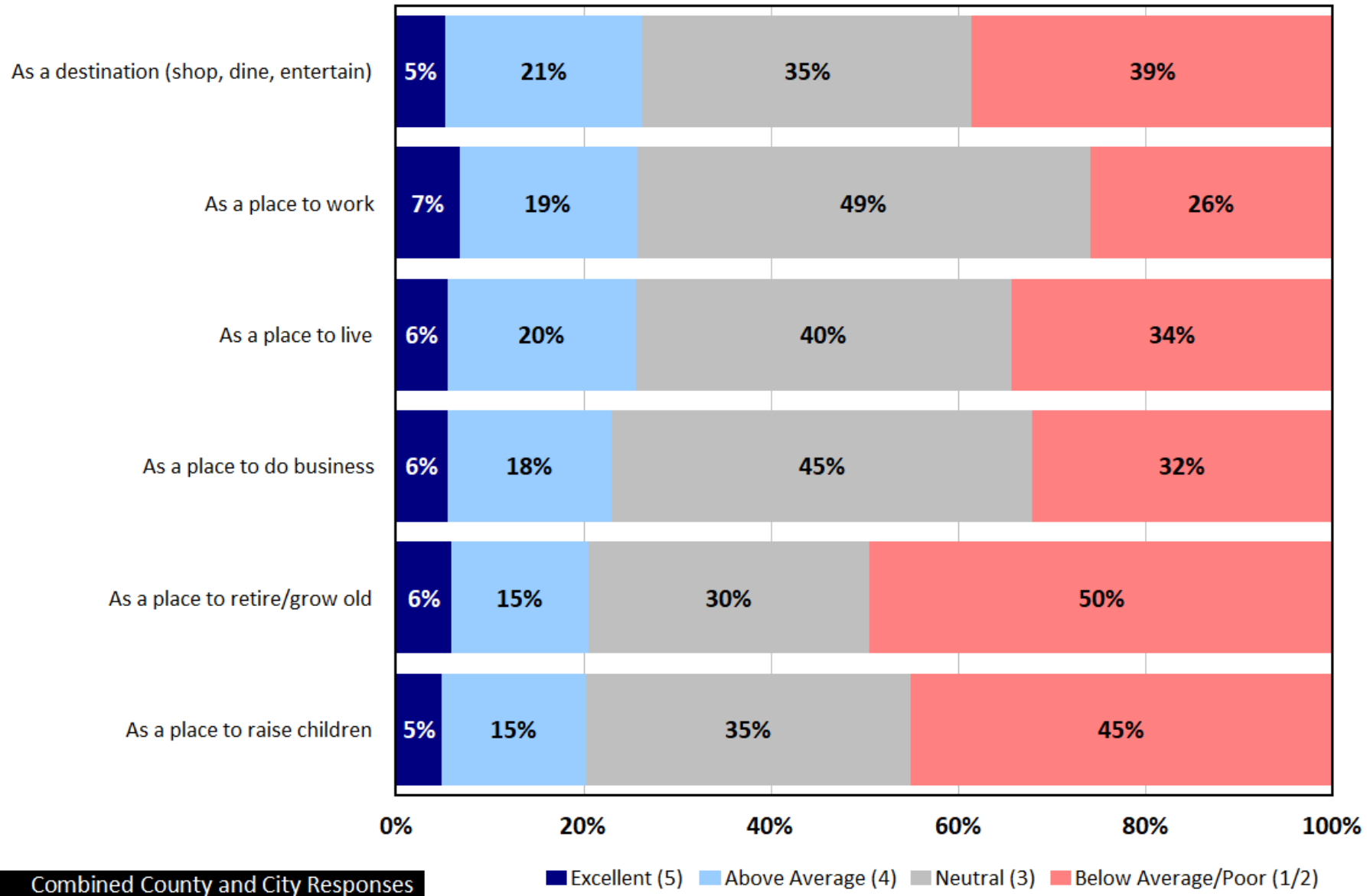
- **Overall results are consistent with past results**
 - Of the 44 areas that were directly comparable to the 2022 survey, 20 saw either an increase in satisfaction or no significant decrease
- **Top priorities in 2025 remain the same**
 - Maintenance of City streets
 - Economic development – new priority not asked previously
 - Property maintenance
 - Police Services
- **Public Safety results remain strong**
 - Responses show positive satisfaction and a desire to continue emphasis

Overall Perceptions

*Overall perceptions of the UG and
the delivery of services*

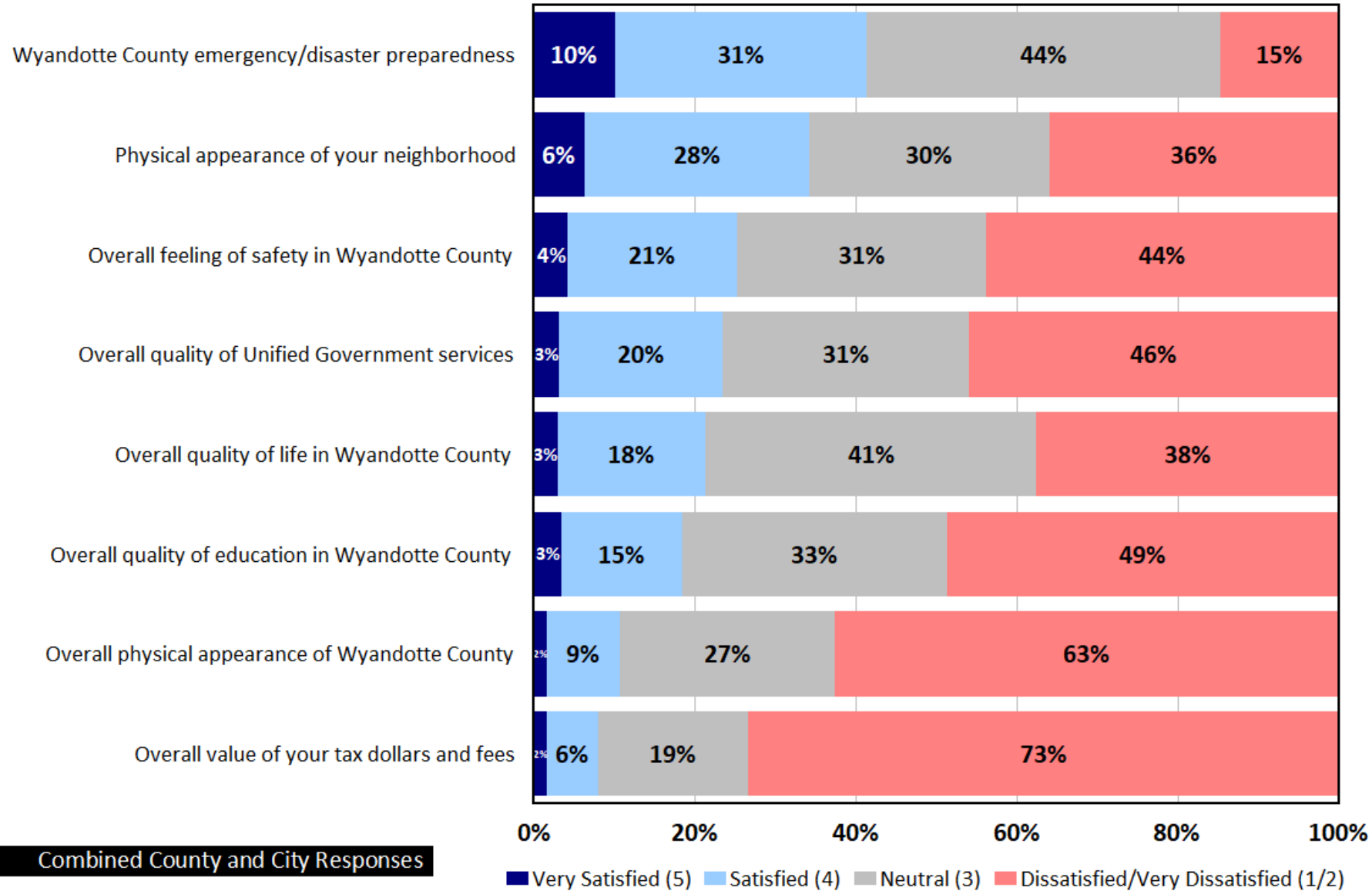
Q13. Please rate Wyandotte County regarding each of the following...

by percentage of respondents (excluding "don't know")



Q14. Community Image. Please rate your satisfaction with each of the following items that may influence your perception of Wyandotte County.

by percentage of respondents (excluding "don't know")



Opportunities

Importance-Satisfaction Analysis was used to determine top priorities based on respondent perceptions

Q17. City Services. Please rate your satisfaction with city services

by percentage of respondents (excluding "don't know")

Importance-Satisfaction Analysis

Accounts for the satisfaction respondents have with various City services and the emphasis they would like to see placed on the service

Areas with higher Importance-Satisfaction Ratings are highlighted with arrows



Property maintenance/code violation enforcement

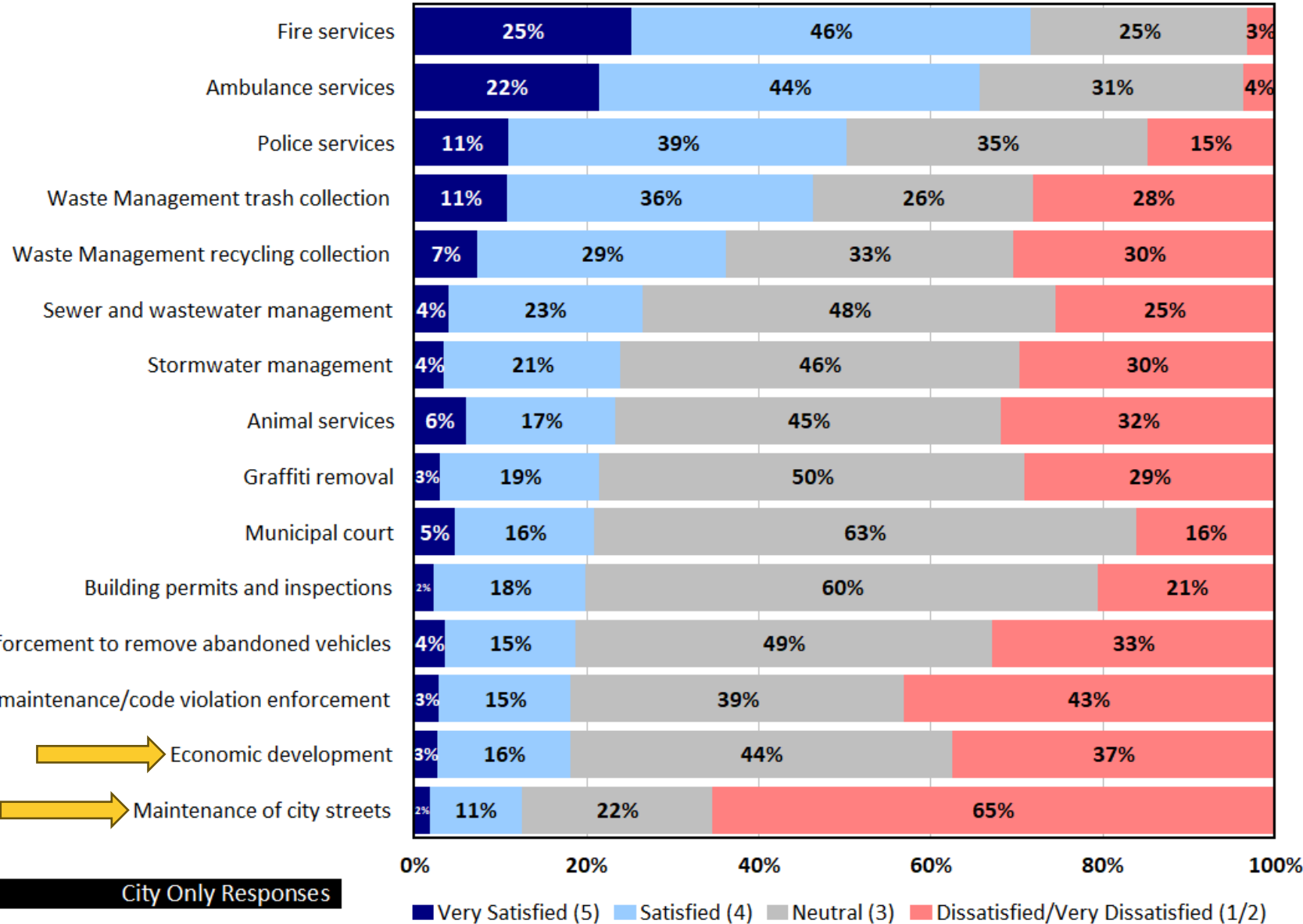


Economic development



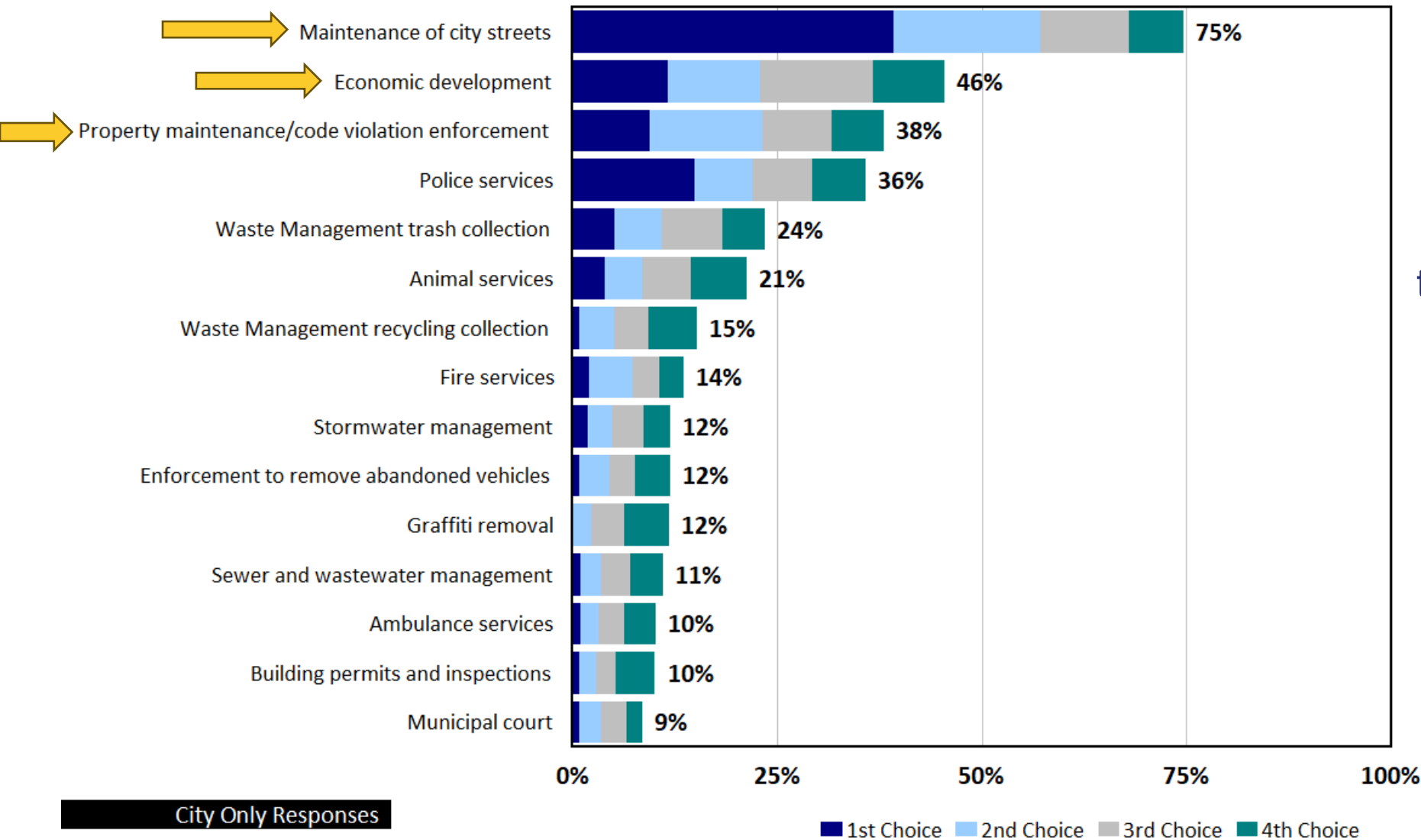
Maintenance of city streets

City Only Responses



Q18. City Services Priorities. Which FOUR of the services should receive the MOST EMPHASIS for improvement over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



Importance-Satisfaction Analysis

The analysis suggests that the UG can maximize overall customer satisfaction by emphasizing improvements in areas where satisfaction was relatively low, and the emphasis ratings are relatively high

2025 Importance-Satisfaction Rating

Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Maintenance of city streets	74.60%	1	12.50%	15	0.6528	1
Economic development	45.50%	2	18.20%	13	0.3722	2
Property maintenance/code violation enforcement	38.00%	3	18.20%	14	0.3108	3
Police services	35.80%	4	50.30%	3	0.1779	4
Animal services	21.20%	6	23.40%	8	0.1624	5
Waste Management trash collection	23.50%	5	46.40%	4	0.1260	6
Waste Management recycling collection	15.20%	7	36.30%	5	0.0968	7
Enforcement to remove abandoned vehicles	11.90%	9	18.70%	12	0.0967	8
Graffiti removal	11.70%	11	21.50%	9	0.0918	9
Stormwater management	11.90%	10	24.00%	7	0.0904	10
Sewer and wastewater management	11.10%	12	26.50%	6	0.0816	11
Building permits and inspections	10.00%	14	19.90%	11	0.0801	12
Municipal court	8.60%	15	20.90%	10	0.0680	13
Fire services	13.60%	8	71.70%	1	0.0385	14
Ambulance services	10.10%	13	65.70%	2	0.0346	15

Q19. Public Safety. Please rate your satisfaction with each public safety service

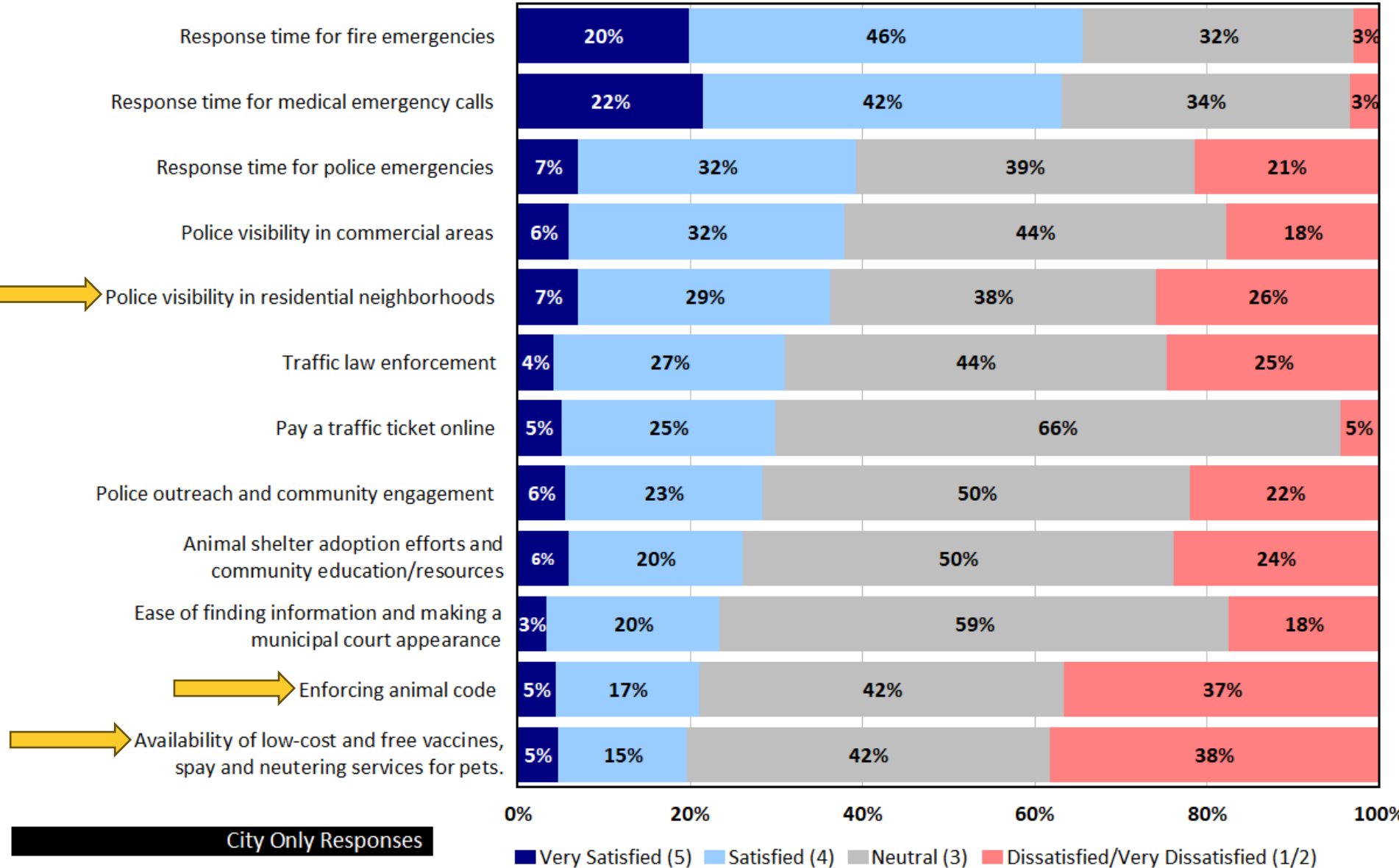
by percentage of respondents (excluding "don't know")

Public Safety

While visibility is a top priority based on the Importance-Satisfaction Analysis

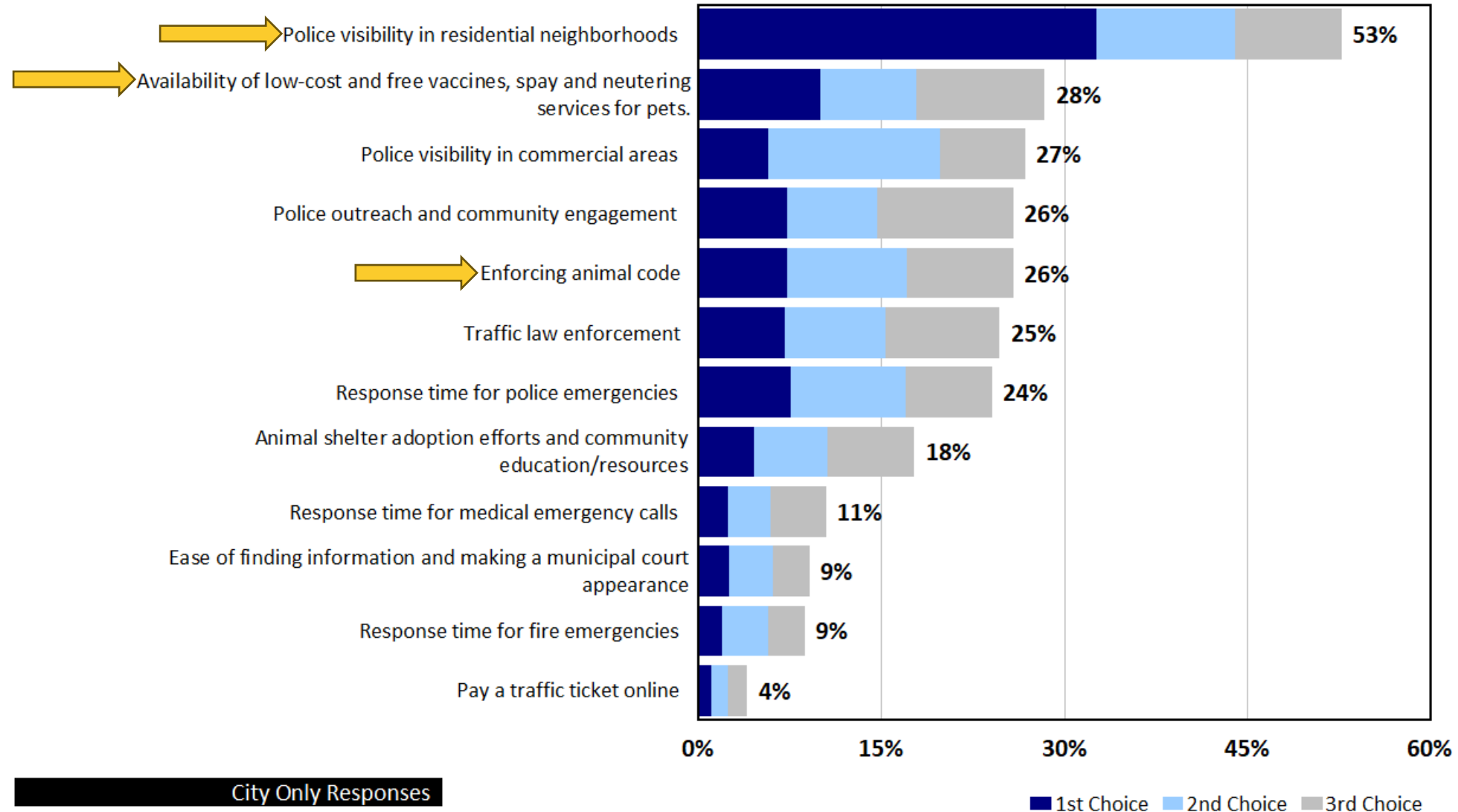


Responses are showing that they are pleased with the service and would like to see a continued effort to maintain that level of service



Q20. Which THREE of the public safety services listed in Question 19 do you think should receive the MOST EMPHASIS over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



2025 Importance-Satisfaction Rating

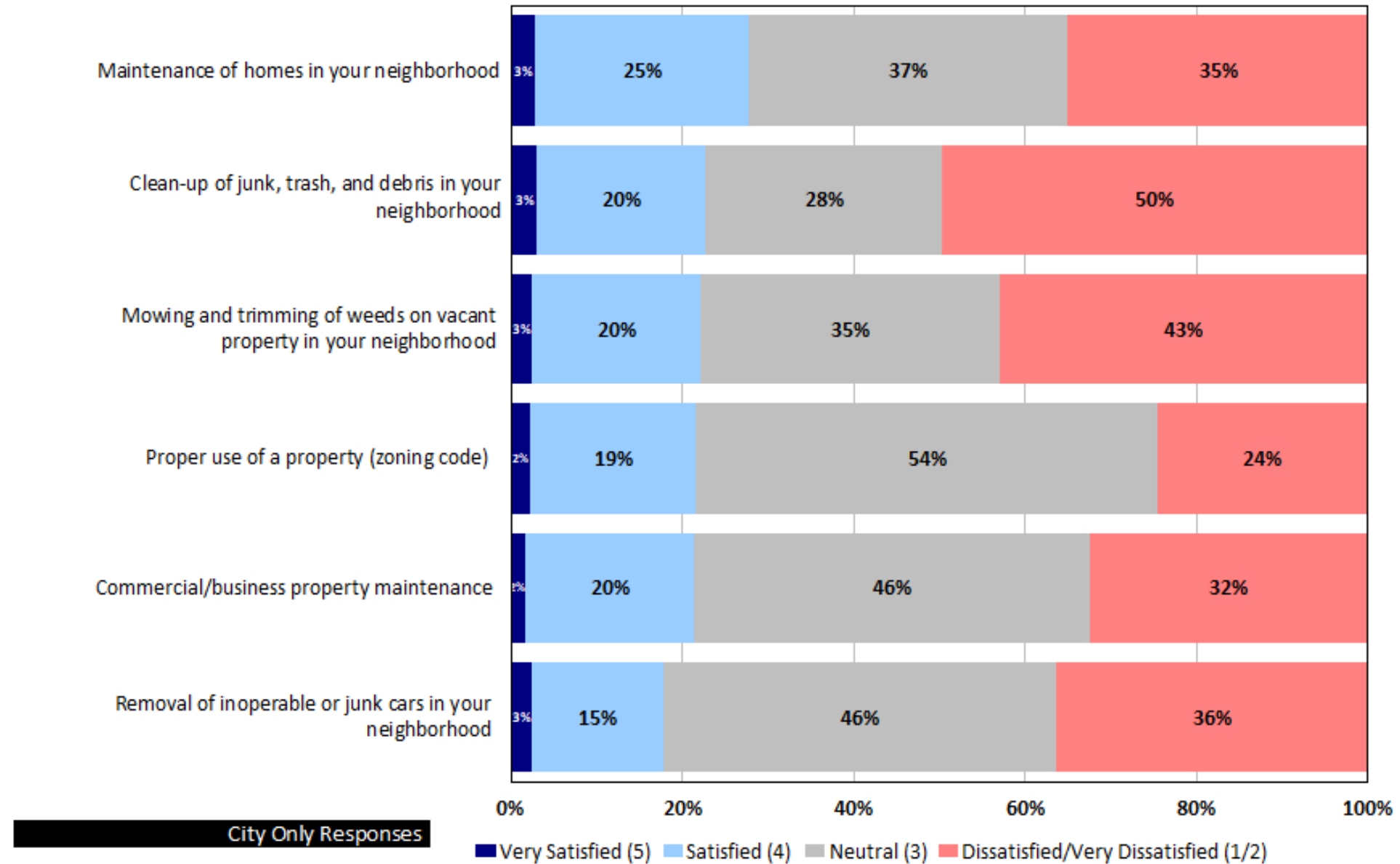
Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Police visibility in residential neighborhoods	52.70%	1	36.30%	5	0.3357	1
Availability of low-cost and free vaccines, spay and neutering services for pets.	28.40%	2	19.70%	12	0.2281	2
Enforcing animal code	25.80%	5	21.10%	11	0.2036	3
Police outreach and community engagement	25.80%	4	28.50%	8	0.1845	4
Traffic law enforcement	24.70%	6	31.10%	6	0.1702	5
Police visibility in commercial areas	26.80%	3	38.00%	4	0.1662	6
Response time for police emergencies	24.10%	7	39.30%	3	0.1463	7
Animal shelter adoption efforts and community education/resources	17.70%	8	26.20%	9	0.1306	8
Ease of finding information and making a municipal court appearance	9.10%	10	23.50%	10	0.0696	9
Response time for medical emergency calls	10.50%	9	63.20%	2	0.0386	10
Response time for fire emergencies	8.70%	11	65.60%	1	0.0299	11
Pay a traffic ticket online	4.00%	12	29.90%	7	0.0280	12

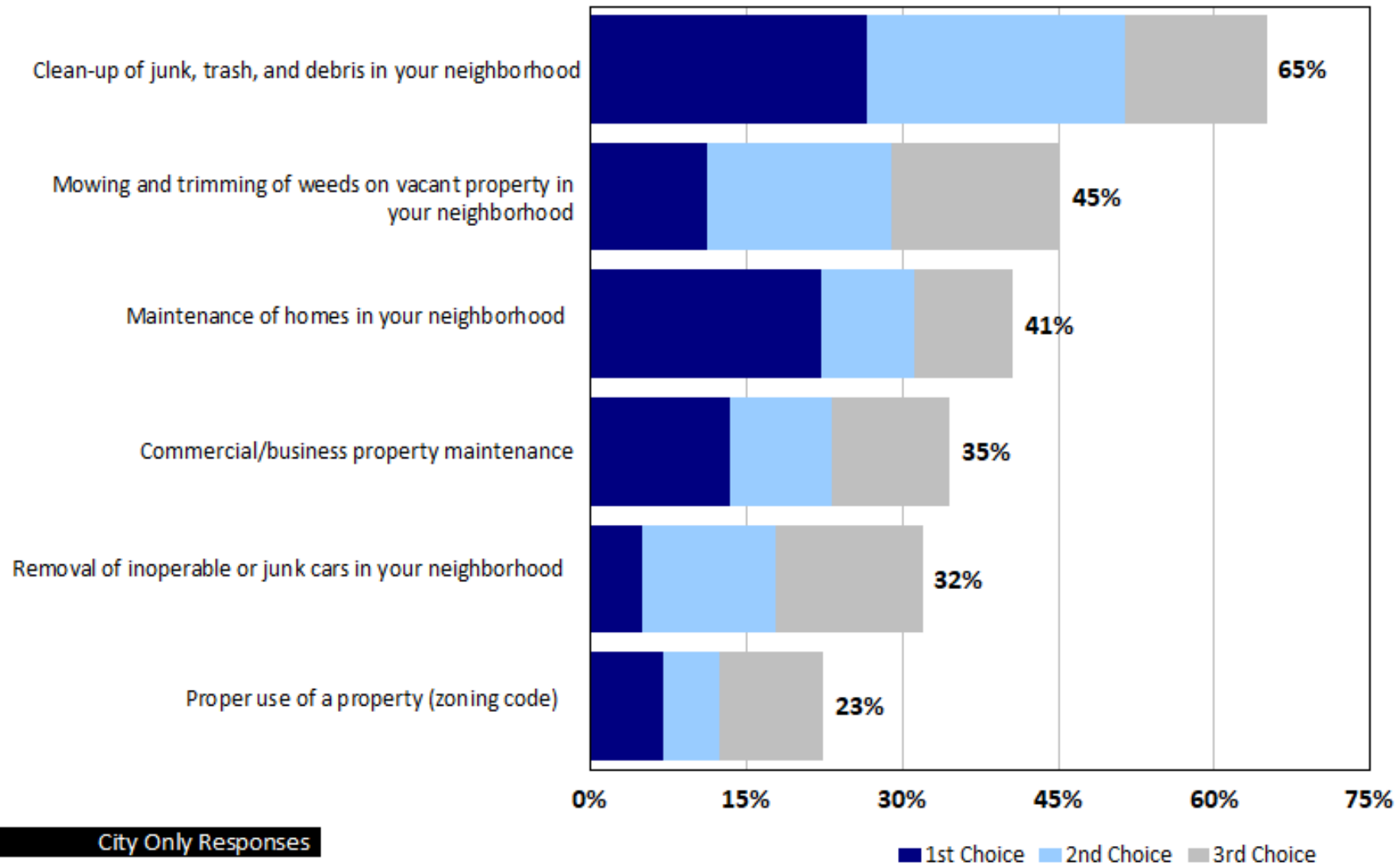
Q22. Property Maintenance. Please rate your satisfaction with enforcement

by percentage of respondents (excluding "don't know")



Q23. Which THREE of the items listed in Question 22 do you think should receive the MOST EMPHASIS over the next TWO years?

by percentage of respondents who selected the item as one of their top three choices



2025 Importance-Satisfaction Rating

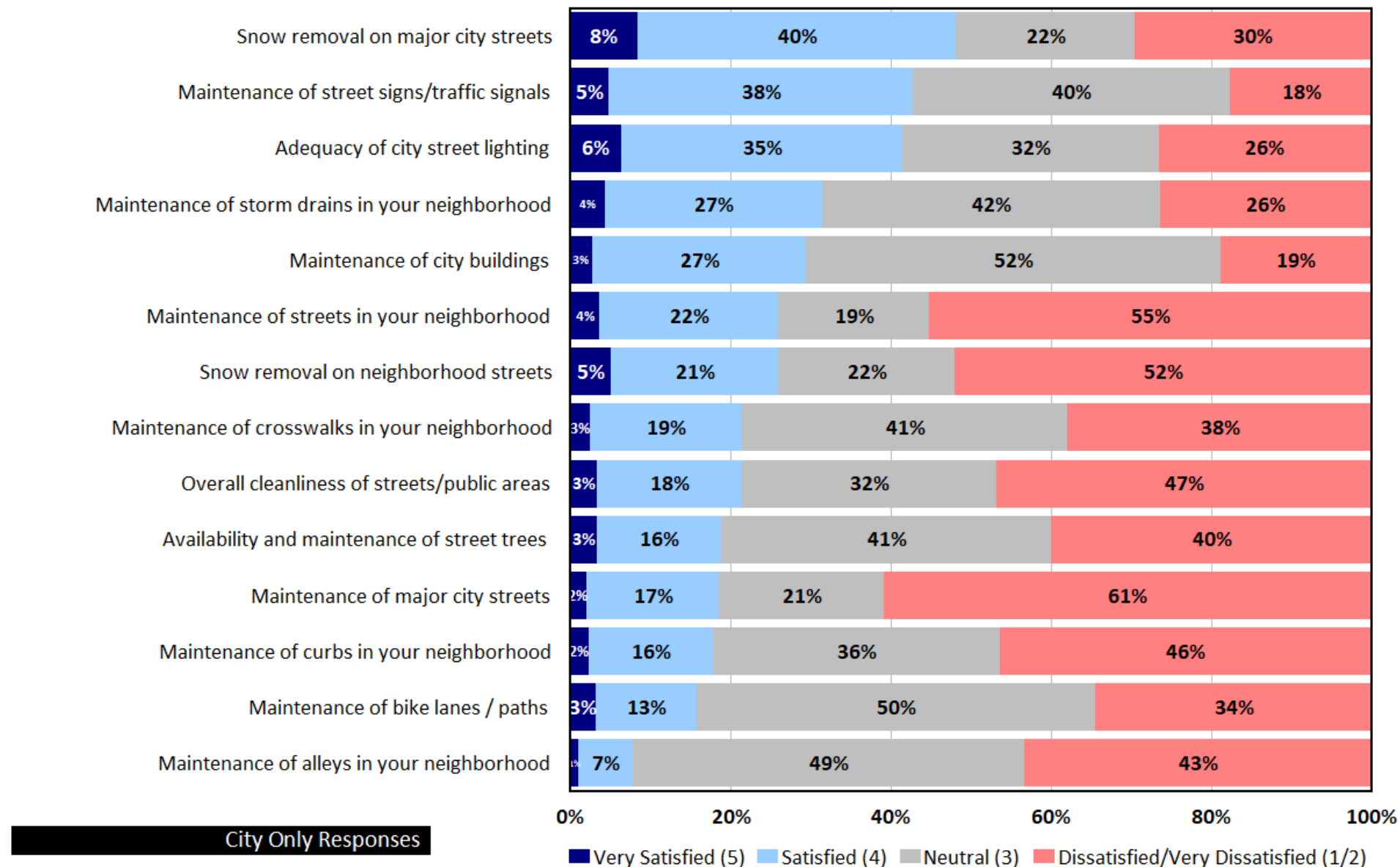
Unified Government of Wyandotte County and Kansas City, KS (UG) -- City Only Responses

Property Maintenance

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Clean-up of junk, trash, and debris in your neighborhood	65.10%	1	22.80%	2	0.5026	1
Mowing and trimming of weeds on vacant property in your neighborhood	45.30%	2	22.20%	3	0.3524	2
Maintenance of homes in your neighborhood	40.70%	3	27.80%	1	0.2939	3
Commercial/business property maintenance	34.60%	4	21.40%	5	0.2720	4
Removal of inoperable or junk cars in your neighborhood	32.00%	5	17.80%	6	0.2630	5
Proper use of a property (zoning code)	22.50%	6	21.70%	4	0.1762	6

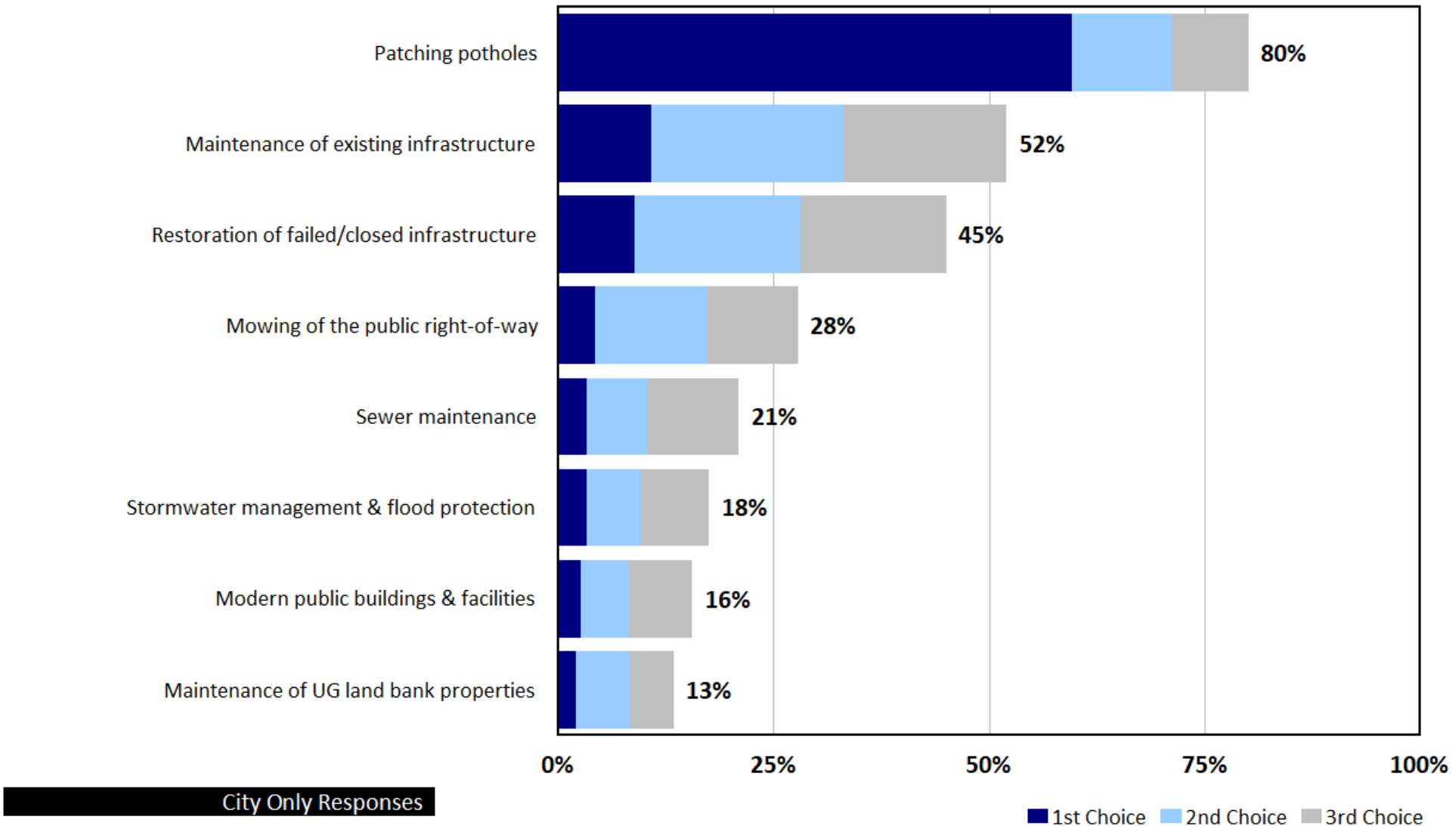
Q25. Streets and Infrastructure. Please rate your satisfaction

by percentage of respondents (excluding "don't know")



Q26. Infrastructure Priorities. Which THREE of the following do you think should be the UG's top priorities over the next year?

by percentage of respondents who selected the item as one of their top three choices



Additional Findings

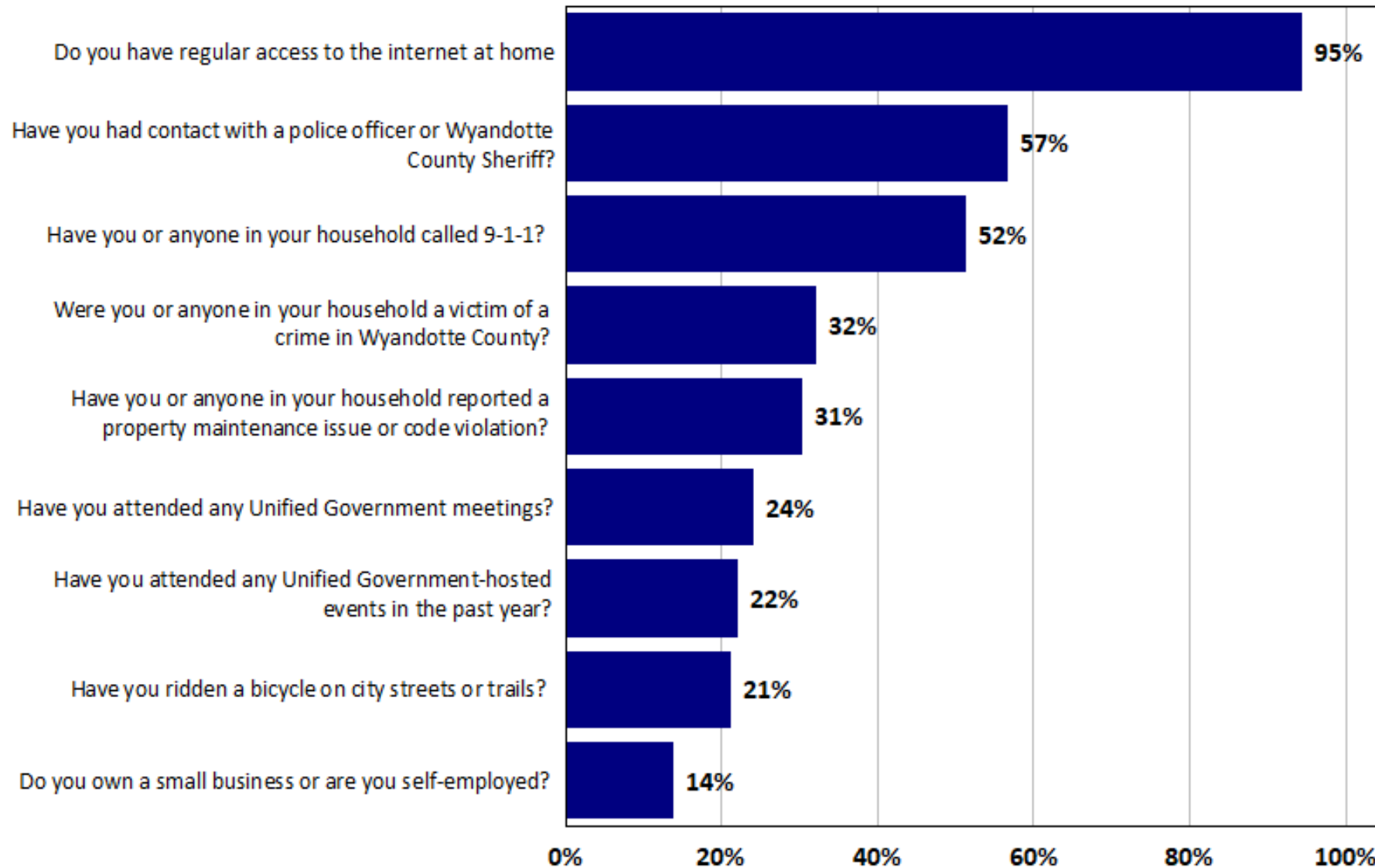
Communication, Customer Service, County-specific Services, and the World Cup

2026

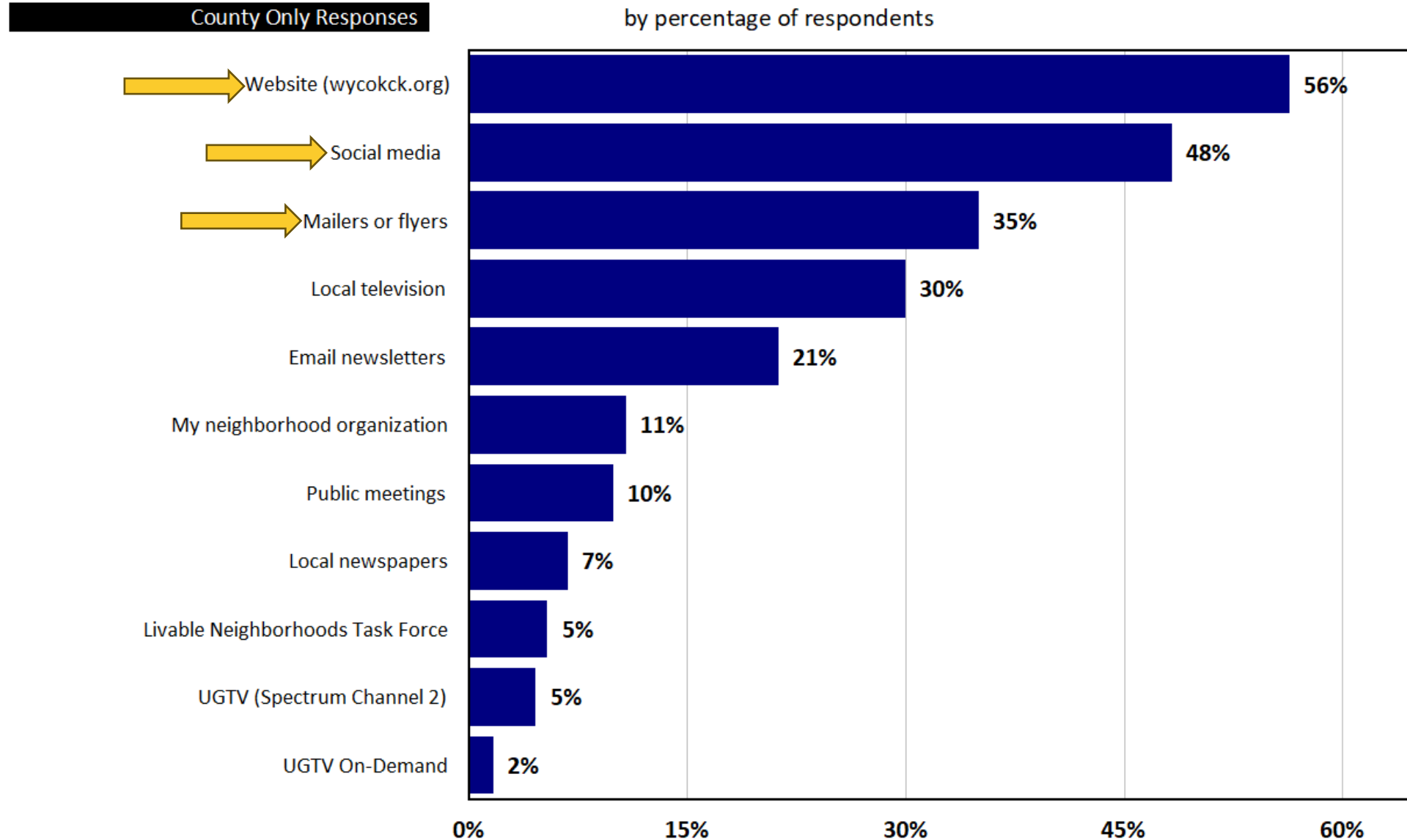
Q16/Q21. Experience in Wyandotte County in the Last Year

by percentage of respondents who answered "Yes" to Q16/Q21 (excluding "not provided")

Combined County and City Responses

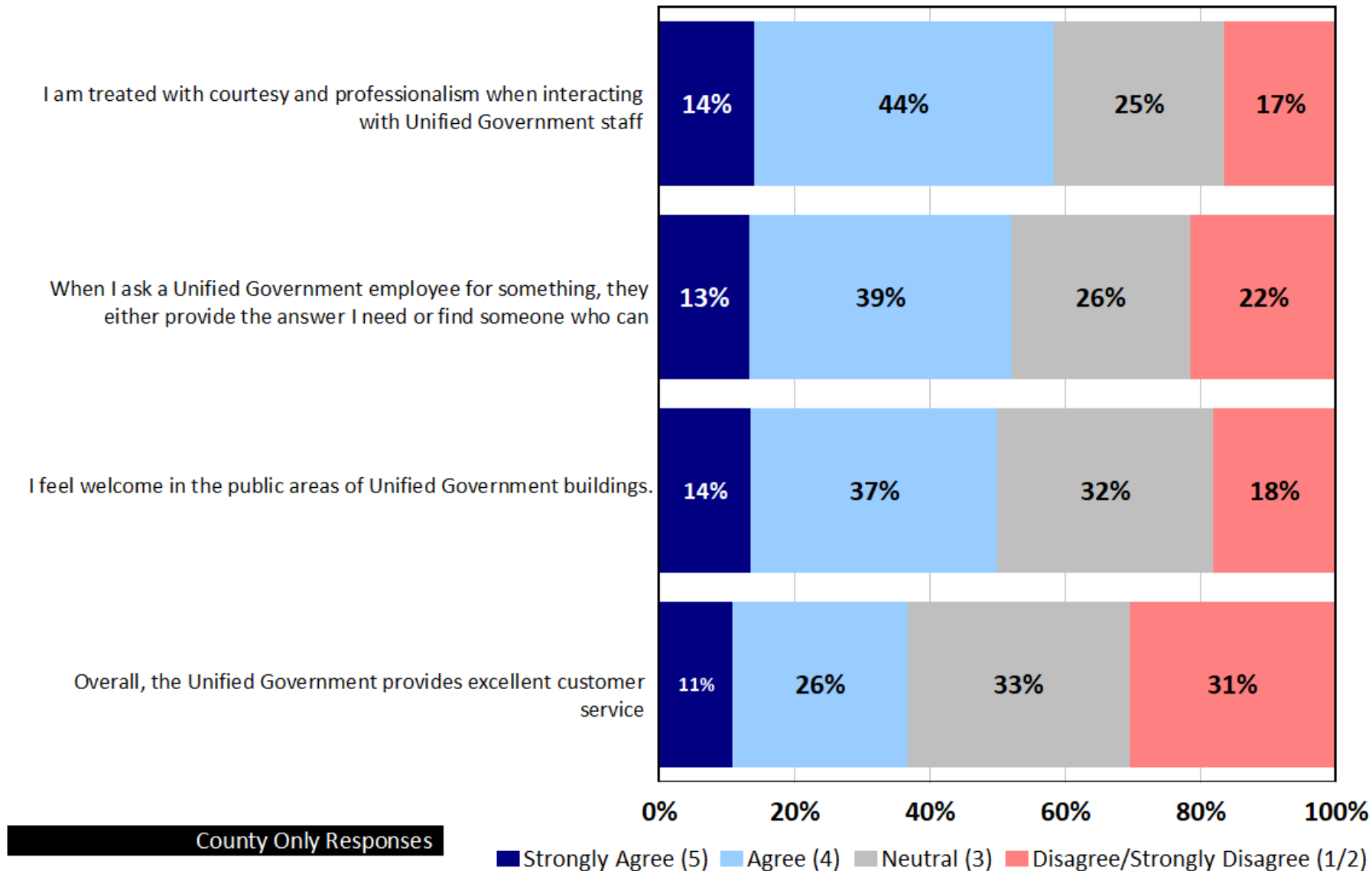


Q16. Where do you find information about Unified Government programs and services?



Q19. Customer Service. Please rate the following statements about UG customer service.

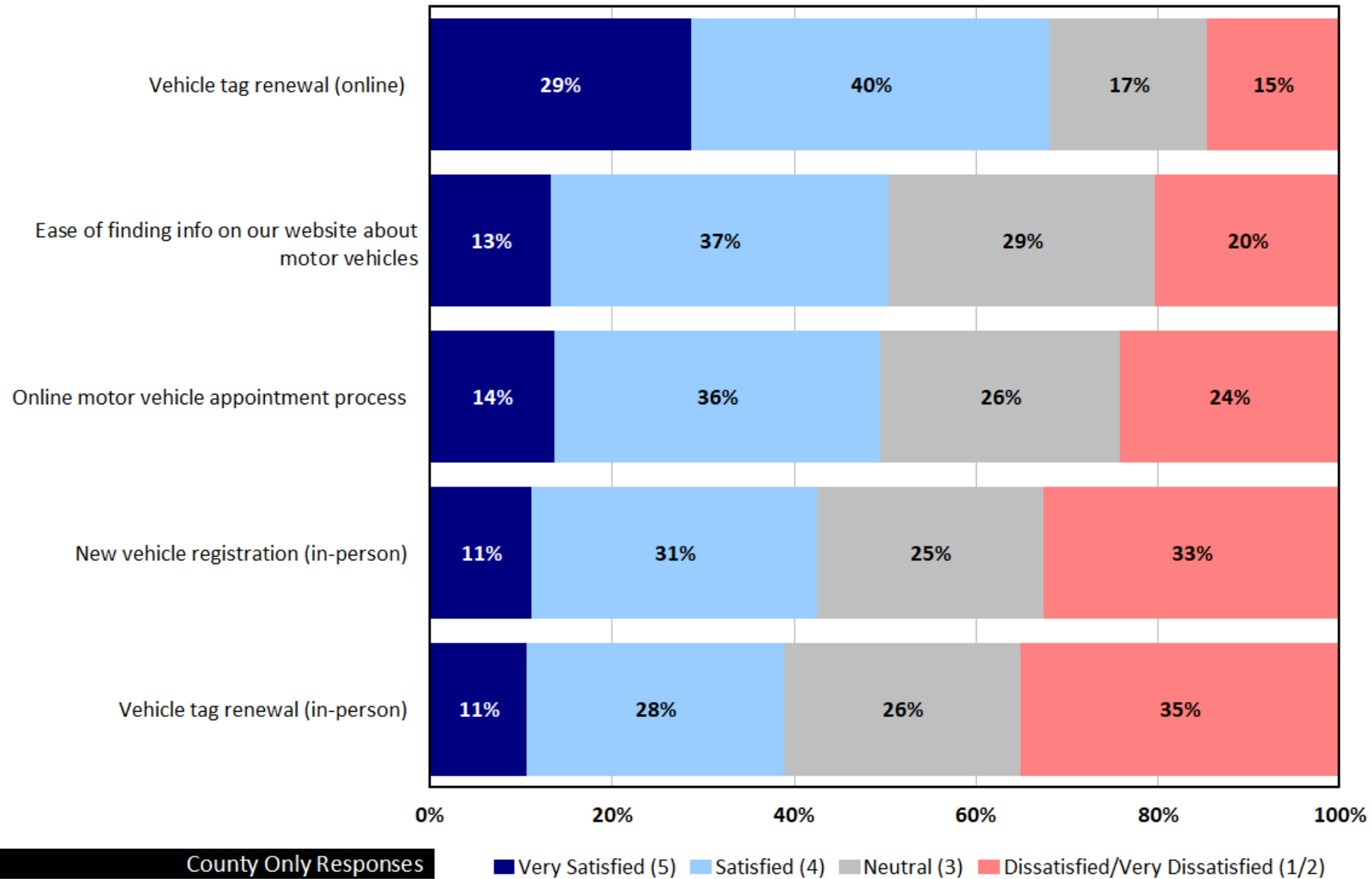
by percentage of respondents who contacted the UG in the past two years (excluding "don't know")



Based on the 63% of respondents who indicated they have contacted the UG in the past two years

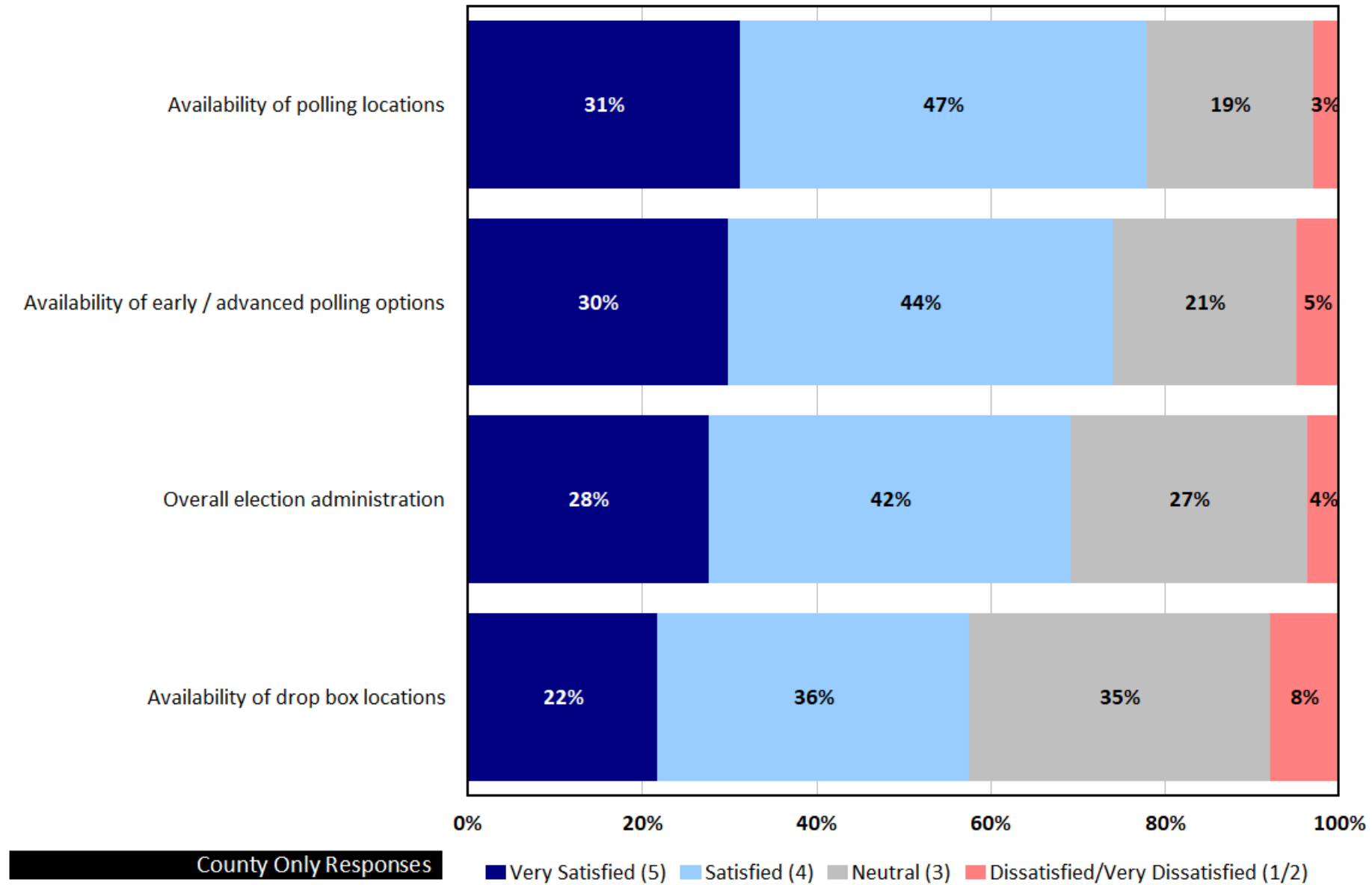
Q23. Motor Vehicles. Please rate your satisfaction with motor vehicle services

by percentage of respondents (excluding "don't know")



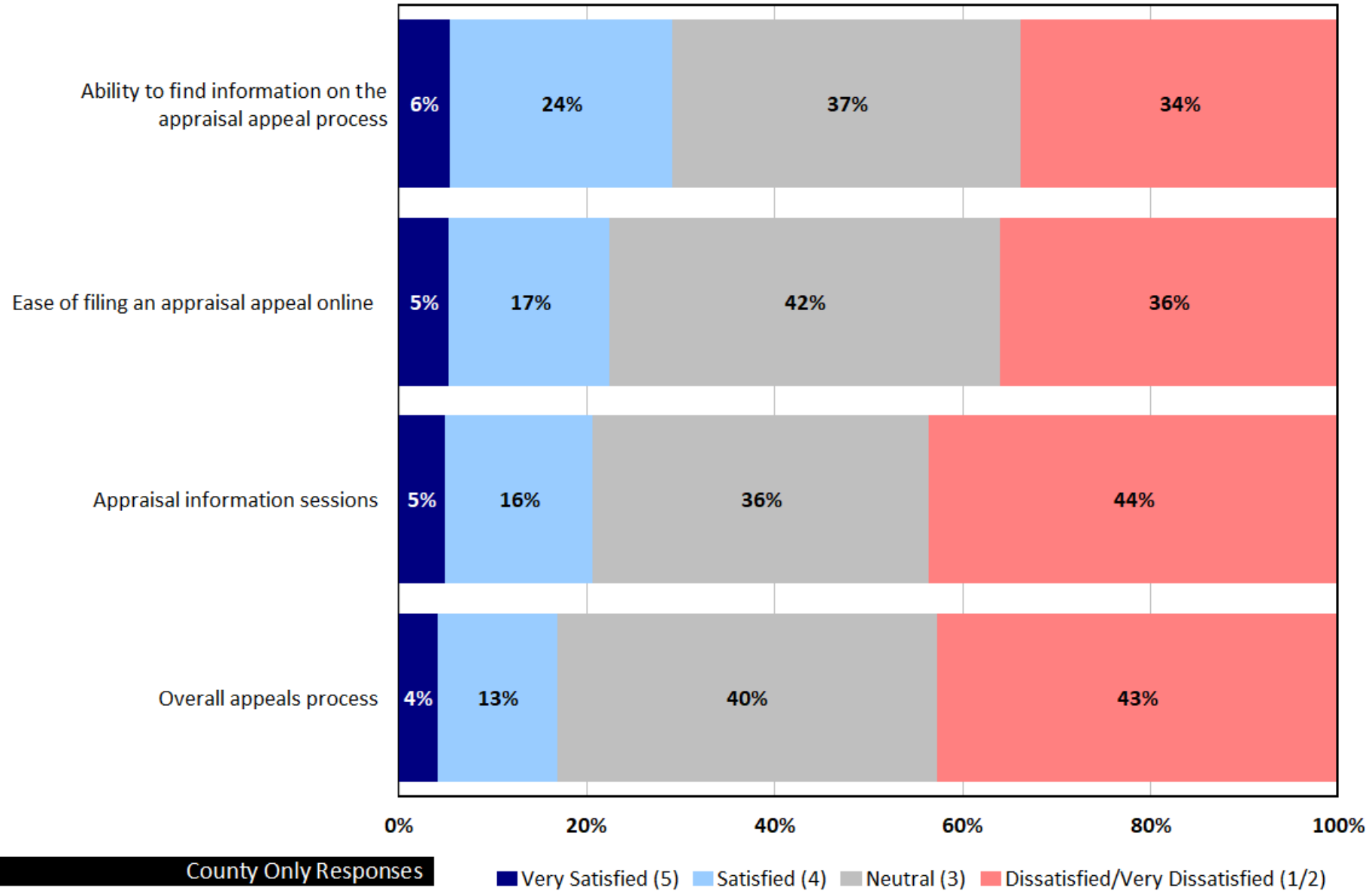
Q24. Elections. Please rate your satisfaction with elections

by percentage of respondents (excluding "don't know")



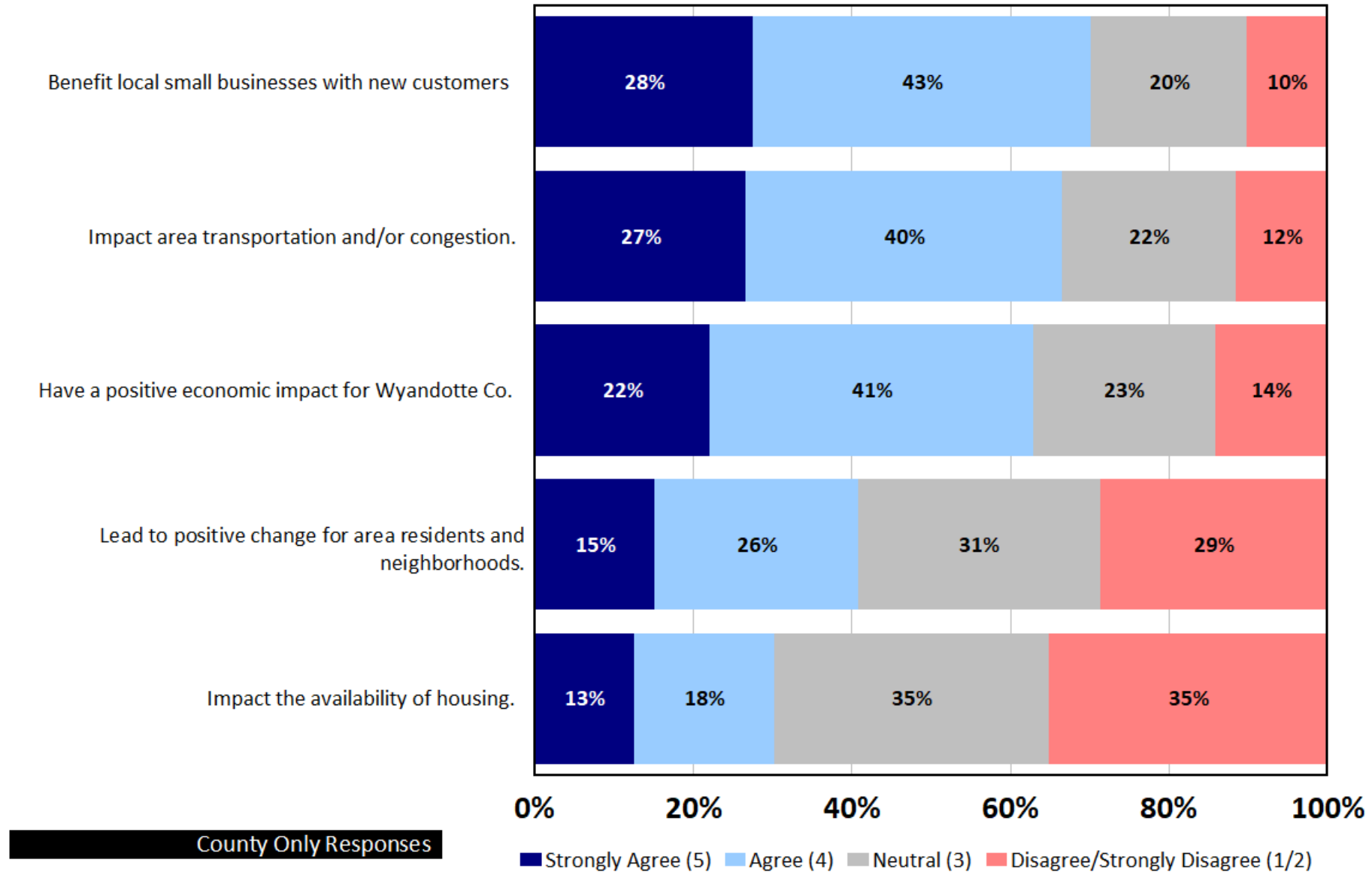
Q25. Property Appraisals. Please rate your satisfaction with property appraisals

by percentage of respondents (excluding "don't know")



Q26. World Cup 2026. The World Cup 2026 games will...

by percentage of respondents (excluding "don't know")



Summary

- The 2025 results remain consistent with past years
- Results for public safety and parks and recreation remain high
- Respondents showed positive ratings for major County services such as elections, motor vehicles, and appraisals
- Top priorities in 2025 remain the same except for economic development which was new for 2025

Questions?

Thank you!

Get In Touch



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