STATE OF KANSAS) PLANNING & ZONING AND
WYANDOTTE COUNTY)) SS REGULAR SESSION
CITY OF KANSAS CITY, KS) THURSDAY, JANUARY 5, 2017

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, January 5, 2017, with eleven members present: Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Holland, Mayor/CEO, presiding. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Joe Connor and Melissa Mundt, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Assistant Finance Director; Maureen Mahoney, Assistant to the Mayor/Chief of Staff; Rob Richardson, Director of Planning; Chris Slaughter, Land Bank Manager; Charles Brockman, Management Analyst, Economic Development; John Paul Jones, Fire Chief; and Major Henry Horn, Sergeant-at-Arms.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Holland.

INVOCATION was given by Reverend Cynthia Smart, Mason Memorial United Methodist Church

Mayor Holland said before I ask for revisions to the agenda I do want to announce that anyone who is interested in addressing the Commission on the public hearing regarding the Fire Department Local #64 labor contract and the fact finder's report, we ask that you please sign up at the tables located at the chamber doors. If you've not yet signed up on your way in, please make your way over there so we can do it. We will be calling from that list, from the sign-up sheets. We ask you to please be sure to sign up. The Clerk will then announce who's speaking and in what order for you to come forward.

I'll recognize Joe Vaught is here, former commissioner, thank you for being in attendance tonight. I don't think we have any other electeds or former electeds here.

Mayor Holland asked I'll ask the Clerk if there are any revisions to the agenda. There were no revisions.

Mayor Holland said this evening we're going to conduct our business in a little different order as noted on the Agenda. We will begin with the Land Bank Board of Trustees' Consent Agenda, followed by the Planning and Zoning portion, concluded with our regular Agenda.

This is a New Year's gift to Chris Slaughter, a never before experienced luxury of going at the beginning of the meeting.

Mayor Holland said at this time we will recess as the Board of Commissioners and convene as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

ITEM NO. 1 – 16915…LAND BANK BUSINESS

SYNOPSIS: A communication requesting consideration of the following Land Bank business, submitted by Charles Brockman, Economic Development.

Applications
2110 N. 5th St. - Steven McCord, yard extension
369 S. Baltimore St. - Amy Three S LLC, yard extension
1609 R Rosedale Dr. - Jeffrey Lysinger, yard extension
1228 Springhorn Rd. - Jeffrey Lysinger, yard extension

Transfers to Land Bank
1420 Tauromee - from the Unified Government of WYCO/KCK
3081 Cissna St. - from the Unified Government of WYCO/KCK
3006 N. 9th St. - from the Unified Government of WYCO/KCK

2514 N. 91st St. - from the Unified Government of WYCO/KCK
2745 N. 91st St. - from the Unified Government of WYCO/KCK

Transfer from Land Bank
3006 N. 9th St. to USD 500 for preservation of a retaining wall next to Fairfax School

Donation To Land Bank
1920 S. 38th St. - from Jay Clay

On December 12, 2016, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Walker, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Mayor Holland said we have items before us on the Consent Agenda. Is there anyone in attendance tonight, or on the Commission or staff, who would like to remove an item from the Consent Agenda. Let the record show no one is moving forward to remove an item. It is properly before us.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve**. Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

Mayor Holland said that concludes the Land Bank Board of Trustees. We will now reconvene as the Board of Commissioners.

Mayor Holland said as we reconvene I will ask Commissioner Murguia to introduce some guests she has with her tonight.

Commissioner Murguia said I have two guests with me tonight, Paige Bangerter and Kaitlyn. Kaityln, could you please stand.

Both these young ladies are students. Kaitlyn is a student at Kansas State University. She's a senior, correct Kaitlyn. She's majoring in Economics and Accounting. She spent the day in the urban core in Kansas City, Kansas. We had a great time and now she's spending her evening here with us at the government level. I'm not sure this is as good of a time, but hopefully she's learning a lot.

Paige Bangerter, I serve on the Kansas Board of Regents with her father. She's from Dodge City, Kansas. She's majoring in Political Science and Economic Development, and again spent the day with me in the City learning about urban economic development, has a big interest in that.

I just want to give them a big welcome to Kansas City, Kansas and appreciate all of your interest in what we have going on here.

PLANNING AND ZONING CONSENT AGENDA

Mayor Holland said our first order of business is Planning and Zoning. I'll ask the Clerk to please read the statement that is required by law and then we will go through our Planning and Zoning Consent Agenda. **Carol Godsil, Deputy UG Clerk,** read the statement.

Ms. Godsil asked if any members of the Commission wished to disclose contact with proponents or opponents on any item on the Planning and Zoning Agenda. **Commissioner Bynum** said I have had contact with proponents of SP-2016-97 and SP-2016-98. **Mayor Holland** said I'll disclose that I've had contact with proponents of SP-2016-97 and SP-2016-98 as well.

Ms. Godsil read the items on the Planning and Zoning Consent Agenda.

Mayor Holland asked if any member of the audience or any Commissioner or staff member would like to set any items aside on Planning and Zoning Consent. Any item not set aside will be voted on by a single vote.

Action: **Commissioner Kane made a motion to approve the Planning and Zoning Consent Agenda, seconded by Commissioner McKiernan**. Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

PLANNING AND ZONING CONSENT AGENDA

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 16939…SPECIAL USE PERMIT APPLICATION #SP-2016-57 – CARLOS YUMAN

SYNOPSIS: Special Use Permit for auto sales and repair at 3545 Fairbanks Avenue, submitted by Robin Richardson, Director of Planning. The applicant is seeking a special use permit for an auto sales, repair, and body shop business. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2016-57 for two years, subject to the stipulations:

Urban Planning and Land Use Comments:
1. This business requires 34 parking spaces. Two spaces must be accessible spaces in conformance with the Americans with Disabilities Act (ADA). Parking must occur in individual striped spaces and meet the standards for dimensions of parking areas. A ninety degree pattern, single loaded aisle as shown in the plan requires 60 feet. Parking areas must be paved with concrete or asphalt. Parking must be screened from adjacent streets and alleys by walls, shrubs, trees, or other design elements. Please indicate on the site plan how the site will accommodate the required parking and landscaping.

Sec. 27-593(b)(19)(a) Repurposing of structure(s) for used car/truck lots or light automotive service and maintenance.

1. Upgrade parking, including striping and/or resurfacing of parking lots, if deemed necessary by staff.

Sec. 27-467(e). – Parking Standards. Uses in this district require paved off-street parking at a ratio of not less than four spaces per 1,000 square feet of floor area in the building.

Sec. 27-669. - Dimensions of parking areas.

A. Standard parking stall dimensions shall be not less than nine feet by 18 feet, plus the necessary space for maneuvering into and out of the space. For standard parking lots the minimum cross dimensions shall be as follows:

1. Ninety-degree pattern, single loaded aisle: 44 feet.
2. Ninety-degree pattern, double loaded aisle: 60 feet.
3. Sixty-degree pattern, single loaded aisle: 37 feet with one-way drive.
4. Sixty-degree pattern, double loaded aisle: 57 feet with one-way drive and 60 feet with two-way drive.
5. Forty-five degree pattern, single loaded aisle: 33 feet, with one-way drive.

6. Forty-five degree pattern, double loaded aisle: 49 feet with one-way drive; 52 feet with two-way drive.
7. Parallel space: Nine by 23 feet, each space.

B. If vehicles can overhang wheel stops or curbs on one or both sides of the single or double loaded module, the dimensions set out in subsection (c) of this section can be reduced two feet for each side where vehicles can overhang. Obviously, this is not possible where there are walls, tall curbs, or adjoining parking spaces.

C. In office parking areas with low parking turnover and high user familiarity, 30 percent of the required off-street parking may be designated for small cars and spaces not less than eight feet by 16 feet utilized. Acceptable aisle width, layout of spaces and overall design of the parking area shall be shown on the final development plan.

2. Metal is prohibited as a façade material.

Sec. 27-593(b)(19)(a) Repurposing of structure(s) for used car/truck lots or light automotive service and maintenance.

2. Landscaping, screening, and façade improvements to meet commercial design guidelines.

Sec. 27-593(b)(19)(c) Facade, Landscaping and Screening

2. For existing structures:

i. Such modifications as:

A. Restoring original brick.

B. Any necessary repair of the facade.

C. New doors or windows if existing fixtures are in disrepair.

D. Substantial effort beyond simply painting the building is necessary. Brick structures must be cleaned, paint removed and tuck-pointed.

E. For non-brick buildings, in addition to paint, additional architectural embellishments such as a brick wainscot may be required.

Sec. 27-576(e) Building Materials

2. Exterior building materials shall not include the following:
   a. Split shakes, rough sawn, or board and batten wood
   b. Vinyl siding
   c. Smooth-faced grey concrete block, painted or stained concrete block, tilt-up concrete panels
   d. Field painted or prefinished corrugated metal siding
   e. Standard single-tee or double-tee concrete systems; or
   f. EIFS at the ground level or comprising more than 15% of any facade.

3. Exterior building material must be continued down to within nine inches of finished grade on any elevation. Exterior masonry materials must be continued to the top of grade.

4. All building facades shall be at least 50% masonry. Cementious siding may be used to meet 50% of the total masonry requirement.

3. All trash receptacles must be enclosed with a screening wall or fence constructed of the same materials as the primary structure.

Sec. 27-575(g)(3) - All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.

4. Eight trees are required to meet landscaping standards. All land that is not covered by buildings or otherwise surfaced shall be brought to a finished grade and landscaped. Please show landscaping on the site plan or prepare a separate landscape plan.

Sec. 27-466(g) Landscaping and screening. A reasonable amount of landscaping is required on all projects in this district, all to be depicted on a property prepared plan. Trees are required to be provided at not less than one per 7,000 square feet of site area. Six-foot high architectural screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property. For additional standards and information, see Division 10 of this article.

Sec. 27-577(a)(5) Landscaping shall exceed the typical code requirements by at least 75%.

Public Works Comments:
1. Items that require plan revision or additional documentation before engineering can recommend approval: None.
2. Items that are conditions of approval (stipulations): Provide a site plan that includes engineering and landscaping improvement details and parking plans. Construction plans shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-57 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 16935…SPECIAL USE PERMIT APPLICATION #SP-2016-83 – JOSE SOLIS-BERNAL

SYNOPSIS: Renewal of a Special Use Permit (#SP-2014-38) for two horses, two goats and ten chickens at 3614 Sortor Drive, submitted by Robin Richardson, Director of Planning. The applicant is requesting to continue to keep two horses, ten chickens and two goats on 1.91 acres located at 3614 Sortor Drive. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit #SP-2016-83 for two years, subject to:

Urban Planning and Land Use Comments:

1. How did you acquire the horses and chickens?

Applicant Response: Mr. Solis informs me that he purchased both the horses and chickens from their previous owners. However, many of the chickens are the offspring of the two hens and the rooster which were previously purchased.

2. How will you dispose of waste from the animals?

Applicant Response: The waste, mainly from the horses, is gathered up and placed in a container with a lip. Once a week a local farmer comes and picks up the waste which he uses as fertilizer on his property.

A. How often?

Applicant Response: It is gathered up daily and pick up weekly.

B. Where will it be disposed?

Applicant Response: The farm is located in Tonganoxie, Kansas in Leavenworth County, Kansas.

C. How will you ensure that manure will not runoff onto your neighbor's property?

Applicant Response: Mr. Solis owns the adjacent property, but since the waste is picked up daily, run off will not be an issue.

3. How will you bring feed onto the property?

Applicant Response: Feed is brought onto the property in a truck and delivered to the animals in buckets.

A. What types of feed will you be providing to each animal?

Applicant Response: Mr. Solis informs me that he buys the feed from a pet store. He buys feed that is made for horses and chickens.

B. How often?

Applicant Response: The feed is brought as needed.

C. Will it be picked up or delivered?

Applicant Response: Mr. Solis picks up the feed from the pet store.

4. How and where will you be providing water?

Applicant Response: Water is provided to the animals by a system of water hoses which are ran to the housing structures from Mr. Solis's house.

5. Is the entire property fenced or is there a small area where the horses are kept on the property?
Applicant Response: The entire property is not fenced but most of the property is fenced off. However, the horses are kept in a small structure on the property.

6. Your previous application indicated you were applying for two horses, ten chickens and two goats. Based on the pictures you have submitted, it is clear there are at least 14 chickens and four goats on the property. Staff is unaware of any expansion to the previous SUP.
Applicant Response: As so often in life and nature chickens and goats have a way of producing more chickens and goats. However, the goats have been sold and one of them eaten by the family. The same holds true for the chickens, there may be 14 chickens today but only eight or nine chickens next week. It all depends on how many of the chickens are eaten, die or are born.

7. How many and what type of animals do you have on your property?
Applicant Response: Two horses and ten chickens.

8. Do you plan on expanding the amount of animals even further?
Applicant Response: No.

9. Based on the images it appears as though there are roosters present on the property, is this true?
Applicant Response: Yes, the fresh eggs are consumed by the family.
Staff Response: Roosters are not allowed and all existing roosters must be removed from the property.

10. Applicant must make contact with the Animal Control and Code Inspection Departments and schedule an inspection of the property. These Departments must sign off on the property before Planning Staff can approve this application.
Applicant Response: On Tuesday September 27, 2016 both departments came to the property and performed an inspection. My understanding is Animal Control approved the property. However, the position of Code Inspection is that they take no position in the approval or disapproval of the special use permit being renewed.

Public Works Comments: No comments

Staff Conclusion:
The applicant appeared at the November 14, 2016 meeting and the Commission held over the application so the applicant's attorney could be present and for the applicant to submit updated pictures and a clean-up plan for the property. Pictures were submitted on December 8, 2016 and are included in the staff report so the Commission can see the "before and updated" pictures.

Staff recommends approval subject to:

1. The applicant continues the clean-up/maintenance of his property. A written document should be submitted one week prior to the Board of Commissioners meeting outlining the clean-

up that still needs to occur. Semi-annual inspections should be made by Code Enforcement/Animal Control during this renewal period. Progress will be reviewed at the time this application comes in for renewal.

2. The number of animals on the property shall never exceed two horses, ten chickens and two goats.

3. One of the code violations was that there were people living in the RV on the property. This is a violation of the R-1(B) zoning district regulations that require there only be one dwelling unit on the property. There are additional concerns with sanitation and other related matters. Verification from Code Enforcement within 30 days that no one is living in the RV and the applicant understands that no one can live in the RV according to ordinance.

4. The applicant understands that roosters are not allowed on the property and all existing roosters have been removed.

5. Approval is for two years.

6. Any violation of these conditions will result in the special use permit coming before the Board of Commissioners for a revocation hearing.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-83 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 3 – 16940…SPECIAL USE PERMIT APPLICATION #SP-2016-92 – KHALID BANDAY WITH KAM DESIGN

SYNOPS: A Special Use Permit for a vehicle repair and body shop at 744 Kansas Avenue, submitted by Robin Richardson, Director of Planning. The client is requesting a special use permit in order to operate an automotive repair shop on Kansas Avenue, in a primarily industrial area. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit #SP-2016-92 for two years, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, this special use permit shall be valid for two years.

2. The Commercial Design Guidelines requires that trees be planted at least 75% greater than the district requirement. The requirement is one tree per 7,000 square feet of site area; therefore, four trees are required to be planted.

The trees that exist may go towards that total, so please provide the total number of trees currently on the property, and the remaining deficit will be the number that needs to be planted to comply with the Commercial Design Guidelines.

Asphalt in areas to be landscaped must be removed prior to planting to allow tree roots to properly take hold.

3. Please provide photos and elevations of all four sides of the building.

4. Trash enclosure must be made of same material as the primary structure per the Commercial Design Guidelines.

5. Please provide photos of existing lot conditions.

6. In order to have legitimate signage, a sign permit must be filed with the Urban Planning and Land Use Department by a licensed and bonded sign company with the Kansas City, Kansas Business Licensing Department.

7. No displays on the sidewalk, this includes signs, pennants, attention-attracting devices, etc.

8. From John Droppelmann, Acting Fire Marshal: We have never been able to perform a fire inspection at this business—personnel in the business will never allow access to the building for the Fire Inspectors to complete an inspection. Therefore, we are recommending that their Special Use Permit be denied.

No permits or business license shall be obtained without Fire approval.

Public Works Comments: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-92 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 4 – 16941…SPECIAL USE PERMIT APPLICATION #SP-2016-95 – BRANDON HOLLADAY

SYNOPSIS: A Special Use Permit for ten chickens and two goats at 12126 Leavenworth Road, submitted by Robin Richardson, Director of Planning. The applicant wants to keep ten chickens and two goats on 2.98 acres at 12126 Leavenworth Road. The Planning Commission voted 8 to 0 to recommend approval of Special Use Application #SP-2016-95 for two years, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, this application is valid for two years.

2. You have indicated that you will be putting up a fence around the shed where the animals will be housed; what will be the total enclosed space of the fence?
Applicant Response: The shed will have a door on it to enclose the animals during overnight hours that will keep the predators away. The enclosed area will be roughly 7,500 square feet.

3. What is your waste disposal plan/schedule?
Applicant Response: As far as waste goes, when we clean the coop, we usually just throw it away in a trash bag because it's cotton bedding that we use. We intend on spreading the manure of the oats around the yard to use as fertilizer. We seed in the spring, so that should help the grass grow in the bare spots.

4. In the event one or more of your animals got loose, what would your recovery plan be?
Applicant Response: If one of the animals gets loose, we will notify the surrounding neighbors and call Animal Control immediately. These animals will be pets, so we do not intend on losing any of them. My kids would be heartbroken.

5. What kind of food will be provided for the animals and how often will they be fed?
Applicant Response: We feed the chickens feed from the local Animal Crackers store or Feldman's. We plan to do the same with the goats. Occasionally we'll feed them scraps of fruits or veggies from the house.

6. Would you be able to provide immunization records and other related animal health documentation?
Applicant Response: The goats will be under a veterinarian's care. I'll have to talk to the vet about what we need to do to keep the chickens healthy. Whatever documentation we get, we will be more than happy to share.

7. Please provide a general written outline of your plan to prepare your property for the animals as well as the day-to-day caretaking of said animals.
Applicant Response: We will plan on working on the shed around February of 2017. The goats will not be ready until March or April of 2017. The chickens are already on the property.

Conservation District Comments:
1. There is one major soil type that was identified: Sharpsburg silty clay loam, 4 to 8 percent slopes, eroded. This soil type is considered highly erodible when the surface is denuded of a protective cover.

2. The site is mostly seeded but there are a few bare spots that need to have seeding applied.

3. Waste disposal can be a problem. Proper disposal of waste needs to be addressed. A disposal plan is needed. Chicken waste can be quite concentrated and can cause a buildup of nutrients in the soil. Care needs to be taken not to over fertilize the area.

4. No waste should be spread on frozen ground. Proper disposal in the winter needs to be done.

5. The drainageway needs to be fenced out so goats are not in the drainageway. A 30 foot strip needs to be left for the water to flow through. Vegetation can act as a filter. The drainageway can be grazed during dry periods for short periods or it can be mowed.

6. Animals should not be allowed to roam freely in the spring or other times when soil is very wet. Animals compact the soil and destroy the vegetation when the soil is wet. A sacrifice lot is needed to protect the other areas.

Public Works Comments: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-95 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 5 – 16936…SPECIAL USE PERMIT APPLICATION #SP-2016-96 – LOTTIE JEAN MARTIN FOR MRS. LOTTIE P.L.C. DAYCARE LLC

SYNOPSIS: Renewal of a Special Use Permit (#SP-2014-26) for a daycare at 2706 North 18th Street, submitted by Robin Richardson, Director of Planning. The applicant wants to operate a daycare center, a maximum of ten children, within a home that is owned by Mrs. Moses-Martin, but is not inhabited at 2706 North 18th Street. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit #SP-2016-96 for two years, subject to:

Urban Planning and Land Use Comments:

1. The applicant has stated that her hours of operation will be from 7:00 a.m. to 5:30 p.m., Monday through Friday.

2. The applicant has stated that the ages of the children permitted by the State are infants to 11 years old. She intends on having children that are infants to 5 years old.

3. Where will the parents park when they have to drop-off/pick-up their children?
Applicant Response: The parents will be allowed to pick-up/drop-off on North 18th Street in front of the proposed business property location at 2706 North 18th Street, preferably on either side of the street, closest to the sidewalk, or passenger side, and not on the residential street.

4. Are you planning on having any additional employees other than yourself?
Applicant Response: There will not be any employees initially, yet I am anticipating hiring employees within one year's time. Currently, I and my husband, Chester Martin, are trained to provide day care services for our proposed home day care business. I have in place two "backup" family member volunteers who have attained most or all of the state certifications/requirements and/or will complete all training/certification requirements within the next thirty days (May 21 to June 21, 2014).

5. Staff understands that there is a fence enclosing the property, but will there be a playground or any outside apparatus for the children to play with or on?
Applicant Response: The children will have tricycles, bicycles, junior basketball set, sandbox, slide set and a picnic table.

6. Please describe in detail the typical day for you, staff, and the children.
Applicant Response: Please see attached documents #6A (Proposed Activities Plan/Schedule), #6B (Proposed Activities/Curriculum Overview), and #6C (Proposed Supervision Plan). I believe these proposed activities/duties within these documents give in detail a typical day for myself, staff, and the children.

7. This case is for the temporary use of land for commercial purposes and can only be approved for two years.
Applicant Response: It is understood that the land will be used for a temporary period of two years for commercial purposes.

8. This may require the structure to have a fire sprinkler system.
Applicant Response: The property has been inspected by the Fire Marshal and/or City Inspector and has not been deemed for a fire sprinkler system.

9. This structure must be maintained in a residential nature. It cannot be converted to a commercial structure per code.
   1. Per the Business License Department:
      a. If approved, the applicant will need to complete the licensing process for a day care with the State, through the Health Department. They will then also need to register and file the occupation tax application with our office.

Public Works Comments: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-96 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 6 – 16937…SPECIAL USE PERMIT APPLICATION #SP-2016-97 – LINDA SIEMENS FOR CULTIVATE KC

SYNOPSIS: Renewal of a Special Use Permit (#SP-2014-41) for the temporary use of land for storage trailers and a cooler for the market farm training program and community garden at 1900 North 1st Street, submitted by Robin Richardson, Director of Planning. The applicant is requesting renewal of a special use permit to continue the placement of a converted shipping container on the property to be used as a cooler and storage for the produce grown members of the program. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit #SP-2016-97 for two years, subject to:

Urban Planning and Land Use Comments:

1. Staff requested that the applicant give clarification on how the containers will be used.

Response: The containers have been used on the training farm for storage and a walk in cooler since 2008. In December, 2011, a decision was made to stop renting the Mobil-Mini storage units and purchase containers in order to save money for the non-profit organization, Cultivate Kansas City. Used, empty containers were purchased and placed in the same location at the rented containers in January, 2012.

One 8ft. x 20ft container is used for tool storage. One 8ft. x 40ft. container will be remodeled in order to create storage space for seeds, storage space for tomatoes, and a walk-in cooler room for harvest containers. One 8ft. x 40ft. container is used for tractor, rototiller, and mower storage.

Approval would be for two (2) years.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: Explain/clarify: Are any new utilities such as water, electricity, sanitary sewer, etc. required for this special use permit? (i.e.: cooler?)
   Applicant Response: No new utilities are required for the special use permit. Electricity is available from light pole within farm site.

2. Do any amenities proposed require foundations?
   Applicant Response: The containers are temporary buildings and do not require permanent foundations.

3. List what types of supplies are stored on site (i.e.: fertilizers, pesticides, etc.)
   Applicant Response: On-site hand tools, rototillers, mowers, plant row cover, plastic planting containers, plastic harvest containers, backpack sprayers, irrigation supplies, and construction tools. The farm uses organic methods of production. The pesticides we use for insect pest control are less toxic than conventional farming pesticides. These pesticides are stored off site in a locked cabinet in the farm office.

4. Items that are conditions of approval (stipulations): None.

5. Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-97 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 7 – 16938…SPECIAL USE PERMIT APPLICATION #SP-2016-98 – LINDA SIEMENS FOR CULTIVATE KC

SYNOPSIS: Renewal of a Special Use Permit (#SP-2014-73) for a green house, storage container and office and (#SP-2015-49) for three storage containers (This application combines these two special use permits) at 4223 and 4225 Gibbs Road, submitted by Robin Richardson, Director of Planning. The applicant is requesting renewal of a special use permit to continue use of an existing greenhouse, storage container, and office building that supports the operation of Cultivate Kansas City's organic vegetable farm for the training of aspiring food producers and farmers. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit #SP-2016-98 for two years, subject to:

Urban Planning and Land Use Comments:

1. What are the current hours of operation? Between what hours are volunteers and staff members on site?
Applicant's Response: Monday through Friday, 6:30 a.m. – 3:30 p.m.

2. Is the overflow parking agreement with Master's Community Church still in place? If so, please provide a letter from them showing their willingness to serve as a location for overflow parking when notified in advance.
Applicant's Response: The agreement with Master's Community Church is still in place. Please see attached letter.

3. What are the current and proposed setbacks between paved surfaces for parking and structures along the eastern edge of property that abuts the properties of two adjacent residential homes? Please provide these dimensions on a map or drawing.
Applicant's Response: Please see map attached.

4. Any approval would be recommended for two years.

Public Works Comments: None.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2016-98 for two years, subject to the stipulations.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

MISCELLANEOUS ORDINANCES (Final action on previously approved items)

ITEM NO. 1 – 16942…ORDINANCE: ROSEDALE MASTER PLAN AMENDMENT

SYNOPSIS: An ordinance affirming the approval of the Rosedale Master Plan Amendment on December 1, 2016, submitted by Robin H. Richardson, Director of Planning.

Action: **ORDINANCE NO. O-1-17,** "An ordinance affirming the approval of the Rosedale Master Plan Amendment as previously adopted and approved on December 1, 2016." **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken on the motion and there were ten

"Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – 16943…ORDINANCE: VACATING UTILITY EASEMENTS

SYNOPSIS: An ordinance vacating utility easements (#U/E-2016-10) at 3742 North 112th Court, submitted by Robin H. Richardson, Director of Planning.

Action: **ORDINANCE NO. O-2-17,** "An ordinance vacating utility easements of all of Lot 75, Woodland Hills Second Plan, a subdivision of land in the City of Kansas City, Wyandotte County, Kansas, located at approximately 3742 North 112th Court, Kansas City, Kansas." **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

<u>PLANNING AND ZONING NON-CONSENT AGENDA</u>

No items

<u>NON-PLANNING CONSENT AGENDA</u>

Mayor Holland said that brings us now to our Non-Planning Consent Agenda, which is all routine business items, unless someone would like to set those items aside.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to approve the Non-Planning Consent Agenda.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 1 – MINUTES

Synopsis: Minutes from regular sessions of October 27 and November 17, 2016, and special session of December 15, 2016.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to approve the Minutes.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ITEM NO. 2 – WEEKLY BUSINESS MATERIAL

SYNOPSIS: Weekly business material dated December 22 and 29, 2016.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to receive and file.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

ADMINISTRATOR'S AGENDA

ITEM NO. 1 – 17001… RESOLUTION: SET PUBLIC HEARING ON THE PETITION FOR THE EXCLUSION OF LAND FROM THE BOUNDARIES OF THE CITY OF KANSAS CITY, KANSAS

SYNOPSIS: A resolution setting the date of February 2, 2017, to conduct a public hearing regarding a petition requesting the deannexation of land on Holliday Drive, submitted by Susan Alig, Legal.

Doug Bach, County Administrator, said the item before you is to set a public hearing date for February 2. We are going to consider potential deannexation of some property for the City of Lake Quivira. The action before you tonight is just to set the public hearing, to have the presentation and discussion about it on February 2 so we can publish.

Action: **RESOLUTION NO. R-1-17,** "A resolution calling and providing for the giving of notice of a public hearing on the petition for the exclusion of land from the boundaries of Kansas City, Kansas." **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to adopt the resolution.** Roll call was taken on the motion and there were ten "Ayes," Walters, Philbrook, Bynum, Walker, Townsend, McKiernan, Murguia, Johnson, Kane, Markley.

PUBLIC HEARING AGENDA

ITEM NO. 1 – 16947… PUBLIC HEARING: IMPASSE PROCESS-IAFF LOCAL #64

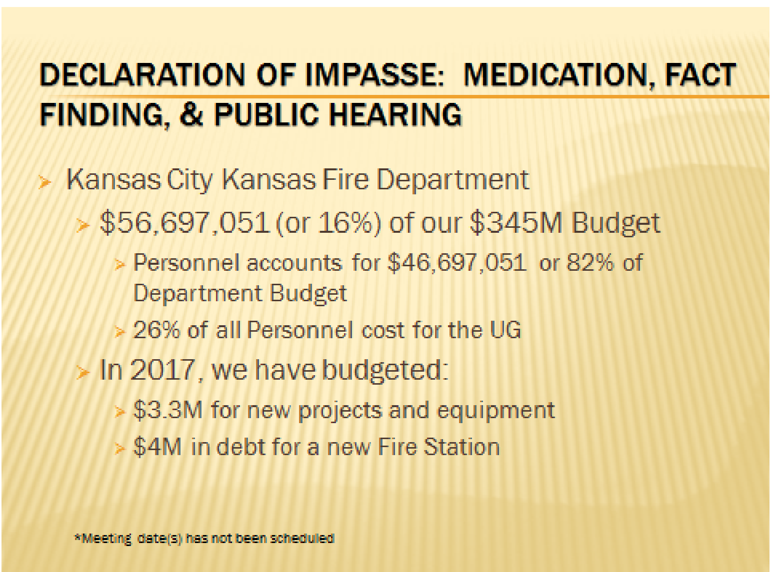
SYNOPSIS: Conduct a public hearing regarding Fire Department International Association of Fire Fighters Local #64 labor contract and fact finders' report, submitted by Doug Bach, County Administrator.

Doug Bach, County Administrator, said the event this evening is a public hearing regarding our labor negotiations with the International Association of Firefighters, or IAFF. We're currently at impasse, and a public hearing is statutorily required at this point in the process within forty days of the fact finder's report, which was issued on December 5.

First I'd like to go through and just describe what kind of process we will go through tonight. I'm going to do a brief setup of the Fire Department and how we got to this point through the negotiations. After that, we will allow for statements or presentations from both management and the labor union to present up to forty-five minutes, if they choose, regarding their position on negotiations and the fact finder's report.

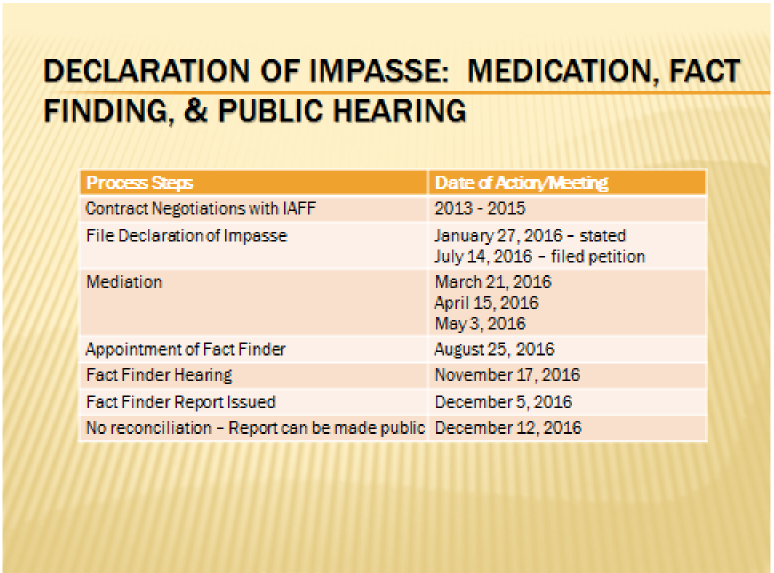
After that time, then we'll open that up for the public hearing for residents to come forward and speak on this. After that, we'll close that and turn this back over to the Commission for you to discuss as you choose. At this point we are not presenting anything for the Commission for decision tonight. This is strictly a public hearing for those to offer input or comment according to the impasse proceedings.

A couple of points that I'll just make as I set this up tonight.



The Fire Department is one of our larger departments in the government, has a budget of over $56M, or 16% of our $345M budget. Personnel, which we're talking about, accounts for $46.6M of that budget, or 82% of the department's budget. This is also 26% of all our personnel cost within the Unified Government, so it shows it's a very significant area.

Just a highlight on the Fire Department, we have over $3.3M in new projects and equipment in the budget for this year, including two pumpers, a quint, an aerial, and two ambulances that we're going to purchase this year. We've also put $4M in debt for the construction of a new fire station.

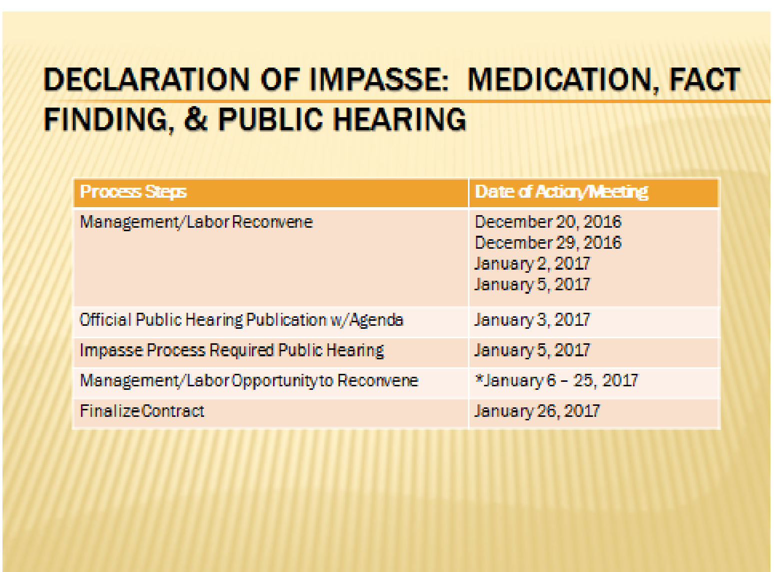


DECLARATION OF IMPASSE: MEDICATION, FACT FINDING, & PUBLIC HEARING

Process Steps	Date of Action/Meeting
Contract Negotiations with IAFF	2013 - 2015
File Declaration of Impasse	January 27, 2016 – stated July 14, 2016 – filed petition
Mediation	March 21, 2016 April 15, 2016 May 3, 2016
Appointment of Fact Finder	August 25, 2016
Fact Finder Hearing	November 17, 2016
Fact Finder Report Issued	December 5, 2016
No reconciliation – Report can be made public	December 12, 2016

Proceedings for the negotiations with the Fire Department really started in 2013, preceding that the contract ended in 2013. Negotiations proceeded on and off over the coming years. At the end of 2015, coming into 2016, we had Declarations of Impasse that were presented by the two parties. We tried to go through mediation in March, April and May, ultimately leading to filing the petition on July 14, 2016 on the impasse.

A fact finder was then appointed. As we moved through that process, a hearing was held on November 17, 2016. The fact finder issued his report on December 5. If there's no reconciliation of it, it was declared that it could be made public after that point on December 12.



DECLARATION OF IMPASSE: MEDICATION, FACT FINDING, & PUBLIC HEARING

Process Steps	Date of Action/Meeting
Management/Labor Reconvene	December 20, 2016 December 29, 2016 January 2, 2017 January 5, 2017
Official Public Hearing Publication w/Agenda	January 3, 2017
Impasse Process Required Public Hearing	January 5, 2017
Management/Labor Opportunity to Reconvene	*January 6 – 25, 2017
Finalize Contract	January 26, 2017

Labor and Management have had several – we have taken several times to reconvene since that time. As you can see on this, on the 20th, 29th, 2nd, and as recently as today, to work through some of our things and get to a point where we feel like that we're getting a document that could be something we could talk more about with the governing body in executive session.

We'll have the official public hearing today, then we'll proceed from that point. As we've noted, we would finalize a contract on January 26 is the intent we'd move to from this point in the negotiations.

With that, I'm going to go ahead and turn this over. We'll let Management make the first comments on this. I'm going to ask our Labor Attorney, Ryan Denk, who's representing us; he will go through and present our position on this. Then we'll turn it over to Labor and allow you the opportunity to come forward as well.

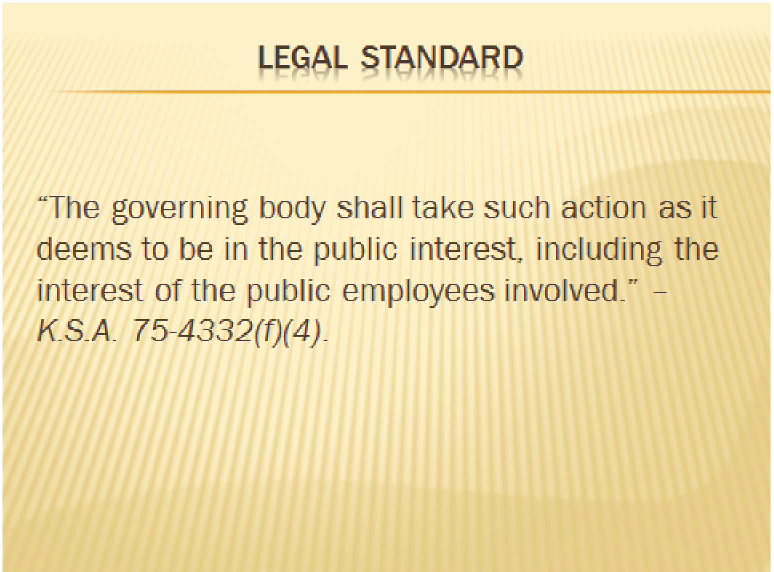
Ryan Denk, McAnany, VanCleave and Phillips, PA, 10 E. Cambridge Circle Drive, Kansas City, Kansas, said Mr. Bach just kind of walked you through what the statutory process was for Impasse proceedings. What may or may not be clear, you know I've done a number of these, is everything that the Statutory Impasse Procedures have in there is designed to almost make the parties come together and figure out how we can work this thing out.

You're at loggerhead so let's bring in a third party to try to make some recommendations from, arguably, a neutral, to try and work everything out. From that point in time a report's issued and it's kept confidential, but the parties are directed statutorily once that report is issued to get back together and talk about the issues. You're permitted to keep the report private at that point in time to allow the parties a private opportunity to work out their differences. If that doesn't work, then the report's made public, again, to hopefully put more pressure on the parties to try to work things out.

Then, if you still don't work things out, then we proceed to basically where we're at right here. This is the next step in the process, which is a public hearing which enables Management to present their position, the Union to present their position, and then any members of the public to present their position.

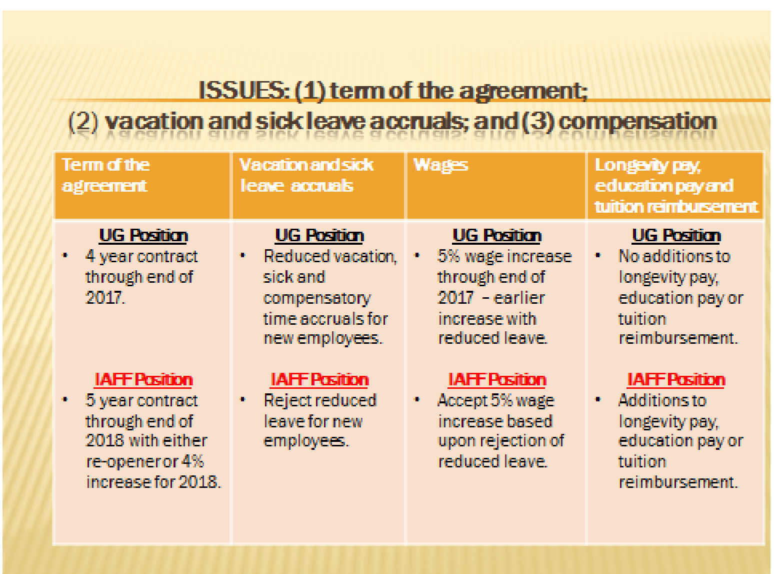
Ultimately, if the parties are unable to resolve their differences, it's in your hands. You've appointed me and Mr. Bach and members of the Fire Department to go out there and try and negotiate an agreement, but what I'm going to provide to you tonight is simply a recommendation as to a way that Management would suggest that the contract be resolved. Ultimately it's going to be in your hands if, in fact, we're not able to work things out. Mr. Bach mentioned meetings that we've had with the IAFF. I think they've been fairly productive. You'll see in our presentation at some points, as part of our recommendation, that there is a notation that there has been further discussion on an item and that we may be coming to you at a later date with a potential different resolution other than what we're recommending here tonight.

I did want to go forward and if it does end up in your hands on the 26th, have you look at what the statute dictates what your job is. Your job isn't to just vote for Management or just in vote in favor of what I say here tonight. Your job is broader than that.



The statute provides that the "The governing body shall take such action as it deems to be in the public interest, including the interest of the public employees involved."

That being said, when we filed for Impasse on this matter, we filed on 13 different issues that we believed we were at impasse on. I'm going to go ahead and walk through those 13 issues.



Some of them, including this first set, can kind of be lumped together.

This first set of issues are tied together because, largely, they're tied to compensation. Those four issues are: the term of the agreement, or the length of the agreement; vacation and sick leave accruals; wages; and basically wage additions, those being longevity pay, education pay, and tuition reimbursement.

The reason that these are all tied together is because Management made what is a two-prong proposal in terms of compensation, not just for the firefighters, but for all of the bargaining units that we negotiate with, all of the 13 different bargaining units. That's another big theme that you're going to hear from Management tonight. We're trying to be equitable, not only to the Fire Department in terms of the wage offers and health insurance by offering the same wage increases and the same health insurance that's being offered to this bargaining unit as is offered to each and every one of the other bargaining units represented by the Unified Government, as well as the non-union employees that the Unified Government has working for it.

The two-pronged offer that was made by Management was for a wage increase covering the years —— the ultimate years of the contract, let me back up to that. The last year that we had a contract with the Fire Department was 2013. Management made a proposal of a four-year contract from 2014 through 2017. Within that timeframe, Management had proposed under either of the two options for wage increases of a 5% wage increase. The difference turned on whether the bargaining unit in question wanted to accept lower leave accruals for the new employees.

As I think many of you are aware, or all of you are aware, but many of you in the audience are not aware, we had a Wage Study conducted by Arthur J. Gallagher, a consultant here in Kansas City. That study came back and showed that the Unified Government's leave accruals for its employees, particularly it's sick leave accruals, it's vacation leave accruals, it's cash outs of these different types of accruals were perhaps in excess of what the market was offering. That has an economic impact to the bottom line of the Unified Government.

We had proposed in negotiations to reduce those leaves, not for our current employees, but for our employees who are starting after the contractual changes were to take place. So it wouldn't impact anyone currently working, just the new employees.

There were several bargaining units that were agreeable to those changes. There were four bargaining units that were agreeable to those changes. For those bargaining units we offered the same 5% increase, but that 5% increase, means the date of the increases, the date of the increase, occurred earlier than for those bargaining units who were unwilling to take the reduced leave accruals. The reason why we were offering, in essence, less money for those bargaining units who don't take the reduced leave accruals is because there's a real economic impact of declining to take those reduced leave accruals. We have to pay more out to employees for when they're out on leave. We have to pay to cover shifts when those employees with the excess leave are out with their extra leave.

In our discussions with the IAFF prior to the Declaration of Impasse, they indicated that they wanted to accept the second of these two options. They were not agreeable to taking the reduced leave accruals. They were agreeable to taking, in essence, the 5% occurring at a later date.

Where we had disagreement on our compensation package was the IAFF, again prior to Impasse, wanted what I call compensation add-ons. They requested additions to longevity pay, education pay, and tuition reimbursement. Management's position in response to this request was that we were not agreeable to these additions.

As you might imagine, many of the bargaining units, if not all of the bargaining units who we negotiated with, asked for these same wage additions, or add-ons, to their wages. We had been consistent, the Management team had been consistent, and said this is the package that we're offering. We're in a constrained financial situation. The wage increases that we're offering we're really having to stretch to reach budgetarily. The cost-of-living adjustments that we're offering, and so as a consequence, we cannot offer, and declined to agree to any requests for any of these additional wage add-ons from the other bargaining units. We couldn't turn around in terms of an equity position, Management and the negotiating team couldn't, in good faith, turn around and grant those wage add-ons to the IAFF when we had not granted those to the thirteen other bargaining units.

We presented all these issues. We also talked about ability to pay. I'm not going to spend really any time on ability to pay because you all know exactly what your budget looks like. You know what your fund reserves look like, all of those issues. You know what your ability to pay for wage increases are. All of that information was presented to the fact finder.

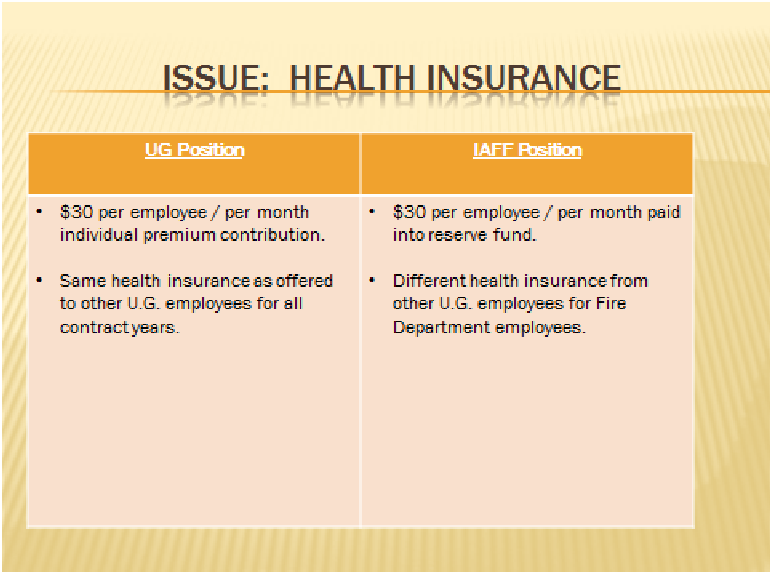
ISSUES: (1) term of the agreement;
(2) vacation and sick leave accruals; and (3) compensation

Terms of Agreement	Vacation and Sick Leave Accruals	Wages	Longevity pay, education pay and tuition reimbursement
Fact-Finder • 5 year contract through end of 2018 with 2% increase for 2018. Recommendation • Accept fact-finder's recommendation.	**Fact-Finder** • Reject reduced leave for new employees . Recommendation • Accept fact-finder's recommendation.	**Fact-Finder** • Employer's proposal regarding compensation. Recommendation • Accept fact-finder's recommendation, or as agreed.	**Fact-Finder** • Employer's proposal . Recommendation • Accept fact-finder's recommendation.

Ultimately the fact finder came back and recommended the employer position on wages, and the employer position on longevity pay, education pay, and tuition reimbursement. He rejected the concept of the reduced leave for the new employees.

Something interesting that he did for 2018, the union had advocated to take the contract out to 2018, either with a reopener just on compensation or with a 4% wage increase. The Management team had taken the position that we were unprepared to go out to year 2018 because the budget picture for that year was still too uncertain to agree to a specific wage increase. The concept of a reopener we thought best was just well, if we're going to reopen it, we might as well just start negotiations again. The fact finder came back and for year 2018 actually recommended a 2% increase for that contract year.

We've had discussions internally in the Management team. In terms of all four of these issues, we are prepared to accept the fact finders recommendation across the board, or at least recommend that to you all. Obviously, again as I mentioned before, if it ends up in your lap you all can do what you want to on these items.



The next issue that was taken to fact finding was medical leave. On the issue of medical leave there were two issues that were taken to Impasse and fact finding. Both of these issues were largely driven by economic necessity.

The first of these two issues is the concept that individual employees pay $30 per month per employee to an individual premium contribution. The second of the two items that the employer had proposed was that the IAFF would receive the same health insurance as did all of the other Unified Government employees for all contract years.

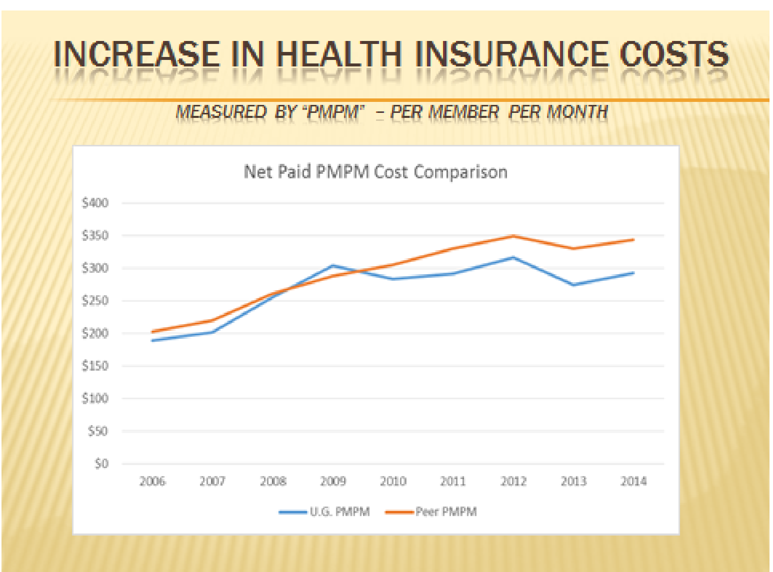
Let me touch on that one very briefly and explain that a little bit more. As I think all of you know or understand, we have a committee that discusses health insurance issues. It's called the Employee Benefit Committee. Appointees to that committee include each member of our thirteen bargaining units as well as representatives of non-union employees and representatives of Management.

Specifically in contract years 2015 and 2016, they were tough budgetary pictures for those years. I'll get to that here in just a little bit. They ultimately were unable to make a recommendation as to what should be done to, in essence, close the economic gap for those two years. The IAFF had taken the position, or has taken the position in these negotiations, that they want the same, or had wanted the same health insurance as was in place for 2014 for contract years beyond that, 2015 and 2016.

This is the last of our contracts with all of our bargaining units. All of our other bargaining units have accepted the health insurance that's been decided upon and granted for years 2015 and 2016. The IAFF had still taken the position, or has still taken the position, that they wanted the same health insurance as in contract year 2014. Management, again in terms of equity across all bargaining units and for all employees, had taken the position that they were unwilling to have a separate plan for just the Fire Department as compared to all of the other Unified Government employees.

One of the issues that the Fire Department raised why they are different, and in fact this is true, they are different in this respect, is that they don't have workers' compensation. They have the election to come under workers' compensation. They haven't made that election. If they are injured on the jobs, their benefits are governed by the contract.

One of the arguments that they had asserted, and it's a legitimate concern but one I think we've addressed, is that the medical insurance is, in essence, their workers' compensation health care. Our response to that has been, and in fact it's true, is that injured-on-duty isn't subject to the same rules as regular health insurance plans. If you are not on the health insurance, and you are injured on duty, we will in essence pay 100% of your premium to make sure you're covered for that injured-on-duty status. If you have co-pays or deductibles as a result of an injured-on-duty status claim, the Unified Government pays those. We believe that those IOD differences, meaning injured-on-duty differences, between the IAFF and the other Unified Government employees have been resolved.



One of the drivers of our proposal for the increases, obviously it's economic necessity why we've proposed both of these changes. I don't think it's any secret to anybody that health insurance has risen dramatically over the past ten years or so.

This is a graph that we've prepared which shows what is referred to as the "per member-per month" premium that is paid, both under the Unified Government plan and under Peer plans. Now, the Peer plan means Peer employers as provided by United Healthcare who's our third-party administrator. I think they're the largest health care insurer in the nation. They have access to this type of data, what Peer employers are paying.

As you can see, there is a dramatic rise over the past ten years in health insurance cost. That's been true with the Unified Government. That's been true throughout the healthcare industry. That was certainly one driver for our request for the changes in question.

2015 HEALTH PLAN WITHOUT DESIGN CHANGES

	2014	2015
Employee Contributions	$3,291,384	$3,324,298
Employer Contributions	$21,312,184	$21,525,306
Retiree Contributions	$2,209,278	$2,231,371
Other Income/Reimb.	$570,122	$426,562
Total Income:	$27,382,968	$27,507,537
Total Expense	$28,942,998	$29,926,681
Income/Loss Per Year	($1,560,030)	($2,419,144)

I talked about 2015 and 2016. This is when we presented, meaning Management presented to the Employee Benefit Committee back in 2014, when they were trying to decide hey, what can we do in terms of the plan that we offer to our employees. This was the pro forma that our consultants worked up.

Basically this pro forma, or basically this economic analysis, what it shows is hey, if you move from 2014 to 2015, and you leave the exact same benefit levels in place then this is the gap that you're going to look at. That's a negative number of about $2.4M. That was the discussion in the Employee Benefit Committee in 2014 to try and close the gap for 2015.

As a result of that, many changes were made ultimately by the Administrator because the Employee Benefit Committee did not make a formal recommendation for plan design changes for 2015 which included some increases in copays and deductibles and things like that.

2016 HEALTH PLAN WITHOUT DESIGN CHANGES

	2015	2016
Employee Contributions	$3,190,516	$3,222,421
Employer Contributions	$20,110,030	$20,311,130
Retiree Contributions	$2,347,120	$2,370,591
Other Income / Reimb.	$3,021,535	$1,099,248
Total Income:	$28,669,201	$27,003,391
Total Expenses	$29,532,543	$32,456,921
Income/Loss Per Year	($863,342)	($5,453,530)

The same is true for 2016. We see that here.

In 2016 when they were meeting in 2015 to try to decide on plan design changes for the next year, this was the pro forma or the financial projections if no plan design changes were made from 2015 to 2016, a $5.4M gap. Obviously, that is a significant gap and the Employee Benefit Committee had to put their heads together and try to figure out a solution. Again, no recommendation came from the Employee Benefit Committee on how to close that gap. We have to offer health insurance to our employees, so the Administrator's office made some decisions based upon recommendations from our consultants, United Healthcare, Brian Johnson of the Polsinelli firm, in both years 2015 and 2016 as to try to help to close that gap.

Many of the changes, I will tell you, the recommended changes weren't just hey, let's increase this amount that employees have to pay here or there. Many of the changes were designed to make employees make smarter healthcare choices. Instead of going to the ER, you decide to go to an Urgent Care just as an example, things like that.

In addition to what we're looking at in terms of increased costs, I do want to talk about some of the other drivers that caused the employer, or the Unified Government, to have to look to make the changes in question.

I don't think it's any secret that the Great Recession caused some significant financial constraints on the Unified Government. That is particularly true when we look at the Health Insurance Fund. If you go back to 2008, the Health Insurance Fund was extremely healthy. It was well over-reserved. It had reserves well in excess of 50% of its expenditures. The downturn in the economy, the loss in ad valorem values throughout the county, the loss of sales tax, the loss of machinery and equipment tax, all of those hits, state pulling back revenue that it was feeding back to us, resulted in significant impacts to our budget. In fact, when we go back and look historically at the budgets that the Administrator's office prepared just from 2008 to 2009, there was $15.4M less in revenue that the Unified Government had to deal with. As you know, those of you who were here at that time, we had to undertake many measures to try to address that. Those included furloughs, those included wage freezes, those included hiring freezes, things of that nature.

One of the other things we had to do was we had to defer contributions to different funds. One of those funds was the Health Insurance Fund. In 2009, 2010, and 2011, there was $4.8M of deferred contributions that we had to make because we simply didn't have the revenue. As all of you know who have been sitting up here now from your budgets of recent years, we've had to catch up on those, right. We've had to catch back up on those deferred contributions, so that has been part of our funding challenges within recent years to catch back up on the Health Insurance Fund, to catch back up on that roughly $4.8M. As of the end of this year, we believe that it is caught up. When you look at the contributions that we've made to the Health Insurance Fund over the last couple of years, it's included, the catch up contributions are actual premium contributions which we've made in all of the recent years.

Then the last category is, you know when there wasn't money in the Health Insurance Fund, that didn't mean we weren't paying health claims. We were paying health claims, but we were having to do that through General Fund transfers.

For example, just in this calendar year in 2016, we had to make General Fund transfers in excess of our premium contributions, in excess of our catch up contribution of $4M. That is all in an effort to get the Health Insurance Fund back to healthy and stable.

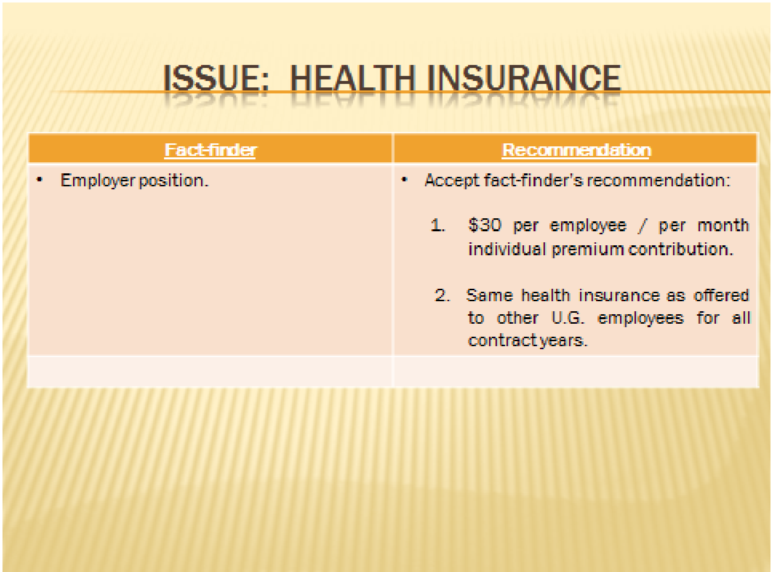
What we are trying to do through our proposal here is to further address the economic health of the Health Insurance Fund through employee participation and, also, address it through trying to make employees make smarter healthcare decisions. So, let's talk about where we're at now.

U.G. "EMPLOYER" SHARE OF TOTAL HEALTH CARE SPEND COMPARED TO PEERS

Year	U.G. (Employer) Share of Total Health Care Spend	Peer Employer Share of Total Health Care Spend	U.G. Variance from Peers
2010	95%	93%	+ 2%
2011	94%	92.3%	+ 1.7%
2012	94.3%	87.8%	+ 6.5%
2013	92.2%	86.9%	+ 5.3%
2014	90.1%	86.6%	+ 3.5%
2015	85.1%	83.5%	+ 1.6%

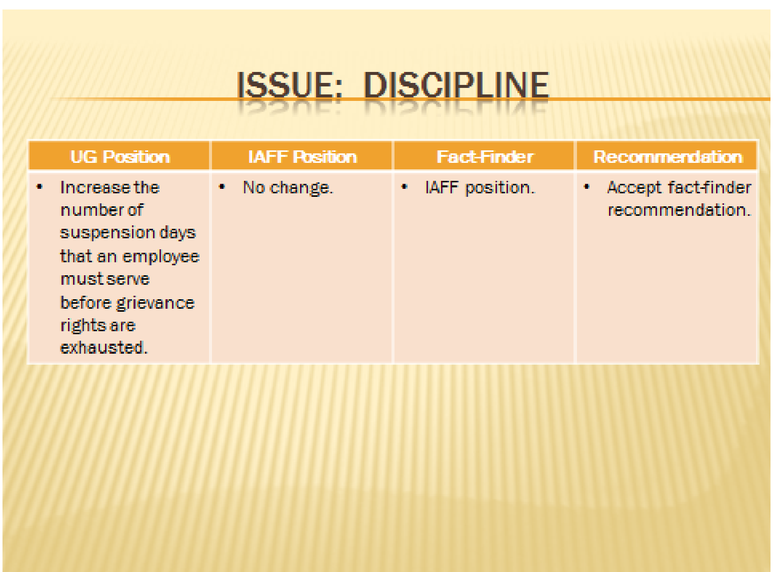
One of the other goals of our contribution, our proposal, is that we were trying to be comparable with what our peers were doing in terms of healthcare. This isn't, shouldn't, be new news to anybody that health insurance costs are rising and employers are struggling with it. Across the industry, employers have been sharing those increases in health insurance costs with their employees.

You see this for years 2010 through 2015 on this chart. What you see here is the employer's share of the total healthcare spent. Here we're not talking about just the spend on premium contributions, this is everything. This is co-pays, deductibles, every dollar that's being spent on health insurance. The percentages in these two columns represent on the left column the Unified Government's share of the total healthcare spend, the employee would have the remaining spend up to 100% of that. The second column is the Peer employer share of the total healthcare spend. The final column on the right shows the Unified Government variance form peers. Even though we are asking, and we have made changes which has required the employee to participate more financially in healthcare spending, you can see we are beating our peers in this respect.



We presented all of this information to the fact finder, and ultimately the fact finder recommended that our position move forward. Specifically, our position again, was that $30 per month per employee and the same health insurance offered to the Fire Department as offered to other employees.

The next several issues I'll just touch on very briefly.



One issue was, and this was an issue that was put forward by Management, and specifically by the leadership of the Department. They wanted to increase the amount of suspension days that could be awarded before grievance rights were exhausted. The IAFF didn't want any change in that. Fact finder recommended the IAFF position. We're prepared to accept the fact finder's recommendation.

GRIEVANCE PROCEDURE

UG Position	IAFF Position	Fact-Finder	Recommendation
• Add phrase to clarify the beginning of the time frame for the filing of a grievance.	• No change.	• UG proposal.	• Accept fact-finder recommendation.

Grievance Procedure – We had proposed some clarification language which made clear what the beginning time frame for filing of a grievance was. The IAFF had recommended no change. Fact finder recommended our proposal. Again, we're putting forward the fact finder's recommendation.

OVERTIME

UG Position	IAFF Position	Fact-Finder	Recommendation
• Change process for calling of overtime.	• Agree that process for calling of overtime needs to be changed, but no agreement on language.	• Employer's proposal regarding calling of overtime.	• Accept fact-finder's recommendation.
• Reduce amount of compensatory time for new employees from 480 to 240 hour.	• Reject reduction of compensatory time for new employees.	• IAFF's proposal regarding reduction of comp time accruals for new employees.	

Overtime – There are two proposals, or there were two proposals, that we put forward on overtime.

Number one, we wanted to change the process for the calling of overtime. This has been a real problem with the management in the department. They've had to spend hours a day going through this no contact list. So it's been a real struggle to try to get a system that's efficient. The union has recognized and conceded throughout negotiations that it's a problem. We just haven't worked out specific language and so that was language that we put forward.

The second proposal that Management put forward, and this was really tied to the vacation leave and sick leave accruals, the reduced amounts for new employees, we proposed to reduce the amount of compensatory time for new employees from 480 to 240, meaning the amount you could carry over from year to year. That was largely based on, again, some data that we'd gotten out of that Gallagher Study which showed that that was a very generous benefit and also, in relation to, or try to have parity with what we were doing with the other unions.

You see the IAFF's position there. I told you about that they were agreeable that the process on calling of overtime needed to be changed. We just needed to work out the language. They like their position on the two-tiered system for sick and vacation leave, were not in favor of the reduction for new employees.

The fact finder split the recommendation on this. He recommended our proposal on the calling of overtime and recommended the IAFF's proposal regarding the reduction of comp time. Our recommendation to you going forward is that the fact finder's report be accepted.

Shift Exchange and Trading of Time – The employer had two proposals on this. Concededly, and we said this at fact finding, this is an issue which was fairly new to the negotiations. It was an issue that was brought to light really, ultimately, by a complaint that was made and an attendant legislative audit that was conducted in March of this year. Be mindful that we had been in negotiations with the firefighters going back to when this contract ended, back at the end of 2013. It was really a new issue that we were bringing to the table. We acknowledge that, but it was still an issue. You know when you're negotiating for three or four years, new issues are bound to pop up. It was an issue that we certainly wanted to put in front of the fact finder, to put in front of you all, so that you could look at the issue and make your own determination of it.

The proposal that we put forward on shift exchange and trading of time was that first, that there would be no shift trade imbalances in excess of the six shifts. Obviously, you can either trade shifts away, and doesn't even have to be whole shifts, you can trade parts of shifts, couple of hours here or there, or you can trade an entire 24-hour shift. You could trade it away or you can accept a shift that's being traded. What our position was that you couldn't have a trade imbalance one way or another, either giving six away, more than six, or accepting more than six. The second proposal that we put forward prohibited employees from paying one another to work a traded shift.

The IAFF has taken the position that they didn't want any change and they continue to take this position. They don't want any change in the practice or the language.

TRADING TIME AUDIT

Table 4: 2015 Trade Imbalances Greater than 40

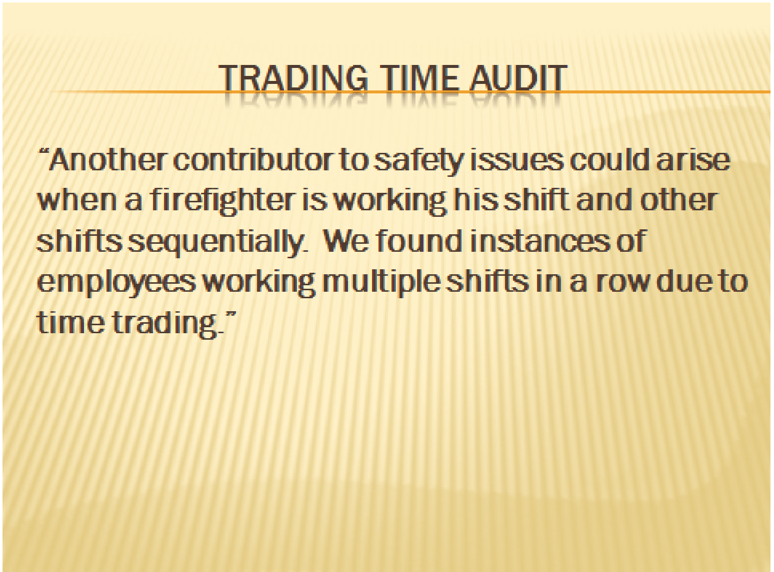
Title	Total Time Traded Off	Total Traded Time Worked	Imbalance
Master Firefighter	5	156	151
Senior Firefighter	5	148	143
Master Fire Captain	94	0	94
Firefighter/MICT II	9	91	82
Firefighter/MICT IIA	8	68	60
Firefighter I	30	84	54
Senior Fire Captain	9	59	50
Senior Firefighter MICT	5	51	46
Firefighter	19	61	42

All of my slides on this come from the Trading Time Audit that was ultimately conducted by Tom Wiss, and that was issued in March of this year.

One of the things that we put in front of the fact finder was this Table 4 from the Auditor's report which showed trade imbalances in excess of 40 shifts. What you'll see on this is that there are many employees who have well in excess of, trade imbalances, meaning they've either traded away 40 shifts more than they've received back, or they've accepted 40 shifts more than they've had other employees work.

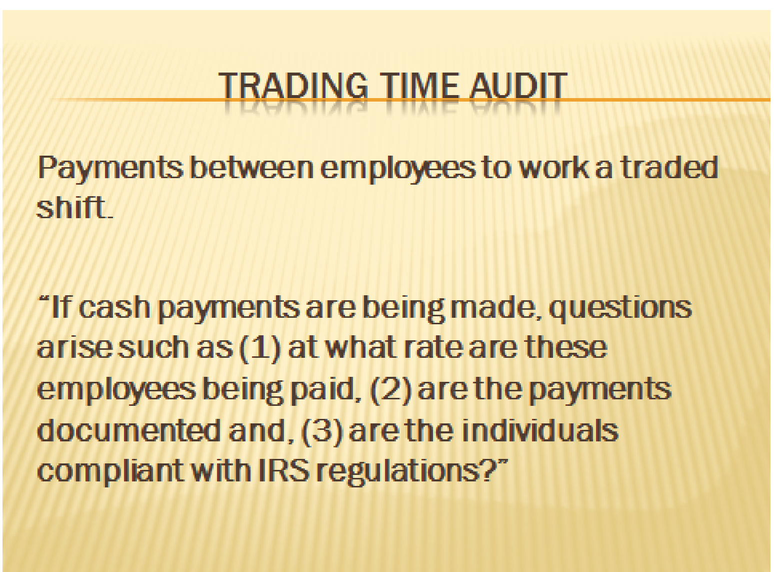
Let me start off by also acknowledging that the Legislative Auditor's report did acknowledge that the trading of time, and it is true, is permitted under the Fair Labor Standards Act, and that it's common practice in fire departments. I think maybe, at least in my discussions with Management, particularly Administration, what caught them off-guard was that shifts weren't being traded back, that you had these types of imbalances going on, particularly in light of the fact that there's contractual language that says that a shift traded is to be "paid back". I think, at least in my discussions with Management, some members of at least Administration believed that that was occurring. I think some of this Legislative Audit certainly revealed that that wasn't necessarily the case, that you did have these clearly extreme imbalances.

Now, when you look at this chart here, really the largest group of imbalances are for those people who accept traded shifts. Only one of the imbalances is for an employee who traded more than 40 shifts away. Concededly not all trades are for 24-hour shifts, but you know when you're looking at, I can't remember the number of regular shifts that a firefighter would work in a given year, meaning a firefighter that works 24-hour shifts, I think it's in the 80s or 90s. If you have an employee accepting 156, 148, or 91, if those were 24-hour shifts, and certainly some of them were, then they're accepting more shifts than they would even work themselves.



I think from Management's perspective that is the one thing that was a little disconcerting and this is commented on in the Legislative Auditor's report and this is a quote from the report.

Again, the concern is or was on our part, in making sure that there wasn't too disparate of an imbalance one way or another. If you only can have an imbalance of six plus or minus that really protects against hey you're going to be working tons of shifts in a row. That was the thing that, I think, we latched onto and said, you know I think we have some safety concerns, or potential safety concerns, about allowing firefighters to work multiple shifts in a row. Some of it may, in fact, be unavoidable, but that was one of the things we were attempting to address.



The payments between employees to work a traded shift, the Legislative Auditor, his comments on that were "If cash payments are being made, questions arise such as (1) at what rate are these employees being paid, (2) are the payments documented and, (3) are the individuals compliant with IRS regulations?"

It was our thought that if you just prohibit employees from paying one another, we don't even have to mess with these questions. If you trade a shift and then you accept a shift back, again you don't have to mess with these questions.

We also felt that the proposal to prohibit these types of payments back and forth between employees was consistent with our understanding of the language that a traded shift shall be "paid back."

We presented this information to the fact finder. The fact finder came back with a recommendation in our favor on these two points.

This is one of the points that we have been in discussions with the IAFF. I understand we've had discussions with them. They want to have continued discussions with their executive board and their membership on that, so I'm not going to get into the details of what those discussions have been. Our recommendation at this point would be to either accept the fact finder recommendation or, if the parties do come to agreement on this point, what the result of that agreement would be.

How much time do I have Mr. Mayor? **Mayor Holland** said you're fine. You can complete your presentation.

PROMOTIONS

UG Position	IAFF Position
• Active promotional list and ability to run promotions at all times. • Other agreed upon changes.	• Parties are close to working out an agreement.

There were two proposals under promotions. Those two proposals were, well there were many proposals that were ultimately agreed upon between the parties, so those really aren't an issue. The one issue that was potentially in dispute between the parties was the issue of having an active promotional list and the ability to run promotions at all times. The IAFF had taken the position at fact finding that we were very close to working those issues out.

MOST RECENT PROMOTIONAL LISTS' EXPIRATION

List	List Expiration / Exhaustion Date	Positions Authorized	Positions Currently Filled
Driver	December 31, 2013	66	41
Captain	January 7, 2016	80	79
Battalion Chief	April 3, 2014	15	7
Assistant Chief		8	4

I did want to comment that this has been a real issue for management in the Fire Department because the IAFF has taken the position at the end of the last contract that our ability to make promotions has been tied to the duration of the contract. Once the contract expired, as you'll see, many of the promotional lists expired. We've got the expiration date of the three lists up there. You also see the number of vacancies that have resulted from either expiration or the exhaustion, meaning we've run through everybody on the list.

For example with fire drivers, we've got 25 vacancies there. With battalion chiefs we've got 15 authorized positions and only seven of those are filled. You've got more than 50% of your battalion chiefs that are not staffed at this time due to our inability to make promotions.

I put assistant chiefs up there. Those are not covered by the contract, but the Chief, for understandable reasons, hesitant to promote a battalion chief to assistant chief to further rob from those numbers of battalion chiefs because of his inability to make those promotions in the lower ranks.

The Chief has noted that it's been very, very difficult to manage in this environment for obvious reasons. He doesn't have the manpower. It's been poor for morale, the inability to make these promotions.

OUT OF CLASS PAY EXPENDITURES

Year	Fire Dept. out of class pay expenditure
2016 (projected)	$391,190
2015	$434,716
2014	$239,988
2013	$200,346
2012	$198,065

This is an additional measure of how much of an issue the inability to make promotions has been. You'll recall that those lists were expiring in 2013, 2014, and 2015. You see how out of class pay has climbed. Now, concededly, if we weren't paying that out of class pay, we'd be paying that to the hard stripes. What you do see by this is how much we've been having to work employees out of class. Out of class supervisors is a poor solution because they don't carry the same authority as do hard stripe or hard bugle supervisors.

For example, you've got a firefighter who's working as a driver, and he's going to go back to being a firefighter the next day, he's not going to discipline his friend who's also a firefighter of the same rank. It's unlikely to happen. It's created real challenges for the Chief.

The fact finder recommended the Unified Government's position on that. We ultimately recommend that the fact finder's recommendation be adopted.

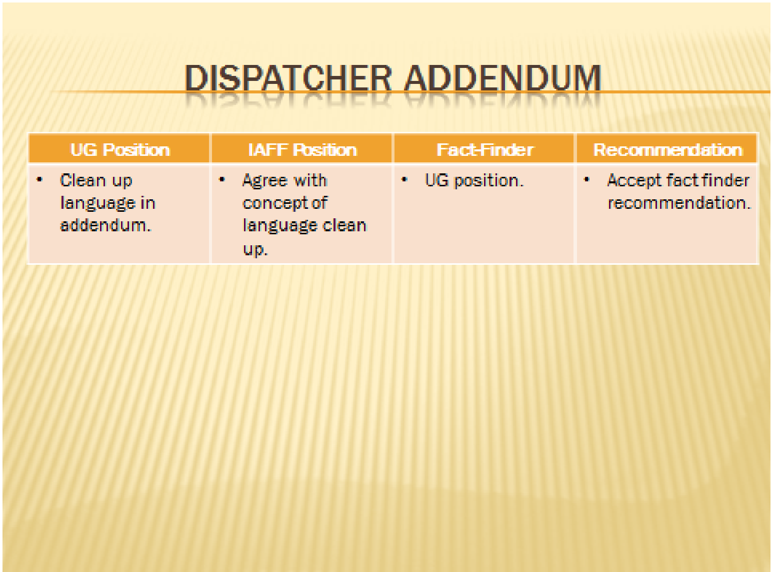
We have proposed to strike the language providing for the minimum number of companies within the minimum manning language. Our position had been that it was a Management right. The Union had proposed no change in the current language. The fact finder recommended our proposal on that.

We recommend that we either accept the fact finder recommendation or, again, this is one of the points that we've had continued discussion with the IAFF on and maybe working towards an agreed upon resolution or alternative language, so if we obviously bring that forward to you then we would recommend that.

ISSUE: CONTRACT RE-OPENER AND FIRE STUDY IMPLEMENTATION

UG Position	IAFF Position	Fact-Finder	Recommendation
• Contract re-opened when labor-management committee makes recommendation.	• Agree with concept of re-opener.	• Reject both parties positions, contract is closed through end of 2018, although parties may reopen by agreement through side bar letters of understanding.	• Accept fact-finder recommendation or as agreed by parties.

Really this addresses all issues except manning because the Fire Study addresses many issues other than manning. If there are issues that come up through this Labor Management Committee, which would affect contractual issues, we don't want to have to wait until the next contract. The IAFF agreed with the concept of this. The fact finder actually rejected both parties and said, hey if you want to resolve it, do it through a side bar letter of understanding. We would either accept the fact finder recommendation, or if the parties can agree on language, handle it that way.



This is just clean up language to the addendum for the dispatchers.

With that, that is all of the 13 issues that were presented to the fact finder. Mr Mayor, do you want to reserve questions to the end or how do you want to do that? **Mayor Holland** said I think so. You even finished with ten minutes to spare.

Mayor Holland said you had a 45-minute window. We will offer the same to the IAFF 64 if you'd like to come forward at this time and make presentation, you may do so.

Bob Wing, Business Manager for the International Association of Firefighters Local 64, said with offices at 7540 Leavenworth Road. I will not need 45 minutes to take all of the issues at hand up. I think Mr. Denk did a nice job of running through the differences of the parties as we started into this process. I think those of you, specifically Mr. Walker, who understands this statute and the reading of it and the clear interpretation, it's for the fact finder to make recommendations to resolve the impasse.

Clearly, we've been at this table for a long time. As I sat there it hit me, the only person on the employer side who started these negotiations over three years ago who consistently who's still sitting at the table is the Chief of the Fire Department. People will ask why are you there so long. The chief negotiator changed, Mr. Bach took a seat at the table, the deputy chiefs retired, and they were switched out. The give and take that was demonstrated prior to these gentlemen coming to the table was hard to acknowledge. In essence, in some ways it started over again.

With all that said, clearly the nature of the beast here is I get up here and I will argue the facts of what Mr. Denk put forward. Clearly, there is a difference of opinion.

As the statute is intended and demonstrates, the parties are to come together behind closed doors and the recommendations, and I underscore recommendations, are put forward to hopefully help the parties find resolve to the impasse. That's as simple as this process needs to be described from the employee's perspective.

Since we got the report back, both informally and in several formal meetings, I'm pleased to tell you, and this is why I'm not up here arguing the facts and the points that Mr. Denk raised on the differences of the positions of the parties, that as of 12:30 this afternoon the parties have tentatively agreed to bring a tentative agreement back, both to the governing body and to the firefighters that I represent, and will recommend approval of the impasse resolutions that we have come to, the compromises that we have made. Our position is that holding good to my word to your negotiators, I will, upon the printed document being provided me and it being proofed, take it back to the firefighters for a recommendation for approval. I will take your representatives at their word that they will bring it back to you and where we have found that compromise, ask you to take those compromises seriously. They were fought hard. They were clearly discussed. There were some misunderstandings. I think we have straightened those misunderstandings out. It is time we move forward. We have bigger fish to fry in the Fire Department and the City, I think as all you understand.

With that, in negotiations everybody doesn't get what they want, and you were represented well by your negotiators. I hope we represented our people well. I think it's time we close the chapter on this one. I would ask you only to take the compromises seriously on the outstanding issues that we have come to agreement on because I'm going to clearly ask the firefighters to take the same position. These are compromises that can be put forward and take us forward to a better department to both serve the citizens of the city that we serve. We are public servants, we understand that, as you are all, and make a better fire department going forward.

Sorry to disappoint you if you wanted me to get up here and do my normal, pardon my French, bitch and moan and argue and dispute, but I think we did it the way it's supposed to be done. We did it behind closed doors. We did it as professionals. We're ready to take this back to our respective memberships and Mr. Denk to his client. Hopefully we can get this resolved with our recommendations that we're bringing to you. With that, I would stand for any questions Mayor.

Mayor Holland said what I think we're going to do, sir, is we're going to go ahead and open up the public hearing. I will note for the record that you took much less time than Mr. Denk did. We appreciate that.

Mayor Holland opened the public hearing. **Mayor Holland** said if there's anyone who's in attendance tonight who would like to speak, again if you weren't here early, if you would like to speak as part of the public hearing, there are sign-in sheets in the doorways. We do ask everyone to sign in and the Clerk will read through that last. Everyone will be given up to three minutes to speak. Please note you're not required to use all three minutes, but you have up to three minutes. After the public hearing, and everyone has spoken who would like to, I'll offer both parties an opportunity to make any summative comment if you like. If there's something that was said that you thought lacked clarity, you'll have an opportunity to make a summative comment. Then we'll close the public hearing at that point.

I'll ask the Clerk how many do we have to speak. Two– okay would you introduce the two who would like to speak.

Carol Godsil, Deputy Unified Government Clerk, said first to the podium will be Reverend Jimmy Banks, followed by Joe Vaught.

Jimmy Banks, 4105 N. 112th Street, said I want to thank you for the opportunity to comment on the status of negotiations between the Unified Government and the firefighters.

Having been intimately involved with studying of the Fire Department through my role as chairman of the Public Safety Task Force that the Mayor appointed, we studied a lot about the processes and the procedures that are used. Those that impact, in my view, our ability to staff a diverse workforce. Some of that spills over to the content and the terms and conditions of the collective bargaining agreement. You have authorized and approved us to do the work we did. We're hopeful that with the changes that have been recommended, I was very impressed with the process, the appeal process and all the channels that it goes through, to reach the point where we are now. I appreciated the presentation by both representatives. I hope that as Mr. Wing – for his comments and his giving some degree of assurance that these things that need to be changed are going to be looked at seriously.

I think it's important as we move forward as a community, and all the positive things that are going on, that we take advantage of this opportunity to give you an opportunity to exercise solomonic judgment in approving a collective bargaining agreement that's fair, that's equitable, and works for the good of the entire community, and positions us to grow and even prosper in the future. I like what I heard. I'll be back to see what the final outcome is.

Let me say that I thank you for the work that you do because it's tough, but you've stepped up to the plate and you've showed us, and will continue to show us and lead us, to higher degrees of success.

Joe Vaught, 9231 Leavenworth Road, said thank you, Mayor and Commissioners, for the work you do. I appreciate it because I've been there. You're overworked and underpaid.

Some of the things that I was probably going to talk about seem to me like it was solved. Obviously, you as commissioners know a lot more about what's going on than me as a lay person out there looking at this without a lot of study on it.

As a past councilman and a commissioner, I was involved with the Fire Department also. That was just before we consolidated the government. When we instituted level voting, which saved the Unified Government, I think we went from like $2.5M in overtime to somewhere around $50,000.

I'm also going to talk about just a little bit about me being a commercial real estate broker and what people are looking for in this community. I was very surprised of the fact that the Fire Department has a higher budget than the Police Department. In all my years of selling real estate, I've never had somebody ask me what the response time was of the Fire Department, but they're always concerned about taxes and they're always concerned about safety.

I just want to bring that up because I think we still have a tax issue in Wyandotte County. In looking at the literature that you have on this I also looked at all the real estate that we have west of probably around 91st Street or somewhere in that area, and we have two fire stations in that area. That's about the same area as what we have east of I-635with a lot of fire stations.

The other thing I'd just like to note is that the difference in number of employees, and this is off of your chart, it is in KCK compared to Olathe and Independence. I just hope you'll also spend some time in looking at the cost so we can get taxes down in Wyandotte County. I think it's important. It's going to help our residential growth and it's going to help our industrial growth.

Mayor Holland asked would either party like to make a summative comment. **Mr. Denk** said I don't have anything.

Mayor Holland closed the public hearing.

Action: **Public hearing held and presentation given.**

STANDING COMMITTEES' AGENDA

No items

COMMISSIONERS' AGENDA

No items

PUBLIC ANNOUNCEMENTS

No items

MAYOR HOLLAND

ADJOURNED THE MEETING AT 8:18 P.M.

January 5, 2017

Carol Godsil
Deputy Unified Government Clerk

mls