

**UPDATE  
JUNE 29, 2017 UNIFIED GOVERNMENT BOARD OF  
COMMISSIONERS MEETING  
ORDER OF BUSINESS  
MEETING TO CONVENE AT 7:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY REVEREND GEORGE KEMPER, WELBORN  
COMMUNITY CHURCH**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THURSDAY, JUNE 29, 2017 AGENDA**
  - Blue Sheet
- VI. CLERK'S STATEMENT**

(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any "set-asides" on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)
- VII. PLANNING AND ZONING CONSENT AGENDA**
- VIII. PLANNING AND ZONING NON-CONSENT AGENDA**
- IX. MAYOR'S AGENDA**
- X. NON-PLANNING CONSENT AGENDA**
- XI. PUBLIC HEARING AGENDA**
- XII. STANDING COMMITTEES' AGENDA**
- XIII. ADMINISTRATOR'S AGENDA**
- XIV. COMMISSIONERS' AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES' AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

**SERGEANT-AT-ARMS: CAPTAIN ANGELA GARRISON**

## PLANNING AGENDA

### VII. PLANNING AND ZONING CONSENT AGENDA

#### A. CHANGE OF ZONE APPLICATIONS

1. **#3131 - MICHAEL J. RONNEBAUM**

**SYNOPSIS:** Change of Zone from R-1 Single Family District to A-G Agriculture District for cattle and hay at 10128 Nelson Lane, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

**Tracking #:** 171181

2. **#3142 - ALEXIS RIVERA**

**SYNOPSIS:** Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District for four multi-family units in one building at 2000 North 67th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

**Tracking #:** 171183

#### B. SPECIAL USE PERMIT APPLICATIONS

1. **#SP-2017-21 - TERRY WILLIAMS WITH RE-ENTRY DEVELOPMENT, INC.**

**SYNOPSIS:** Special Use Permit for a federal residential re-entry program housing 85 individuals in transitional housing at 925 Sunshine Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #:** 171184

2. **#SP-2017-22 - MICHAEL AND MARIA JOHNSON**

**SYNOPSIS:** Renewal of a Special Use Permit (#SP-2014-74) for an event hall, specialty dress shop and office space/storage at 733-735 Minnesota Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #:** 171178

3. **#SP-2017-33 - KERRY HOKANSON WITH EARTH CITIZEN FARM**

**SYNOPSIS:** Home Occupation Special Use Permit for an urban farm at 419 South 81st Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #:** 171185

4. **#SP-2017-34 - MELISSA ALDERMAN WITH ADVANCE AUTO**

**SYNOPSIS:** Renewal of a Special Use Permit (#SP-2014-31) for a parking lot at 21 South 18th Street in conjunction with Advance Auto Parts store at 1 South 18th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED**

**FOR APPROVAL FOR 2 YEARS)**

**Tracking #: 171179**

**5. #SP-2017-35 - CARMEN CABIA GARCIA WITH EL TENEDOR KC LLC**

**SYNOPSIS:** Special Use Permit for the Temporary Use of Land to park a food truck at 2932 South 8th Terrace, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #: 171186**

**6. #SP-2017-39 - JON CORBIN WITH KVC FOUNDATION, INC.**

**SYNOPSIS:** Special Use Permit for the Temporary Use of Land for a storage trailer at 4300 Brenner Drive, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #: 171187**

**7. #SP-2017-40 - JEFF STEHNEY WITH JOE'S KANSAS CITY BAR-B-QUE, INC.**

**SYNOPSIS:** Renewal of a Special Use Permit (#SP-2017-7) revising previously approved application to lease parking to a neighboring business at 4620 Mission Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

**Tracking #: 171180**

**C. VACATION APPLICATIONS**

**1. #A-2017-5 - WIL ANDERSON WITH BHC RHODES**

**SYNOPSIS:** Vacation of an alley at 17 North James Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

**Tracking #: 171188**

**2. #S/A-2017-6 - WIL ANDERSON WITH BHC RHODES**

**SYNOPSIS:** Vacation of a street and alley at 1101 South 9th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

**Tracking #: 171189**

**D. MASTER PLAN AMENDMENT APPLICATION**

**1. #MP-2017-6 - ALEXIS RIVERA**

**SYNOPSIS:** Master Plan Amendment from Low Density Residential to Medium Density Residential at 2000 North 67th Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

**Tracking #: 171190**

## **E. DE-ANNEXATION PETITION**

### **1. DE-ANNEXATION PETITION 2017-1, #MP-17409-00003 – QUIVIRA, INC. AND THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KCK**

**SYNOPSIS:** A resolution excluding the following properties from the city limits of Kansas City, Kansas: 3025 South 78<sup>th</sup> Street, 7910 Holliday Drive, and 7909 Holliday Drive, submitted by Susan Alig, Assistant Counsel. **(RECOMMENDED FOR APPROVAL)**

**Tracking #:** 171199

## **VIII. PLANNING AND ZONING NON-CONSENT AGENDA**

### **A. MASTER PLAN AMENDMENT APPLICATION**

#### **1. #MP-2017-4 - ROBERT J. CAREY**

**SYNOPSIS:** Master Plan Amendment from Rural Residential to Low Density Residential at 925 South 89<sup>th</sup> Street submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL - 4/2 VOTE)**

**Tracking #:** 171191

### **B. CHANGE OF ZONE APPLICATION**

#### **1. #3138 - ROBERT J. CAREY**

**SYNOPSIS:** Change of Zone from A-G Agriculture District to R-1 Single Family District for one agriculture lot and three residential lots at 925 South 89<sup>th</sup> Street, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR DENIAL - 5/1 VOTE)**

**Tracking #:** 171182



**TAX STATUS REPORT**  
***BOARD OF COMMISSIONERS AGENDA FOR JUNE 29, 2017***

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2013.

**NOTE: This information cannot serve as the basis for approval or denial of an application. It is not among the factors to be considered as set by ordinance or among accepted zoning factors and criteria. However, such information in certain cases might be relevant to evaluating accepted factors or as an accompaniment to other valid purposes and/or factors.**

## **REGULAR AGENDA**

### **IX. MAYOR'S AGENDA**

### **X. NON-PLANNING CONSENT AGENDA**

#### **1. NOMINATION: BOARDS AND COMMISSIONS**

**SYNOPSIS:** Nomination for Boards and Commissions:

Racheal Jefferson, Kansas City Housing Authority, 6/29/17 to 3/31/18, submitted by Commissioner Townsend

**Tracking #:** 171194

#### **2. MINUTES**

**SYNOPSIS:** Minutes from regular session of May 25, 2017.

**Tracking #:** MINUTES

#### **3. WEEKLY BUSINESS MATERIAL**

**SYNOPSIS:** Weekly business material dated June 15 and 22, 2017.

**Tracking #:** WEEKLY BUSINESS MATERIAL

### **XI. PUBLIC HEARING AGENDA**

### **XII. STANDING COMMITTEES' AGENDA**

#### **1. ORDINANCE: BUILDING AND BUILDING REGULATIONS**

**SYNOPSIS:** An ordinance amending Chapter 8 – Buildings and Building Regulations, Article X – Owner Registration Statement, submitted by Wendy Green, Assistant Counsel. This is a SOAR initiative to improve the appearance and safety of vacant properties in the community.

*On May 1, 2017, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Walker, voted 4 to 1 to approve and forward to full commission.*

**Tracking #:** 171105

2. **ORDINANCE: AMEND SECTION 35-651 RELATING TO SEAT BELT FINES**  
**SYNOPSIS:** An ordinance amending the fine set for violating the seat belt ordinance as set out in Section 35-651 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, submitted by Misty Brown, Deputy Chief Counsel. These changes are necessary to comply with state law.

This item was scheduled to appear before the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, on June 26, 2017. It was requested, and approved by the Mayor, to fast track this item to the June 29, 2017 full commission meeting.

**Tracking #:** 171161

3. **RESOLUTION/AGREEMENT: MISSION, KS, RELATING TO #SP-2017-4 (3140 SOUTH 28TH STREET)**

**SYNOPSIS:** A resolution approving an interlocal agreement between the Unified Government of Wyandotte County/Kansas City, KS, and the City of Mission, KS, for the enforcement of zoning regulations, building codes and property maintenance for 3140 South 28th Street, Kansas City, KS, submitted by Robin H. Richardson, AICP, Director of Planning. This action is in conjunction with Special Use Permit #SP-2017-4 which was approved by the Commission on March 30, 2017 for two years.

This item was scheduled to appear before the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, on June 26, 2017. It was requested, and approved by the Mayor, to fast track this item to the June 29, 2017 full commission meeting.

**Tracking #:** 171160

### **XIII. ADMINISTRATOR'S AGENDA**

1. **DESIGNATION: VOTING DELEGATE FOR NACO CONFERENCE**

**SYNOPSIS:** Designate Emerick Cross as the voting delegate for the UG at the National Association of Counties (NACo) 82nd Annual Conference to be held in Franklin County, Ohio, submitted by Doug Bach, County Administrator.

**Tracking #:** 171177

2. **RESOLUTION: T-BONES MANAGEMENT AGREEMENT, TERMINATION OF LEASE, AND SECOND AMENDMENT OF REA**

**SYNOPSIS:** Request adoption of a resolution authorizing the following actions relating to the T-Bones Baseball Club, LLC, submitted by Patrick Waters, Senior Attorney:

- Management Agreement
- Termination of Lease Agreement
- Second Amendment to Baseball Stadium Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions

**Tracking #:** 171198

**XIV. COMMISSIONERS' AGENDA**

1. **REQUEST: 2017 UG-HOLLYWOOD CASINO-SVV GRANTS**

**SYNOPSIS:** Request approval of the recommendations for the 2017 UG-Hollywood Casino-SVV Grants, submitted by Emerick Cross, Commission Liaison.

**Tracking #:** 171176

**XV. LAND BANK BOARD OF TRUSTEES' AGENDA**

**XVI. PUBLIC ANNOUNCEMENTS**

**XVII. ADJOURN**

**AGENDA UPDATE  
UNIFIED GOVERNMENT COMMISSION MEETING  
THURSDAY, JUNE 29, 2017**

**VII. PLANNING AND ZONING CONSENT AGENDA**

**CLERICAL ERROR**

**ITEM NO. E.1. – 171199...DE-ANNEXATION PETITION**

**SYNOPSIS:** The RFA and agenda stated consideration for a resolution when the request should read consideration for two ordinances.

**XII. STANDING COMMITTEES' AGENDA**

**CLERICAL ERROR**

**ITEM NO. 3 – 171160...RESOLUTION/AGREEMENT: MISSION, KS,  
RELATING TO #SP-2017-4 (3140 SOUTH 28<sup>TH</sup> STREET)**

**SYNOPSIS:** The resolution authorizing an interlocal agreement with Mission, KS, references the address as 31450 S. 28<sup>th</sup> St. It should be 3140 S. 28<sup>th</sup> St.



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
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**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Change of Zone Petition #3131

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### GENERAL INFORMATION

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**Applicant:**

Michael Ronnebaum

**Status of Applicant:**

Owner  
16212 Eisenhower Road  
Leavenworth, KS 66048

**Requested Actions:**

Change of Zone from  
R-1 Single Family District to AG  
Agriculture District

**Date of Application:**

December 9, 2016

**Purpose:**

To have livestock, build a workshop  
and build a house.

**Property Location:** 10128 Nelson  
Lane

**Existing Zoning:** R-1 Single  
Family District



**Surrounding Zoning:**      **North:**      R-1 Single Family District  
                                         **South:**      A-G Agriculture District  
                                         **East:**      A-G Agriculture District  
                                         **West:**      A-G Agriculture District

**Existing Uses:** **North:**      Large lot single family home on AG land  
                                         **South:**      Vacant land/cell towers  
                                         **East:**      Vacant land  
                                         **West:**      Undeveloped lots for single family homes

**Total Tract Size:**    16.31 acres

**Master Plan Designation:** The Prairie Delaware Piper Master Plan designates this property as Planned Mixed Residential District.

**Major Street Plan:** The Prairie Delaware Piper Master Plan classified Nelson Lane as a local road.

**Advertisement:**      The Wyandotte Echo – May 18, 2017  
                                         Letters to Property Owners – May 18, 2017 and June 21, 2017

**Public Hearings:**    June 12, 2017 and June 29, 2017

**Public Opposition:** None one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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**Detailed Outline of Requested Action:** The applicant, Michael Ronnebaum, wants to rezone a 16.31 acre property at 10128 Nelson Lane from R-1 Single Family District to A-G Agriculture District in order to have a limited amount of livestock, build a barn, and eventually a residence on the property. The applicant has also applied for a final plat of the parcel in order to remove a previously existing restriction.

**City Ordinance Requirements:** Article XXII Sections 27-1001 – 27-1419 and Article XXI Sections 27-501 - 27-1000

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## **FACTORS TO BE CONSIDERED**

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### ***1. Neighborhood character***

The neighborhood is mostly vacant or undeveloped land. There is a development immediately to the west of this parcel that is planned for single family lots. In all other directions it is largely vacant, with I-435 near to the east.

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

The zoning and their uses are set out above. The proposed rezoning is compatible with the nearby properties. This use will likely not even be noticeable from any of the neighboring houses.

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

The removal of the restrictions will not detrimentally affect nearby property.

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

The property has never been developed.

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

The proposed use will not substantially or permanently injure the appropriate use, visual quality or marketability of nearby property. It is unlikely that the use proposed will be noticeable to nearby property owners. While it is not necessary for the convenience or welfare of the public – given the topography and location, this type of use is likely to be the only one suitable on this property, unless large scale investments were to take place.

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

The proposed use will not increase the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

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

The proposed use conforms to the Master Plan.

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

Given the topography, if proper care was not taken in the construction of the structures and road it is possible there could be harm, however staff believes the proposed use will not cause environmental harm.

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

**a. *Water service***



Not available

**b. Sanitary sewer service**

Not available

**c. Storm water control**

To be designed to meet city code

**d. Police**

Police service is provided by West Patrol, District #223

**e. Fire**

Fire service is provided by Fire District #4

**f. Transit**

Kansas City ATA does not provide transit service near this property.

**g. Schools**

Piper USD 203

**h. Streets**

Nelson Lane is in poor condition, but the existing road should be enough to accommodate a single family use and emergency vehicles

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

The proposed use will have a minimal impact on the community.

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

The proposed use is capable of meeting applicable ordinance requirements.

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

There will not be a large, noticeable impact on public health, safety, or welfare as a result of this application either way. Conversely, if denied, the applicant would have to either scale down his proposal or seek a different piece of land.

**13. Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.**

Erosion is probably the biggest issue on this site given the topography.

***14. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.***

As stated in item 9, Nelson Lane is in poor condition but is likely capable of handling the amount of traffic a low intensity use such as this would bring.

***15. Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.***

This should not be an issue. The proposed use is very light and will not result in dramatic changes to the natural state of the site.

***16. Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.***

Topography is one of the biggest challenges on this site

***17. Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.***

This should not be an issue.

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## **PREVIOUS ACTIONS**

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This site is currently listed as Lot 97 in the Final Plat of Highlands at Piper. The lot has remained undeveloped since the time it was platted.

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on January 30, 2017 at the Piper School District Bus Transportation Building. There were seven people in attendance, including the applicant. According to the meeting minutes there was no opposition.

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## **KEY ISSUES**

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KDOT Restriction/Access to the Site  
Site Plan  
Utilities

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## PLANNING COMMISSION RECOMMENDATION

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Change of Zone Application #3131, subject to:

### Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Unified Government Board of Commissioners meeting. The property will not be officially rezoned until the ordinance is published in the *Wyandotte Echo*.
2. Building permits are required for any detached accessory building larger than 120 square feet.
3. Sec.27-452(2) states that buildings, pens or other structures devoted to agricultural use shall be located at least 100 feet from any street or property line.
4. Please provide documentation showing where structures are to be on the property and the distance between them and the property line. Photographs would be helpful in addition to a site plan.

Applicant Response: See preliminary attached drawing. Distances will be determined at a later date.

5. Please provide a step-by-step outline of your plan to improve and prepare the property for your purposes.

Applicant Response: I plan to clear a path to construct a driveway onto the property and then construct a barn for storage while continuing to clear enough to eventually build a house on the land.

6. There is currently no access to utilities on this property, please provide a plan for how you will acquire water, electricity and sewer.

Applicant Response: I plan to drill a well for water source with a cistern as a holding tank. I have spoken with BPU and power is available. I will need to install a septic tank with lateral lines.

Staff Response: Applicant must hook up to city water supply

7. Provide a list of what type of livestock you will have on the property and how many animals there will be.

Applicant Response: Cows 2-3 head

8. Please provide an outline with details about the intended size of both the house and the workshop. Further, please provide a brief outline of what kind of work will be done in the workshop.

**Applicant Response:** The house will be a 1500-2000 sq. ft. ranch. The barn will be somewhere around 1800 sq. ft. The barn will be used for tool and equipment storage during the clearing of the land and construction. After that, it will be continued use for storage and any other tools, equipment and feed that need to remain dry.

**Staff Response:** This is allowed only for agricultural purposes.

9. There is a KDOT permanent ROW easement along Nelson Lane and the Highlands at Piper is not currently platted to allow access via their streets. One or the other of these issues will need to be resolved in order for proper access to street right of way.

**Applicant Response:** I have attempted to contact KDOT with no success yet. When I initially met with Planning and Zoning, I was told that they were going to assist me with KDOT in obtaining a single drive entrance off of Nelson Lane.

**Staff Response:** This issue has been resolved.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
- 1) None
- B) Items that are conditions of approval (stipulations):
- 1) The applicant shall record the KDOT letter dated 4/5/17 regarding KDOT's no interest in access control for Nelson Lane with the Wyandotte County Register of Deeds, prior to construction permit acquisition.
  - 2) The County Surveyor makes separate technical review of the plat, and submits comments directly to the preparer of the plat. Provide revised plat in accordance with County Surveyor comments.
  - 3) The approved plat shall be recorded with the Register of Deeds prior to a construction permit.
  - 4) The applicant shall obtain a driveway and land disturbance permit from Public Works prior to a building permit.
  - 5) The owner will need to submit a copy of the septic system permit approval from Wyandotte County Health department, including attachments and the approved plan, prior to a building permit.
  - 6) Construction plans shall meet UG standards and criteria, and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

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## STAFF COMMENTS AND SUGGESTIONS

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The staff concurs with the recommendation of the City Planning Commission.

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## STAFF RECOMMENDATION

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #3131, subject to all comments and suggestions outlined in this staff report.

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## ATTACHMENTS

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June 12, 2017 City Planning Commission Minutes  
Parcel Map  
Contour Map  
Aerial Photograph  
Excerpt from Highlands at Piper Final Plat  
Conservation District Best Practices Suggestions  
KDOT Response Letter  
Initial Site Plan  
Proposed Final Plat Drawing

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## REVIEW OF INFORMATION AND SCHEDULE

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| <u>Action</u>  | <u>Planning Commission</u> | <u>Board of Commissioners</u> |
|----------------|----------------------------|-------------------------------|
| Public Hearing | June 12, 2017              | June 29, 2017                 |
| Rezoning       | Approval                   |                               |

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**STAFF CONTACT:** Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #3131 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

**OR**

I move the Unified Government Board of Commissioners **DENY** Petition #3131 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

**JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

**CHANGE OF ZONE APPLICATION #3131 – MICHAEL J. RONNEBAUM –**

**SYNOPSIS:** Change of Zone from R-1 Single Family District to A-G Agriculture District for cattle and hay at 10128 Nelson Lane

**RONNEBAUM ACRES – SYNOPSIS:** Final Plat for one (1) lot at 10128 Nelson Lane

**Detailed Outline of Requested Action:** The applicant, Michael Ronnebaum, wants to rezone a 16.31 acre property at 10128 Nelson Lane from R-1 Single Family District to A-G Agriculture District in order to have a limited amount of livestock, build a barn, and eventually a residence on the property. The applicant has also applied for a final plat of the parcel in order to remove a previously existing restriction.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

During the presentation of the applicant a question arose as to whether or not the applicant would be required to hook up to sewers for his new construction as the owner has stated that it could be 1 to 2 years before the sewers are available. Director Richardson requested that the item be tabled until after the next application so staff can find the answer to the question. (Commission voted unanimously to table this item until after the next application 52:45.) The Commission resumed this hearing at: 1:29:40

**Present in Support:**

- ❖ Mr. Michael Ronnebaum, applicant, 16212 Eisenhower Road, Leavenworth, KS 66048

**Present in Opposition:**

❖ No one appeared

**Staff Recommendation Starts: 1:29:40** Director Richardson stated that when the Commission tabled this application the question was whether a well for water was acceptable and the only guidance he found was in the master plan and even in a rural level of development it suggests that you should have city water services for that level of development. He did not find a specific code requirement that said city water for this type of development; he thinks that it was assumed. He stated that the staff's recommendation is that they would need to have city water. He showed the Commission where there would be a water main with easements. He stated that Pinnacle's next phase has been filed; they want to convert another section to townhomes. Once they do that then the next phase would be the single family (he showed the area on the map and showed where the road would be located.) He stated that he can meet with the applicant and discuss the plans with him. The staff recommends approval subject to the stipulations in the staff report.

**Motion and Vote Starts: 1:33:41**

On motion by Ms. Pauley, seconded by Ms. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3131:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to recommend APPROVAL Passed: 5 to 0**

**Subject to:**

**Urban Planning and Land Use Comments:**

- 1. Subject to approval, a \$50.00 ordinance publication fee is due immediately following the Unified Government Board of Commissioners meeting. The property will not be officially rezoned until the ordinance is published in the *Wyandotte Echo*.**
- 2. Building permits are required for any detached accessory building larger than 120 square feet.**
- 3. Sec.27-452(2) states that buildings, pens or other structures devoted to agricultural use shall be located at least 100 feet from any street or**

property line.

4. Please provide documentation showing where structures are to be on the property and the distance between them and the property line. Photographs would be helpful in addition to a site plan.

Applicant Response: See preliminary attached drawing. Distances will be determined at a later date.

5. Please provide a step-by-step outline of your plan to improve and prepare the property for your purposes.

Applicant Response: I plan to clear a path to construct a driveway onto the property and then construct a barn for storage while continuing to clear enough to eventually build a house on the land.

6. There is currently no access to utilities on this property, please provide a plan for how you will acquire water, electricity and sewer.

Applicant Response: I plan to drill a well for water source with a cistern as a holding tank. I have spoken with BPU and power is available. I will need to install a septic tank with lateral lines.

Staff Response: Applicant must hook up to city water supply

7. Provide a list of what type of livestock you will have on the property and how many animals there will be.

Applicant Response: Cows 2-3 head

8. Please provide an outline with details about the intended size of both the house and the workshop. Further, please provide a brief outline of what kind of work will be done in the workshop.

Applicant Response: The house will be a 1500-2000 sq. ft. ranch. The barn will be somewhere around 1800 sq. ft. The barn will be used for tool and equipment storage during the clearing of the land and construction. After that, it will be continued use for storage and any other tools, equipment and feed that need to remain dry.

Staff Response: This is allowed only for agricultural purposes.

9. There is a KDOT permanent ROW easement along Nelson Lane and the Highlands at Piper is not currently platted to allow access via their streets. One or the other of these issues will need to be resolved in order for proper access to street right of way.



**Applicant Response:** I have attempted to contact KDOT with no success yet. When I initially met with Planning and Zoning, I was told that they were going to assist me with KDOT in obtaining a single drive entrance off of Nelson Lane.

**Staff Response:** This issue has been resolved.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) The applicant shall record the KDOT letter dated 4/5/17 regarding KDOT's no interest in access control for Nelson Lane with the Wyandotte County Register of Deeds, prior to construction permit acquisition.
  - 2) The County Surveyor makes separate technical review of the plat, and submits comments directly to the preparer of the plat. Provide revised plat in accordance with County Surveyor comments.
  - 3) The approved plat shall be recorded with the Register of Deeds prior to a construction permit.
  - 4) The applicant shall obtain a driveway and land disturbance permit from Public Works prior to a building permit.
  - 5) The owner will need to submit a copy of the septic system permit approval from Wyandotte County Health department, including attachments and the approved plan, prior to a building permit.
  - 6) Construction plans shall meet UG standards and criteria, and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

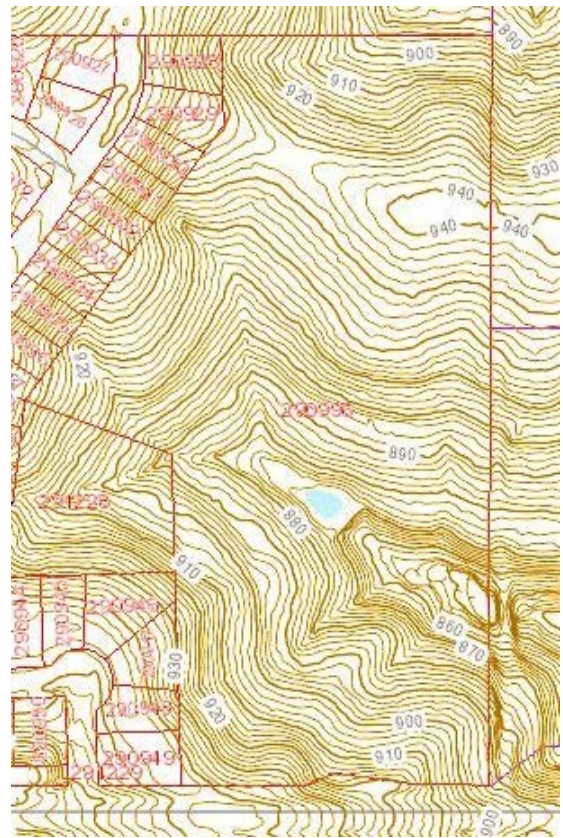
On motion by Mr. Carson, seconded by Ms. Jones, the Planning Commission voted as follows to **APPROVE Ronnebaum Acres:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to APPROVE Passed: 5 to 0**  
**Subject to the above stipulations**



Parcel Map



Contour Map



Aerial Map (Google)







The following Best Management Practices are recommended for this plat:

\* **Access Road** – Temporary entrance/exit pads should be constructed of a stone base design to provide a buffer area where construction vehicles can drop their mud to avoid transporting it onto public roads. See the *Protecting Water Quality Field Guide* pages 27-29 for Temporary Gravel Construction Entrance/Exit Pad.

\* **Dust Control** – Any combination of the following may be used to help reduce the dust and air pollution at a construction site; vegetative cover, sprinkling, barriers, street cleaning and mulching. See the *Protecting Water Quality Field Guide* pages 89-92 for Dust Control information.

\* **Critical Area Planting** - After final grade has been completed permanent vegetation will be established. See the *Protecting Water Quality Field Guide* pages 35-54 for Temporary, and Permanent Seeding.

\* **Filter Strips** – During development, strategic non disturbance of existing perennial grass vegetation can function as filter strips. See the *Protecting Water Quality Field Guide* pages 195-200 for Filter Strip.

\* **Silt Fences**- Temporary sediment barrier consisting of a geotextile fabric which is attached to supporting posts and trenched into the ground may be substituted for vegetative strips. Install on the contour, where fence can intercept runoff as a sheet flow; not located in crossing channels, waterways or other concentrated flow paths. See the *Protecting Water Quality Field Guide* pages 175-181 for Sediment Fence.

\* **Sediment Trap** -Temporary catch basins consisting of a row or more of entrenched and anchored straw bales can be utilized in minor swales with less than 2 acres of drainage. See the *Protecting Water Quality Field Guide* for Straw Bale Sediment Trap.

\* **Mulching** – Mulch can be applied to seeded areas to help establish plant cover. It can also be used in unseeded areas to protect against erosion over the winter or until final grading and shaping can be accomplished. See the *Protecting Water Quality Field Guide* pages 61-66 for Mulching.

\* **Precision Land Forming** – Keep disturbed areas small; open only the land that is minimally necessary to perform the intended construction activities; and only for the minimum duration of time necessary to complete construction. Permanent or temporary soil stabilization should be applied to denuded areas that will remain undisturbed for longer than 60 days.

\* **Sediment Basins** – This best management practice should be utilized in the natural concentrated flow areas to protect adjacent property and meet the National Pollution Discharge Elimination Systems Permit (NPDES). See the *Water Quality Field Guide* pages 201 – 208 for Temporary Sediment Trap and pages 209-216 for Sediment Basin.

Technical assistance is available from our office. Limitation maps, detail soils reports and a conservation plan can also be requested for this site from our office.

Conservation District Best Practices for this site

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Richard Carlson, Secretary  
Ronald J. Seltz, P.E., Director



Phone: 785-296-2270  
Hearing Impaired - 711  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>

Sam Brownback, Governor

April 5<sup>th</sup>, 2017

Robin H. Richardson, AICP  
Director of Planning  
Unified Government of Wyandotte County and Kansas City, Kansas

Re: Nelson Lane Access Control

Mr. Richardson:

This is to confirm that the Kansas Department of Transportation has no interest in the access control for Nelson Lane as depicted on the Final Plat of Highlands at Piper.

A handwritten signature in black ink, appearing to read "Ronald J. Seltz".

Ronald J. Seltz, P.E.  
Director of Engineering and Design



# PROPOSED PLOT PLAN

LOT 97, HIGHLANDS AT PIPER, KANSAS CITY,  
WYANDOTTE COUNTY, KANSAS.

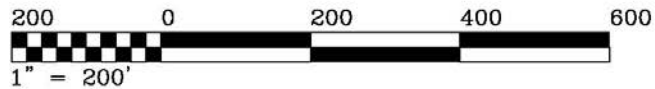
THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

PREPARED FOR:  
Mike Ronnebaum



Scale 1" = 200'

K-17-Ronnebaum  
January 29, 2017



This does not constitute  
a Boundary Survey.



Initial Site Plan





# Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners

**From:** City Staff

**Date:** June 29, 2017

**Re:** Change of Zone Petition #3142 and Master Plan Amendment #MP-2017-6

## GENERAL INFORMATION

**Applicant:**  
Alexis Rivera

**Status of Applicant:**  
Representative  
2000 North 67<sup>th</sup> Street  
Kansas City, KS

**Requested Actions:**  
Change of Zone from  
R-1 Single Family District to  
RP-4 Planned Garden  
Apartment District

Master Plan Amendment  
from Low Density Residential  
to Medium Density  
Residential

**Date of Application:**  
April 26, 2017





**Purpose:** The applicant is applying for a rezoning in order to use an existing residential structure as a four unit residential building.

**Property Location:** 2000 North 67<sup>th</sup> Street

**Existing Zoning:** R-1 Single Family Residential District

**Surrounding Zoning:**

|               |                                                                   |
|---------------|-------------------------------------------------------------------|
| <b>North:</b> | R-1 Single Family District                                        |
| <b>South:</b> | R-1 Single Family District and<br>RP-5 Planned Apartment District |
| <b>East:</b>  | R-1 Single Family District                                        |
| <b>West:</b>  | R-1 Single Family District                                        |

**Existing Uses:**

|               |                                                |
|---------------|------------------------------------------------|
| <b>North:</b> | Single Family Residence                        |
| <b>South:</b> | Single Family Residence and Apartment Building |
| <b>East:</b>  | Church                                         |
| <b>West:</b>  | Single Family Residences                       |

**Total Tract Size:** 1.72 Acres

**Master Plan Designation:** The City-Wide Master Plan designates this area as Low Density Residential District

**Major Street Plan:** The City-Wide Master Plan designates Parallel Parkway as a Class A Thoroughfare and 67<sup>th</sup> Street as a Collector Street.

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owners – May 18, 2017 and June 21, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## PROPOSAL

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*Detailed Outline of Requested Action:* This application has been submitted to use the existing residential structure at 2000 North 67<sup>th</sup> Avenue as a four unit residential building. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. In a letter dated October 19, 1998 (see attachment), the Director of Planning, Steve Speise, determined that this property is a legally nonconforming two family use. This letter also determined that a three-family use was not legally established. Today, this property could continue to be used as a two family use; however, additional units require a rezoning. The applicant has submitted this rezoning application in order to be able to use the property as a four unit residential structure.

City Ordinance Requirements:

Chapter 27 – Planning and Development

Article VI – Administration and Review Procedures

Rezoning – Conventional Districts, Section 27-210

Article VIII – Zoning

Division 2 – Administration and enforcement

Subdivision II. Nonconformities

Division 4 – District Regulations, Sections 27-452 – Sections 27-497

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**FACTORS TO BE CONSIDERED**

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***1. Neighborhood character.***

This is a residential neighborhood. The neighborhood is predominantly single family residences, but there are a number of duplexes in the neighborhood.

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

The proposed four unit structure is more intense than the surrounding properties.

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

The property is suitable for use as a two family residence. The removal of restrictions to allow a four family residence could have detrimental effects related to parking, traffic, noise, and the concentration of people.

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

This property has been used as a residence and has not been vacant.

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

The proposed use is not necessary for the convenience and welfare of the public, there are a number of housing choices in the area, however it could injure the appropriate use, visual quality, and marketability of nearby property.

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

The proposed use would not increase traffic to such extent that it would adversely affect road capacity. If off-street parking is provided according to code it will not create parking problems.

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

The proposed use does not conform to the City-Wide Master Plan. The City-Wide Master designates this area as single family residential. A Master Plan Amendment application has been submitted.

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

The proposed use will not cause environmental harm.

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

**a. Water service**

Existing

**b. Sanitary sewer service**

Existing

**c. Storm water control**

To be designed to city codes

**d. Police**

Police service is provided by West Patrol, District #444

**e. Fire**

Fire service is provided by District #4

**f. Transit**

There is no transit service in the area

**g. Schools**

Kansas City USD 500

**h. Streets**

See item #6 above

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

The economic impact of the proposed use is minimal.

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

The proposed use is capable of meeting all applicable ordinance requirements.

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

The relative gain to the public health, safety, and welfare are minimal. The property owner would continue to be able to use the property as a two-family residence if this application is denied.

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**NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 24, 2017. No one was in attendance at the neighborhood meeting, and no opposition was expressed.

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**KEY ISSUES**

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1. Number of Units
2. Parking
3. Parking Surface
4. Unit Layout
5. Accessory Structures

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**PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Master Plan Amendment #MP-2017-6.

The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Change of Zone Application #3142 **subject to inspection by the UG Building Inspection Department of any improvements that have been made to the property.**

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**STAFF COMMENTS AND SUGGESTIONS**

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The staff **does not** concur with the recommendation of the City Planning Commission.

**Urban Planning and Land Use Comments:**

**1. Number of Units**

How many units are proposed in the building? The application states four units, but it also says BPU installed three meters. Have you done work to convert the building into additional units?

**Applicant Response:**

I did not do any additional construction to the unit; once I bought it. I just cleaned up, general repairs and improvements that needed. The existing structure has been the same for the past 40 years.

**Staff Response:**

The floorplan submitted by the applicant shows three existing units. Applicant is request four units, which would result in the further dividing of the structure.

**2. Parking**

The number of parking spaces required is based on the number of bedrooms. Please confirm the number of bedrooms in each unit. One and one-half parking spaces shall be provided for each dwelling unit that has one bedroom or less. Two parking spaces shall be provided for each dwelling unit that has two bedrooms or more.

**Applicant Response:**

The parking spaces comply with the upstairs units, The basement unit has had a partial gravel driveway since it was built. The concrete will be finished in the basement unit to comply with the requirements.

**Staff Response:**

The current configuration of the structure in the floorplan requires six parking spaces. Four units would require six to eight parking spaces depending on the number of bedrooms in each unit. If the basement unit is divided into two one bedroom apartments, and the upstairs units are left as is, seven parking spaces would be required. The site plan currently shows six parking spaces.

**3. Parking Surface**

All parking and driveway surfaces must be paved in concrete or asphalt. All other surfaces must be landscaped with turf grass or other landscape material. Gravel areas are not allowed.

**4. Unit Layout**

Please provide a unit layout showing that all units meet the minimum area requirement of 380 square feet per unit.

**Applicant Response:**

The units comply with the measurement requirement for an R4 unit.

**Staff Response:**

The existing three units comply with the minimum area requirement, but it is unclear how the building would be divided into four units and whether all four units would meet the minimum area requirement.

**5. Accessory Structures**

The plot plan shows two sheds. Only one accessory structure is allowed in the R-2(B) and RP-4 districts. Please remove one of the accessory structures.

**Applicant Response:**

The extra shed will be removed to comply with the requirement.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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**STAFF CONCLUSION**

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The structure at 2000 North 67<sup>th</sup> Street is a legally nonconforming duplex, as established by Steve Speise, the director of planning, in his letter dated October 19, 1998. The property has had several valid rental licenses for two units. The applicant is applying to change the zone in order to use the property as four residential units. This use does not conform to the City-Wide Master Plan, which designates this area as the Low Density Residential District. This district allows single-family detached residences and discourages medium and high-density residences. Staff recommends denial of this petition due to these factors.

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**STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **DENIAL** of Petition **#3142** and **#MP-2017-6** subject to all comments and suggestions outlined in this staff report.

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**ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
Plot Plan  
Floorplan  
Applicant's response to comments  
Letter – Steve Speise nonconforming use decision

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**REVIEW OF INFORMATION AND SCHEDULE**

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| <u>Action</u>  | <u>Planning Commission</u> | <u>Board of Commissioners</u> |
|----------------|----------------------------|-------------------------------|
| Public Hearing | June 12, 2017              | June 29, 2017                 |
| Rezoning       | Approval                   |                               |
| Master Plan    | June 12, 2017              | June 29, 2017                 |
|                | Approval                   |                               |

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STAFF CONTACT: Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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### Master Plan Amendment:

I move the Unified Government Board of Commissioners **DENY** Petition #**MP-2017-6**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### OR

I move the Unified Government Board of Commissioners **APPROVE** Petition #**MP-2017-6** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

### Change of Zone:

I move the Unified Government Board of Commissioners **DENY** Petition #**3142**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### OR

I move the Unified Government Board of Commissioners **APPROVE** Petition #**3142** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 1:34:55**

**MASTER PLAN AMENDMENT #MP-2017-6 – ALEXIS RIVERA – SYNOPSIS:** Master Plan Amendment from Low Density Residential to Medium Density Residential at 2000 North 67<sup>th</sup> Street

**CHANGE OF ZONE APPLICATION #3142 – ALEXIS RIVERA – SYNOPSIS:** Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District for four multi-family units in one building at 2000 North 67<sup>th</sup> Street. Detailed Outline of Requested Action: This application has been submitted to use the existing residential structure at 2000 North 67<sup>th</sup> Avenue as a four unit residential building. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. In a letter dated October 19, 1998 (see attachment), the Director of Planning, Steve Speise, determined that this property is a legally nonconforming two family use. This letter also determined that a three-family use was not legally established. Today, this property could continue to be used as a two family use; however, additional units require a rezoning. The applicant has submitted this rezoning application in order to be able to use the property as a four unit residential structure.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

### **Present in Support:**

- ❖ Mr. Alexis Rivera, applicant, 2000 North 87<sup>th</sup> Street, Kansas City, Kansas
- ❖ Mr. Harold Stanton, 6711 Parallel Parkway, Kansas City, Kansas
- ❖ Ms. Abby Jones, 2000 North 87<sup>th</sup> Street, Kansas City, Kansas

### **Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 1:44:40** Director Richardson stated that on October 19, 1998 Steve Speise, the Director of Planning and Zoning at that time, made the

interpretation that two units had been legally established and any other units had not been legally established. Although it is a R-1 District two units were legally nonconforming and the other units that might exist are illegal non-conforming units. Following that letter in January of 2006 a local attorney, Ryan Denk, asked Mr. Speise to affirm that for his client, which he assumes was done. Unfortunately, the applicant has bought into a bad situation as these are illegal non-conforming uses. The staff cannot recommend approval for them and unfortunately for Mr. Rivera the time to appeal that decision has passed. The decision was made in 1998 and there was 30 days from that decision to appeal. It was not appealed to his knowledge and if it was, it was not successful. The applicant is left with the situation today that there are two (2) legal nonconforming units and any other units are not legally established. The applicant is requesting a change of zone and master plan amendment which would allow for multiple units at this location. This is a case where if the zoning was amended to R-4 all four units would be allowed and the master plan would need to be amended to medium density. He stated that he has empathy for the applicant but a change of ownership with a situation like this does not make it correct and the staff has to recommend denial for the reasons listed in the staff report. The applicant could have called the Rental Licensing Department and the Planning Department to check on the property. When these cases come up there are two ways to handle them, either through interpretation with an appeal or to change the zoning. When it is a single family neighborhood or duplex neighborhood, the staff has held that the neighborhood should maintain that status. The staff recommends denial.

The Commission asked for further clarification from the applicant concerning whether his family is living in the entire structure or if he is going to rent the units. Mr. Rivera stated that as soon as he purchased the property (2011) he got a rental license but some of his family did not like living in the area and he decided that he needed to rent it. He used the property as he purchased it. There are three meters on the property and he cannot get answers as to how they were placed there. His rental license is current and when he got the re-inspection these issues arose. He purchased the property as is. Ms. Abby Jones stated that their family lives in the basement part and the studio next to it is rental as are the two units above. Director Richardson stated that they obtained a rental license for two units – not two units and a living area (for their family.) If the Commission recommended approval of this application he would request Building Inspection to inspect the entire structure so the city could be assured that all the electrical, etc. were done accurately. There are no records as to how they were converted and if the electrical, gas, etc. were done correctly. It is a safety issue when the city does not know how units are converted. He stated that since the applicant has owned the property there are no building permits on file for any improvements. He does not know what the applicant has done and if the improvements needed permits. He does not know how the improvements were made and he is concerned about safety. There were building permits in 2005 and 2008 when it was licensed as a two family dwelling unit.

#### **Motion and Vote Starts: 2:00:25**

On motion by Mr. Mose, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2017-6:**

**Carson**

**Aye**

|           |             |
|-----------|-------------|
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

On motion by Ms. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3142 subject to inspection by the UG Building Inspection Department of any improvements that have been made to the property:**

|           |             |
|-----------|-------------|
| Carson    | Aye         |
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

# PLOT PLAN

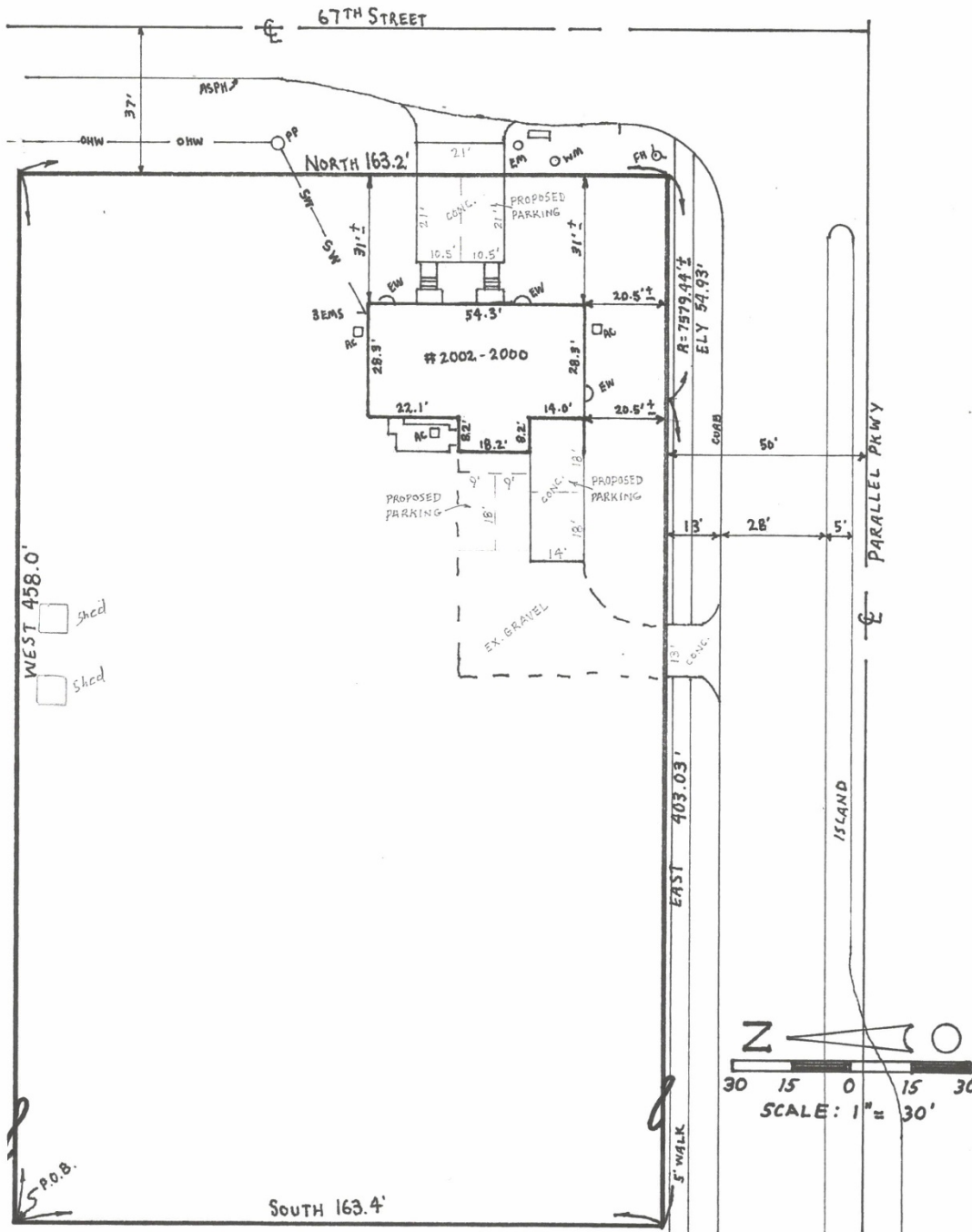
This Plot Plan should not be used to establish any fences, buildings, or other structures except as shown on this original copy.

This does not constitute a boundary survey. No property corners were set. This is a pre-construction Plot Plan only.

**ORDERED BY:** Alexis Rivera. **FOR:** 2000-2002 N. 67<sup>th</sup> Street; Kansas City, KS 66104

Job No. 17-40

**DESCRIPTION:** Beginning 2442 feet South and 824.9 feet East of the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 33, Township 10, Range 24, in Kansas City, Wyandotte County, Kansas; thence South 163.4 feet; thence East 403.03 feet; thence Easterly on a curve to the left 54.93 feet; thence North 163.2 feet; thence West 458 feet to the Point of Beginning.



**NOTES:** Legal description provided by client. All building locations  $\pm 0.5$  feet.

The intent of this Plot Plan is to show the location of existing improvements and proposed parking.

PP = Power Pole. WM = Water Meter. FH = Fire Hydrant. AC = Air Conditioner. EM = Egress Meter. EW = Egress Window.

OHW = Overhead Wires. SW = Service Wire.

Richard D. Moore Land Survey, Inc. (913) 334-3888  
7540 Leavenworth Rd. Kansas City, KS 66109

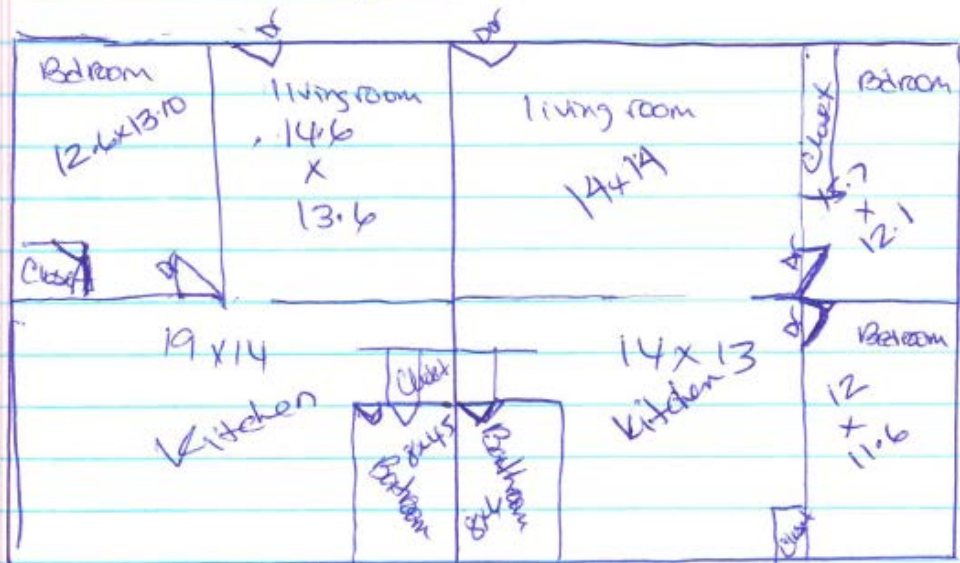
APRIL 10, 2017

Date

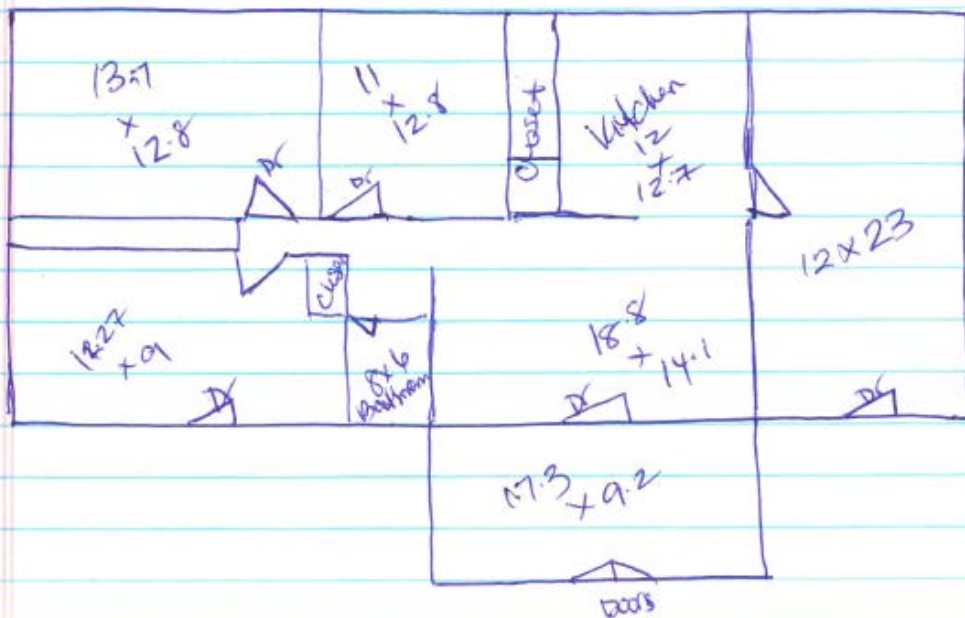
Richard D. Moore — L.S. 1394

Measurements for  
2000 N 67th St  
Alexis Rivera

## Duplex



## Basement



May 31,2017

COMMENTS AND SUGGESTION FOR URBAN PLANING AND LAND USE:

- 1) I did not do any additional construction to the unit ; once I bought it.  
I just cleaned up, general repairs and improvements that needed.  
The existing structure has been the same for the past 40 years.
- 2) The parking spaces comply with the upstairs units. The basement unit  
has had a partial gravel driveway since it was built. The concrete will  
be finished in the basement unit to comply with the requirements.
- 3)The units comply with the measerement requirement for an R4 unit.
- 4)The extra shed will be removed to comply with the requirement.

Alexis Rivera  
2000 N 67 St.  
Kansas City, Ks. 66104





DEPARTMENT OF DEVELOPMENT  
701 NORTH SEVENTH STREET  
KANSAS CITY, KANSAS 66101



PLANNING AND ZONING  
913/573-5750 FAX 913/573-5745

October 19, 1998

Ms. Vicky Maxwell  
16160 174<sup>th</sup> St.  
Bonner Springs, KS 66012

Dear Ms. Maxwell:

I have reviewed the history of us of the property at 2000 N. 67<sup>th</sup> St. This history is based primarily on appraisal records. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. Thus, it is my opinion that the two of the dwelling units clearly constitute a legally nonconforming use. I would be able to approve a rental license with respect to zoning for two dwelling units.

Please understand that there can be other rental licensing issues. The rental license inspectors have indicated to me that basement dwelling units are prone to code problems with respect to ceiling height, egress, and natural light. These, in some cases, cannot be remedied at a reasonable cost. Thus, it may be a good idea to ask for an inspection to determine if there are any problems.

In contrast, it is my opinion that three family use was not legally established. Thus, you will have to pursue a zoning approval process for any third unit that you wish to maintain. Obviously, you could apply to rezone the property for apartment use. This may be possible, but I would not encourage it, because it sets a pattern that is difficult to change. An alternative procedure has been established and I have attached the ordinance that sets it out. The Nonconforming Use Permit as set out under 1.iii on pages 3 and 4 is the relevant portion. Obviously, this procedure does have possible pitfalls, and it may or may not be approved.

Please let me know when you decide what to do.

Sincerely,

Steve Speise  
Director of Planning and Zoning

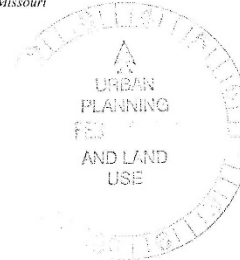
Attachments

CHARLES A. GETTO\*  
 FREDERICK J. GREENBAUM\*\*  
 LAWRENCE D. GREENBAUM\*\*  
 JOHN DAVID JURCYK\*  
 DOUGLAS M. GREENWALD\*  
 DANIEL F. CHURCH\*  
 ANTON C. ANDERSEN\*  
 GREGORY D. WORTH\*  
 DERYL W. WYNN\*  
 CLIFFORD K. STUBBS\*\*  
 CARL A. GALLAGHER\*  
 ERIC T. LANHAM\*  
 STEPHEN A. McMANUS\*\*  
 GREGORY P. GOHEEN\*  
 BYRON A. BOWLES, JR\*\*  
 DAVID F. MENGHINI\*  
 JOSEPH W. HEMMERGER\*\*  
 RYAN B. DENK\*\*  
 JOHN R. EMERSON\*\*  
 CHRISTOPHER E. PATT\*  
 REB S. HIGHLANDER\*  
 GEORGE D. HALPER\*\*  
 PATRICIA L. MUSICK\*

# MCANANY, VAN CLEAVE & PHILLIPS, P.A.

*Attorneys at Law Since 1901*

\*Admitted in Kansas    ☐ Admitted in Illinois    + Admitted in Missouri



THOMAS J. WALSH\*\*  
 ELIZABETH REID DUTSON\*\*  
 ROBERT J. WONSHEL\*\*  
 JAMES P. WOLF\*\*  
 RACHEL R. BROWN\*  
 SHELLEY A. WILSON\*  
 SAMANTHA N. BENJAMIN\*  
 JASON J. MONTGOMERY\*  
 BRIAN J. ZICKFOOSE\*  
 TIMOTHY C. GAARDER\*\*  
 GREGORY T. COOK\*  
 BROOKE L. GRANT\*  
 LISA MARIE HENDERSON\*  
 MATTHEW E. PELIKAN\*  
 COUNSEL:  
 FRANK D. MENGHINI\*  
 ROBERT D. BENJAMIN\*\*  
 WALTER J. KENNEDY\*\*  
 ROSEMARY PODREBARAC\*\*  
 JAMES R. GOHEEN 1942-1994  
 DANIEL B. DENK 1943-2003

January 31, 2006

Mr. Steve Spiese  
 Director of Planning  
 Unified Government Wyandotte County/  
 Kansas City, Kansas City Hall  
 701 North 7th Street  
 Kansas City, Kansas 66101

RE: John Whitfield &  
 Property address 2000 N. 67<sup>th</sup> Street, Kansas City, Kansas 66104  
 MVP No.: 4340.00000

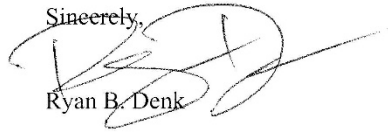
Dear Steve:

As a follow-up to my previous telephone message to you, I am requesting that you draft a letter to the current property owner of 2000 N. 67<sup>th</sup> Street, Kansas City, Kansas 66104, John Whitfield, which says substantially the same thing as was stated in your October 19, 1998 letter to Vicky Maxwell, the previous owner to Mr. Whitfield. Specifically, Mr. Whitfield is having some difficulty in getting the property re-financed as the property is currently zoned R-1, single family use. Specifically, we would request that your letter state that the history of the property at 2000 N. 67<sup>th</sup> Street is that such property was zoned "D", which defined under the 1966 Municipal Ordinance 27-79.1 as a two family district. It additionally requests that this letter state that this "D" district classification allowed for two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least ten feet, which the property in question has. Therefore, according to your opinion the two family dwelling units at 2000 N. 67<sup>th</sup> Street clearly constitute a legal non-conforming use. Accordingly, two dwelling units upon this property is a permitted use to which the Unified Government does not contest. If you could please make this letter addressed to John Whitfield, P.O. Box 12100, Kansas City, Kansas 66112, it would be greatly appreciated. If you have any questions or concerns regarding the issuance of this letter, please feel free to contact me.

{K0269869.DOC; 1}  
 707 Minnesota Avenue, Fourth Floor - P.O. Box 171300 - Kansas City, Kansas 66117 - (913) 371-3838 - Fax (913) 371-4722  
**KANSAS CITY - ST. LOUIS - ROELAND PARK**

January 31, 2006  
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan B. Denk", with a large, stylized "D" and a long horizontal stroke extending to the right.

Ryan B. Denk

RBD/djm

cc: John Whitfield

{K0269869.DOC; 1}



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-21

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### GENERAL INFORMATION

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**Applicant:**  
Terry Williams

**Status of Applicant:**  
Representative  
ReEntry Development, LLC  
201 Bunting Drive  
Mandeville, LA 70448

**Requested Action:**  
Approval of a special use permit

**Date of Application:**  
February 24, 2017

**Purpose:**  
The applicant has applied for a special use permit for a correctional facility to operate a federal reentry program housing 85 individuals

**Property Location:**  
925 Sunshine Road



**Existing Zoning:** M-3 Heavy Industrial District

**Existing Surrounding Zoning:** **North:** M-3 Heavy Industrial District  
**South:** M-3 Heavy Industrial District and Union Pacific  
Railway Right of Way  
**East:** M-3 Heavy Industrial District  
**West:** M-3 Heavy Industrial District

**Existing Uses:** **North:** Industrial Uses  
**South:** Industrial Uses  
**East:** Industrial Uses  
**West:** Industrial Uses

**Total Tract Size:** 1.41 acres

**Master Plan Designation:** The City-Wide Master Plan designates this property as Employment/Industrial District.

**Major Street Plan:** The City-Wide Master Plan designates Sunshine Road as a Class B Thoroughfare. K-5 is listed as a freeway/expressway in the City-wide Master Plan south of Sunshine Road and McCormick Road is listed as a Class B Thoroughfare north of Sunshine Road.

**Advertisement:** The Wyandotte Echo – March 16, 2017  
Letters to Property Owner – March 18, 2017 and June 21, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** There were 11 people present in opposition at the June 12, 2017 City Planning Commission meeting. A letter in opposition from the Fairfax Industrial Association is attached.

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## **PROPOSAL**

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*Detailed Outline of Requested Action:* The applicant, Terry Williams with ReEntry Development, LLC, is requesting a special use permit to operate a federal reentry program housing 85 prisoners and 25 staff members providing around the clock security and administration. Approximately ten staff members would be present at any given time. The purpose of the facility is to allow prisoners to seek employment opportunities and services during the end of their sentence in order to ease reentry into society. It would be a private facility operated under contract with the Federal Bureau of Prisons. The facility will retain custody of the prisoners, who will be required to check in and out of the facility for job interviews, employment activities, and other approved activities.

*City Ordinance Requirements:*

Chapter 27 – Planning and Development  
Article VI – Administration and Review Procedures  
Special Use Permit, Section 27-214

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## **FACTORS TO BE CONSIDERED**

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***1. The Character of the Neighborhood.***

This property is in the Fairfax area, which is industrial in nature.

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

The proposed use may create compatibility issues with nearby property if people are residing in an industrial area. Industrial uses may create nuisances such as noise, odors, and other issues that would not be compatible with a use that involves people residing at this property.

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

This property is suitable for industrial uses. Removal of the restrictions would not detrimentally affect nearby property.

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

This building was previously occupied by Industries for the Blind, which began operating at this property in 1999. It is unknown how long the property has remained vacant.

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

The Master Plan designates this area as Employment/Industrial District. The City-Wide Master Plan does not address correctional facilities.

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

The proposed use may increase vehicular traffic and parking. See staff comments and suggestions for more information. Traffic issues are mitigated by the presence of a KCATA bus stop providing hourly transit service in the immediate vicinity. It is assumed that most of the prisoners will not have a car and will use transit or other transportation services to reach their destinations. According to the applicant's experience at other facilities, 20-25% of the residents will drive a car, but may be as high as 35%.

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

The proposed use will increase the welfare of the public by easing the transition back into society for prisoners at the end of their sentence and reducing recidivism. Because it is located in a heavy industrial district, there is limited opportunity for the proposed use to injure the appropriate use, visual quality, or marketability of adjoining property.

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

The proposed use will not produce noise, vibration, dust, or illumination that would create problems for near-by property.

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

The proposed use will not pollute the air, land or water.

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

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

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

The gain to the public health, safety, and welfare is related to the reduction in recidivism that may result from the services provided by this facility.

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

This proposed use would result in a high concentration of people. Traffic, parking and other issues may need further exploration with staff. See staff comments and suggestions for more information.

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## **PREVIOUS ACTIONS**

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None

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on April 24, 2017. Approximately 20 people attended the neighborhood meeting. The main concerns voiced during the meeting

related to the potential for the increase in crime. See the attached neighborhood meeting minutes for how this issue was addressed and other questions that were discussed during the meeting.

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## **KEY ISSUES**

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Preliminary and Final Development Plan Required  
Parking  
Landscape Requirements

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-21, **with the strict adherence to the staff stipulations:**

### **Urban Planning and Land Use Comments:**

1. In the business narrative, it is mentioned that sanctions will be issued if an individual is tardy or truant. Please clarify those proposed sanctions.

#### **Applicant Response:**

Sanctions are given in the event a resident breaks the rules. These sanctions can be anything from extra cleaning duty to removal from the facility and returned to the institution depending on the severity of the violation.

2. **Preliminary and Final Development Plan Required**

Special use permits require that a preliminary and final development plan be submitted and approved by the City Planning Commission and Board of Commissioners. If you submit a preliminary development plan with this application, you will be required to submit a final development plan for review following approval of the preliminary plan. You may also submit a final development plan with this application and the preliminary and final development plans will be reviewed simultaneously. See Section 27-212 – Development Plan for requirements of preliminary and final development plans. Please complete your application by submitting a preliminary or final development plan.

**Staff Comment:** See attached development plan. Because building permits are not required for the proposed site improvements, this development plan will serve as a final development plan.

3. **Parking**

With a building area of 22,689 square feet, this use requires 43 parking spaces. Please indicate on the development plan how the site will accommodate 43 parking spaces. Parking spaces must meet the dimensional requirements outlined in Section 27-669, and each car must be in an individually marked space.



**Staff Comment:** The development plan meets the parking requirement.

**4. Landscape Requirements**

With a site area of 61,242 square feet, four (4) trees are required to meet the landscape and screening standards. Trash containers must be kept directly alongside the building and in a well-kept manner. Please submit a landscape plan showing how these landscape requirements will be met on the site.

**Staff Comment:** The development plan meets the landscape requirement.

**5. Please explain how these facilities coexist with their neighbors. What issues should we anticipate? Is there an increase in crime?**

**Applicant Response:**

In our Little Rock location, our facility is located in a residential neighborhood and is surrounded by other programs such as Integrity, Easter Seals and Unity Baptist Church. We work diligently to provide transparency in our operation, to add beauty to the area and to volunteer when our neighbors need us. As with any group setting, there may be an increase in ambulance and fire truck sightings as medical needs arise.

At no times are the residents allowed outside the facility unless they are going to work, church or any other approved location. Historically, in our other locations, there have been no increases in neighborhood crime due to our presence.

**6. Are visitors allowed?**

**Applicant Response:**

Visitors are allowed into the facility. A resident's family may visit him/her during specified visiting hours on the weekend. Special circumstances may arise when a resident is working on the weekend and may only see his/her family during the week. Therefore, with facility director approval, the visitation may take place during the resident's off hours.

- 7. No murderers
- 8. No crimes against children offenders
- 9. No sex or heinous offenders
- 10. Limit signage to one (1) over door sign described by the applicant
- 11. All male facility as noted by the applicant
- 12. Approval is for two (2) years

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None

C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

1) None

The proposed reentry program creates a social benefit by easing reentry of prisoners into society and reducing recidivism. The proposed site is suitable for this facility. It is located in an area with employment opportunities that are within walking distance, and it is directly adjacent to a bus stop (KCATA route 103) that provides service to the 7<sup>th</sup> and Minnesota Metrocenter and the 3<sup>rd</sup> and Grand Metrocenter in downtown Kansas City, Missouri. The facility is not within a residential neighborhood, which mitigates concerns related to safety and compatibility with residences. The applicant has experience operating these types of facilities in other locations.

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## STAFF COMMENTS AND SUGGESTIONS

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The staff concurs with the recommendation of the City Planning Commission.

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## STAFF RECOMMENDATION

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-21 subject to all comments and suggestions outlined in this staff report.

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## ATTACHMENTS

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June 12, 2017 City Planning Commission Minutes  
Zoning Map  
Proposed Floor Plan  
Proposed Floor Plan (Detail)  
Site Map  
Site Survey  
Development Plan  
Site Photos  
Additional Information from Applicant  
Neighborhood Meeting Information  
Letter in Opposition from Fairfax Industrial Association

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## REVIEW OF INFORMATION AND SCHEDULE

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| Action         | Planning Commission | Unified Government Commission |
|----------------|---------------------|-------------------------------|
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Special Use    | Approval            |                               |

---

**STAFF CONTACT:** Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-21** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-21**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:

### Hearing Starts: 2:02:50

**SPECIAL USE PERMIT APPLICATION #SP-2017-21 – TERRY WILLIAMS WITH RE-ENTRY DEVELOPMENT INC. – SYNOPSIS:** Special Use Permit for a federal residential reentry program housing 85 individuals in transitional housing at 925 Sunshine Road. *Detailed Outline of Requested Action:* The applicant, Terry Williams with ReEntry Development, LLC, is requesting a special use permit to operate a federal reentry program housing 85 prisoners and 25 staff members providing around the clock security and administration. Approximately ten staff members would be present at any given time. The purpose of the facility is to allow prisoners to seek employment opportunities and services during the end of their sentence in order to ease reentry into society. It would be a private facility operated under contract with the Federal Bureau of Prisons. The facility will retain custody of the prisoners, who will be required to check in and out of the facility for job interviews, employment activities, and other approved activities.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;

6. The Notice in the Wyandotte Echo dated March 16, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

**Present in Support:**

- ❖ Ms. Terry Williams, applicant, 1400 South Garfield Street, Little Rock, AR 72204

A recess was taken from 2:23 to 2:30:05

- ❖ Ms. Tony Privitera, owner of 925 Sunshine Road, Kansas City, Kansas; He also is the owner of property at 800 Sunshine Road, 655 Sunshine Road, 3210 North 7<sup>th</sup> Street Trafficway, 889 Sunshine Road, 3100 North 7<sup>th</sup> Street, 3100 Fairfax Trafficway, 3200 Fairfax Trafficway, 3210 Fiberglass Road and 101 Kindelberger Road
- ❖ Ms. Deborah Foster, Doing Real Work, Inc.
- ❖ Mr. Charles Davis, Doing Real Work, Inc., 1863 North 40<sup>th</sup> Street, Kansas City, Kansas
- ❖ Mr. Alan Thomas, 14200 Parkside Drive, Little Rock, AR

**Present in Opposition:**

- ❖ There were 6 people present in opposition that did not speak
- ❖ Ms. Melissa Clark, Executive Director of Fairfax Industrial Association
- ❖ Mr. Steve Daily, General Manager of Fairfax Drainage District
- ❖ Ms. Lindsay Douglas, Director of Public Affairs for Union Pacific Railroad
- ❖ Mr. Marty Quinn, owner of Industrial Lumber and James A. Ross
- ❖ Mr. Joe Vaught, commercial real estate broker and property owner in Fairfax

**Staff Recommendation Starts: 3:12:10** Director Richardson stated that re-entry is a difficult topic but if you look at the statistics of the people that come back to this area, a lot of them are our citizens. That makes it difficult; how do you want them to come back. Do you want them dropped off in their prison clothes with \$20 or come back to a facility that will help them to reintegrate and be successful when they come back and not re-offend? It doesn't mean that this is necessarily the right location but he thinks that this type of facility is needed. If you compare it to the State release programs by the applicant's testimony, it is more successful. He stated that he would recommend approval and would like to add a couple of stipulations:

- #7 – No murderers
- #8 - No crimes again children offenders
- #9 – No sex or heinous offenders
- #10 – Limit signage to one (1) over door sign described by the applicant
- #11 – All male facility as noted by the applicant
- #12 – Approval is for two (2) years

### **Motion and Vote Starts: 3:13:50**

On motion by Ms. Jones, seconded by Mr. Mose, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2017-21 with the strict adherence to the staff stipulations:**

|           |             |
|-----------|-------------|
| Carson    | Aye         |
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

**Subject to:**

### **Urban Planning and Land Use Comments:**

1. In the business narrative, it is mentioned that sanctions will be issued if an individual is tardy or truant. Please clarify those proposed sanctions.

#### **Applicant Response:**

Sanctions are given in the event a resident breaks the rules. These sanctions can be anything from extra cleaning duty to removal from the facility and returned to the institution depending on the severity of the violation.

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**6. Are visitors allowed?**

**Applicant Response:**

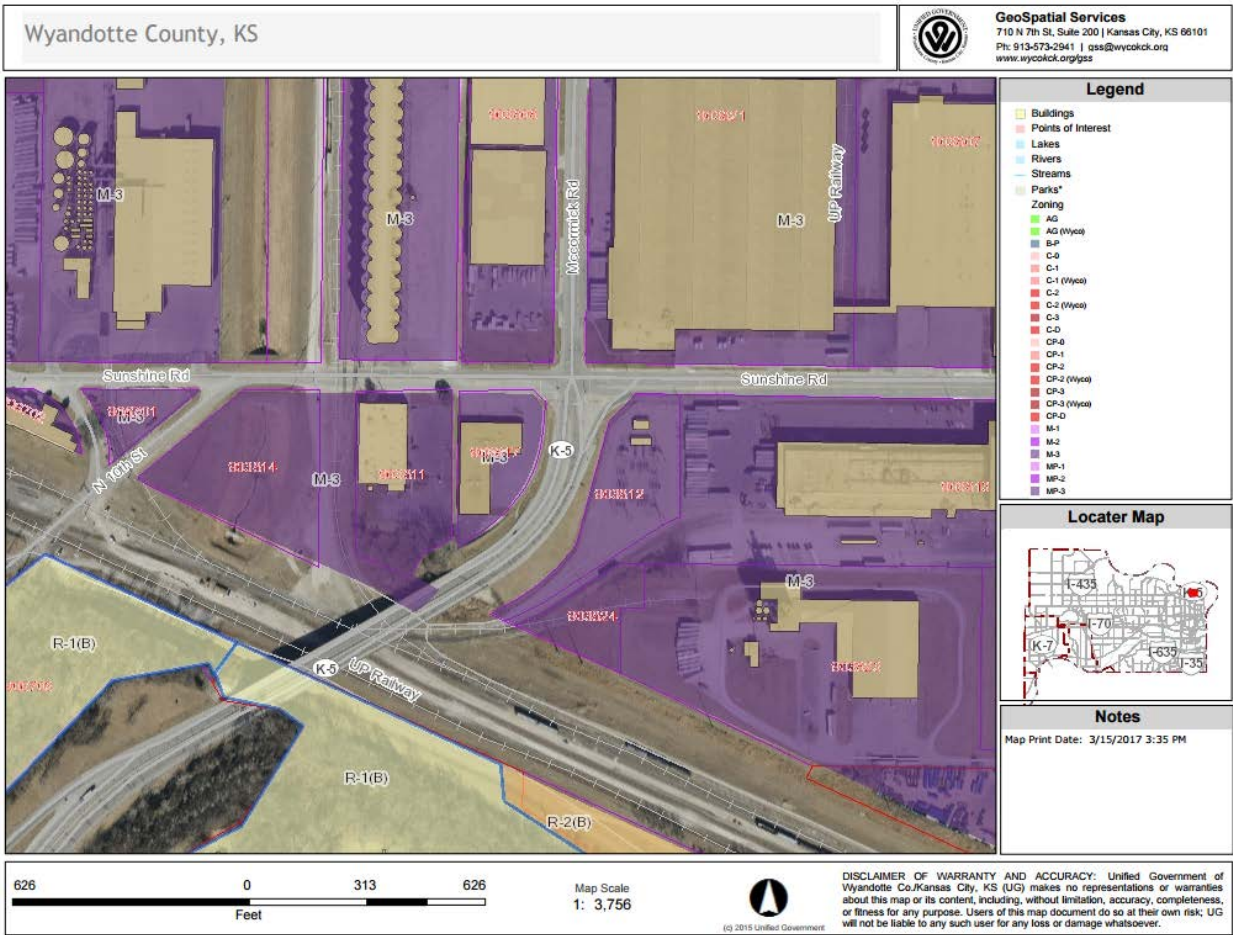
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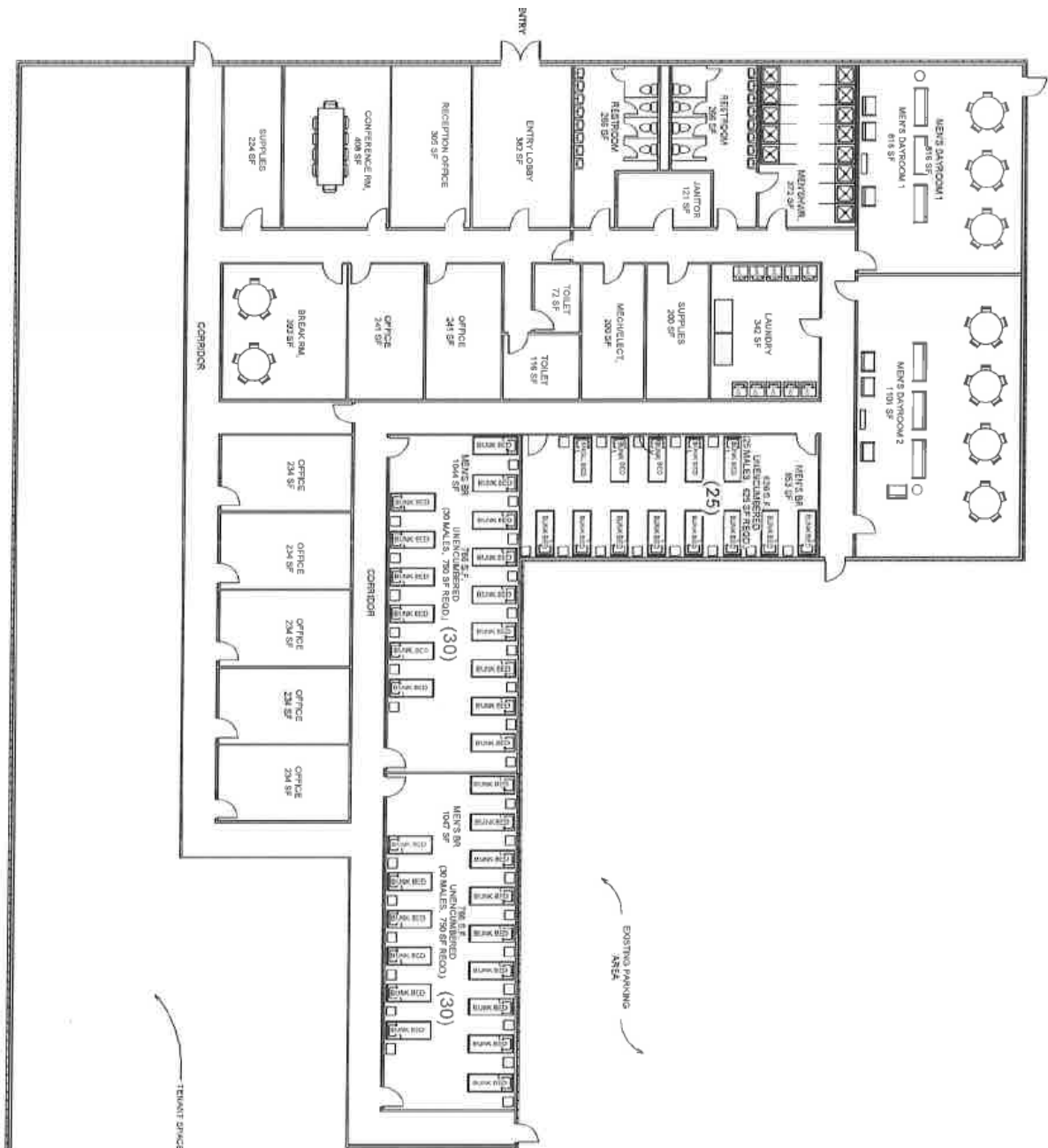
- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
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The proposed reentry program creates a social benefit by easing reentry of prisoners into society and reducing recidivism. The proposed site is suitable for this facility. It is located in an area with employment opportunities that are within walking distance, and it is directly adjacent to a bus stop (KCATA route 103) that provides service to the 7<sup>th</sup> and Minnesota Metrocenter and the 3<sup>rd</sup> and Grand Metrocenter in downtown Kansas City, Missouri. The facility is not within a residential neighborhood, which mitigates concerns related to safety and compatibility with residences. The applicant has experience operating these types of facilities in other locations. Based on these factors, staff recommends approval of this special use permit.

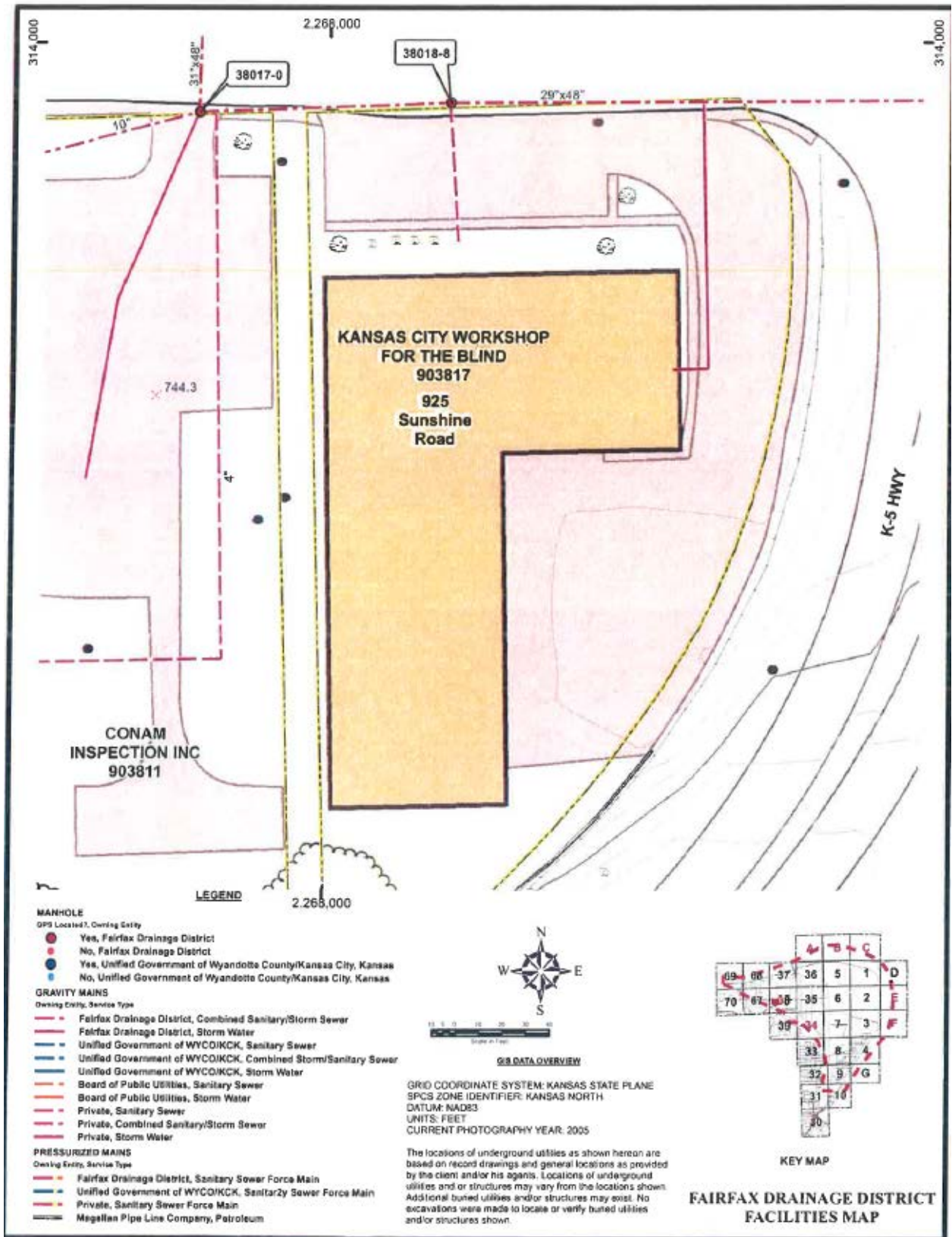








Proposed Floor Plan (Detail)



Site Map

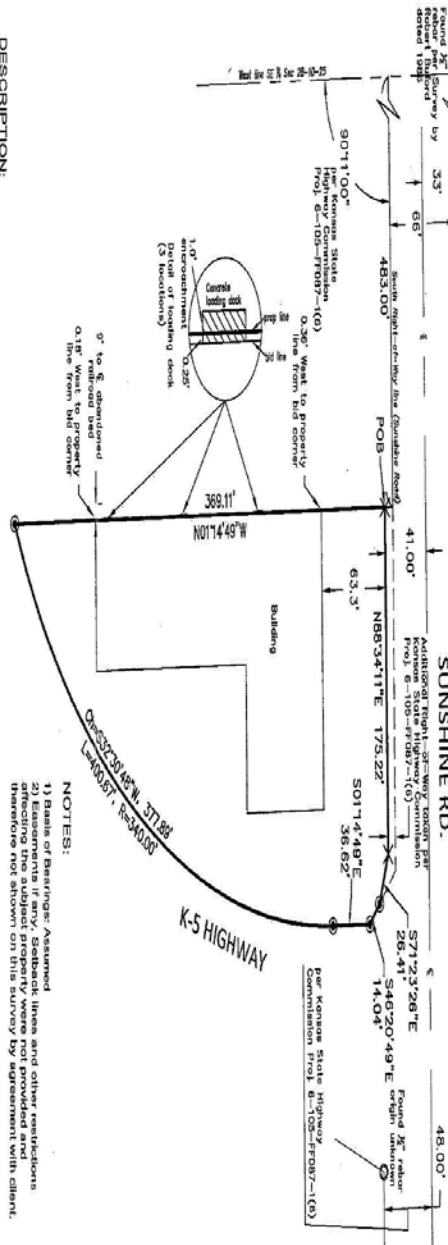
# CERTIFICATE OF SURVEY

DATE Oct 1, 2014

PROJECT NUMBER 14-5143

ORDERED BY Kansas Department of Administration

QUARTER SE SECTION 28 TWP. 10 RG. 25 COUNTY WYANDOTTE STATE KANSAS



## NOTES:

- 1) Basis of Bearings: Assumed
- 2) Bearings of lines and other monuments affecting the subject property were not provided and therefore not shown on this survey by agreement with client.

11 Basis of Bearings: Assumed

**DESCRIPTION:**  
A tract of land in the Southwest Quarter of the Southeast Quarter of Section 28, Township 10 South, Range 25 East of the 6th P.M., in Wyandotte County, Kansas described as follows:  
Beginning at a point 483.00 feet East of the West line of said Southeast Quarter and 41.00 feet South of the Center of Sunshine Road as shown on Kansas State Highway Commission of Kansas Right of Way Plans for Project 6-105-FR087-1(6); thence on an assumed bearing of North 88 degrees 34 minutes 11 seconds East a distance of 175.22 feet; thence South 71 degrees 23 minutes 26 seconds East a distance of 26.41 feet; thence South 46 degrees 20 minutes 49 seconds East a distance of 14.04 feet; thence South 01 degrees 14 minutes 48 seconds East a distance of 36.62 feet; thence South 01 degrees 14 minutes 48 seconds East a distance of 14.04 feet; thence South 34 degrees 30 minutes 48 seconds West a distance of 369.11 feet to the point of beginning.  
Said tract contains 59,050 square feet, (1.36 acres) of land more or less.

I hereby certify that this a true and accurate map of survey made under my direct supervision.

Date



0 80 160 Feet

## LEGEND

- IPS (IRON PIN SET) 1/2" x 24" W/CAP CLS 80
- IPF (IRON PIN FOUND AS NOTED)
- X PLUS CUT SET



Michael A. Adams, Surveyor, No. 1128

Cook Platt and Strobel Engineers, P.A.



Site Survey



















To Whom It May Concern:

The purpose of this correspondence is to inform you that Re-Entry Development, LLC has submitted an offer for a Residential Reentry Center (RRC) or "halfway house" services for federal offenders releasing to the Kansas City, KS area. The population of this facility will consist only of citizens of Kansas. This action is being taken in response to a request for proposal (RFP) issued by the Federal Bureau of Prisons (BOP). The BOP encourages full and open competition in the procurement of these services; consequently, other offerors may also be responding to this RFP.

Re-Entry Development, LLC was established for the purpose of providing a quality program and environment to help facilitate an individual's successful transition into the community from which they came. The typical resident is an offender who is in the latter stage of his or her incarceration. All releasing federal offenders will be considered for placement into the facility with the exception of crimes against children and crimes against children, murder, or offenses deemed by the court system to be of a heinous nature.

The top tier administration of ReEntry Development, LLC consists of Allen Tingle, CEO and General Contractor, David Hanson, Vice President and General Contractor, Troy Adams, Human Resource Specialist and Compliance Officer, Tab Abnet, Chief Financial Officer and myself, Terry Williams, Executive Director. The operators of Re-Entry Development, LLC have over 35 years of experience in housing federal and state re-entry residents at facilities located in Slidell, Louisiana, Monroe, Louisiana and Little Rock Arkansas. For the purpose of this contract we anticipate leasing a location at 925 Sunshine Road, Kansas City, KS 66115. The zoning of the property is M3, Manufacturing/Warehouse District. The property is zoned for use as a Residential Re-Entry Center with a conditional use permit, which we are seeking. Interior renovations will be necessary in order to serve the purpose as a re-entry center and we anticipate the renovations to be complete by 120 days or less from the awarding of the contract with a target date of September 30, 2017. These renovations will include providing additional restroom facilities, laundry rooms, office space and a classroom as well as recreational facilities at a cost of approximately \$150,000.

On site parking should accommodate approximately 20 resident vehicles and 10 staff members at any given time for a total of 30-31. Typically the percentage of people who drive may be as high as 35% of the population but normally averages 20-25%. These statistics are based upon our experience at our other facilities. Any resident who does not have driving privileges with no vehicle on site, will be allowed to utilize city transit and will be allowed to walk to the bus stop which is located less than one mile away from the proposed facility site.

The total term of the proposed contract is for a 1 year base period and 4 option years totaling 5 years. The estimated requirement specifies 85 beds for males and 0 beds for females for the contract term. These numbers reflect the BOP's best estimates of bed space needed at this time. Anticipated performance is to begin on October 1, 2017 with contract award approximately 120 days prior to that date.

The Bureau of Prisons has a long history of transferring offenders who are within a few months of release to a RRC for transitional programming. These offenders have often been removed from the community for an extended period of time. Sound correctional practice suggests that a RRC enhances public safety by offering offenders the opportunity to find employment, establish a residence, and re-enter the community through a structured, supportive environment.

The Bureau of Prisons takes its responsibility for contract oversight very seriously. Contract language establishes requirements for inmate accountability, programming, life safety, staffing, inmate discipline, urine and alcohol surveillance, and a variety of other areas. These requirements are closely monitored by Bureau of Prisons staff, which provide training and conduct both scheduled and unannounced on-site inspections.

Federal offenders at the RRC will come from two sources: offenders who are transferred from a prison to the RRC for pre-release programming, and offenders under the supervision of the U.S. Probation Office for whom residence at the RRC is a condition of supervision. Nationwide, the average RRC placement is six months of length, although longer/shorter placements are sometimes made.

One of the major keys to Re-Entry Development, LLC's continuing success is its focus on resident accountability. Residents are required to inform the facility where they will be at all times. Since Re-Entry Development, LLC is a work release program, federal residents are required to obtain and maintain full-time employment. The resident is subjected to physical as well as telephonic job checks. He is allotted reasonable commute time both to and from work. Should a resident be tardy for no

apparent or justifiable reason then sanctions are imposed. ReEntry Development employs a digital sign in/out program called Safe-Keep to maintain accountability in a way that decreases human error and keeps documentation on each resident such as employment, release plan, times in/out, medication, etc. "This program is a multi-user, professional grade accountability and facility management program. It utilizes the most up-to-date internet security to maintain complete accountability and record keeping. This program can be accessed anywhere worldwide to provide real time solutions and information for administrators. This program is hosted off-site and maintained by a team of network professionals to keep the information safe. Access is limited for different roles within the organization." For example, when a resident signs out of the facility, that information is immediately logged with the date, time, destination and a time limit is given for the resident to phone the facility to say he/she has arrived at their destination. If this resident does not call in a timely manner, an alert is given to security personnel via Safe-Keep to begin efforts to locate this individual. Alerts are given if a resident has not signed back into the facility at the required time as well as to remind residents to take their medicine, maintaining logs of hourly head counts, vehicle make and model (if the resident has earned driving privileges) and many other information details.

A federal resident is required to pay a percentage of his or her weekly earnings as subsistence. Should a resident have any outside obligations such as fines, court costs, restitution and/or child support payments, then a part of the remaining earnings goes towards satisfying those particular obligations. Residents are also required to maintain a savings account, which is inaccessible, until release, other than for approved purposes.

Upon arrival, residents are assigned a case manager who assists them in formulating a program plan that covers factors such as job placement, family reconciliation, short and long term goals, education aspirations, assessment of monies to be saved, and formulation of realistic and viable release plans. Program plans are constantly monitored for compliance such as mandatory attendance at social service meetings, i.e. AA/NA.

Residents are able to earn privileges such as passes to spend time with their families. Passes are closely regulated and suspended should a resident fail to comply with all the stringent requirements associated with obtaining passes. When residents return from passes, they are required to submit to alcohol and random drug testing. Failure of either test will subject a resident to harsh sanctions including the possibility

of immediate removal from the program and a return to secure custody. 17-20% of our residents will return to prison or to court due to some rule violation that can range from anything as serious as unaccountability to not obtaining/maintaining employment to failure of drug/alcohol tests. At no time will Re-Entry Development, LLC house anyone who has been convicted of a crime against children, murder, or offenses deemed by the court system to be of a heinous nature.

Re-Entry Development, LLC will also employ security staff with shifts around the clock to constantly monitor residents. Security staff conducts documented random searches of residents as well as their living areas. Residents are also required to clean their living areas as well as assist in the overall upkeep of the facility.

Staffing of this facility will consist of nine (9) administrative staff members: Facility Director, Social Services Coordinator, two (2) Home Confinement Coordinators, Employment Specialist, two (2) federal case managers and two (2) case manager assistants. Additionally, there will be around-the-clock security provided by 15 Residential Security Officers. Anticipated annual payroll will be approximately \$1.2 million. Expected income earned by residents is approximately \$2.5 million.

Re-Entry Development, LLC's mission is to aspire to provide a quality program for the Bureau of Prisons and individuals it houses, in addition to providing sound correctional techniques. Re-Entry Development, LLC views itself as a tool for individuals who are truly intent upon breaking down the barriers confronting them and successfully turning their lives around. Re-Entry Development, LLC believes in providing a quality environment and program that encourages quality performance from its residents. Re-Entry Development, LLC adheres to the principle, which advocates providing a positive example so as to increase the probability of obtaining positive results. Additionally, we believe that our residents should "give back" to their communities through volunteer efforts. Our residents have logged many hours volunteering at local animal shelters, feeding indigent senior citizens at Christmas and Thanksgiving, providing toys for the YWCA, cleaning local parks and setting up/breaking down fundraising events for local non-profits to name a few. We believe these efforts have contributed to our current success rate of 83% which is typical of Federal Bureau of Prisons Reentry programs.

Re-Entry Development, LLC further believes that its male and female residents, upon release, should return to being productive citizens and good neighbors. If Re-Entry Development, LLC only makes a difference in a small percentage of its residents, then it has made a huge difference in a child's life, hopefully ending the cycle of

incarceration associated with extended separation between parent and child as well as the negative effects of broken single parent homes. Re-Entry Development, LLC's mission, simply stated, is to make a difference one resident at a time.

I am sincerely grateful to you for taking your valued time to review this correspondence. I hope you have gained a little insight into what Re-Entry Development, LLC is trying to accomplish in this community, as well as the other communities in which Re-Entry Development, LLC is located.

I hope in the future you will take the time to visit our facility. The doors are always open and you will always be most welcome.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Williams".

Terry Williams  
Executive Director  
1400 S. Garfield St.  
Little Rock, AR 72204  
(501) 920-8684 (cell)  
(501) 615-1090 ext. 210 (Office)



# REENTRY DEVELOPMENT, LLC

| NAME                       | ADDRESS                                    | PHONE          |
|----------------------------|--------------------------------------------|----------------|
| David Thomas Powers        | 720 Kindleborg Rd                          | 816-935-1036   |
| Danny Grant/Holli Services | 601 Funston                                | 913-208-2745   |
| JOE VAUGHN                 | JOE@VAUGHTGROUP.COM                        | 913-634-4777   |
| Melissa Clark              | 3250 Brinkerhoff Rd                        | 913-915-2327   |
| Courtney Connor            | ccconnor@hpu.com<br>6742 River View Circle | 913-573-9578   |
| Tiffany Hollingsworth      | 801 Sunshine Road                          | 913-551-2243   |
| MARTIN QUINN               | 611 Stanley Rd                             | 816-719-2711   |
| Steve Dailley              | 1620 Fairview Trfy                         | (913)321-2260  |
| Zach Hagan                 | 801 Sunshine Rd KCK                        | 816-615-9565   |
| Doug Porter                | 3255 Harvester                             | 913-321-0111   |
| Denise Porter              | same?                                      | ↑              |
| RICK SIMON                 | 101 KINDEBERGER                            | 816-221-9700   |
| Rick Clark                 | 3250 Brinkerhoff                           | 913-621-7047   |
| Nancy Wolf                 | 400 Funston Rd                             | 913-281-4200   |
| Tracy Ellis                | 27 Stanley Rd                              | 913-221-1111   |
| John Brinkhoff             | 3200 McCormick                             |                |
| DOUG JAMES                 | 3225 HARVESTER RD                          | 816-472-5033   |
| John Latenser              | 555 Sunshine R                             | (913)-748-2212 |
| Bob Krieger                | 731 West 7th St                            | 913-206-5621   |
|                            |                                            |                |
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Harlan  
corp  
col





April 24, 2017

ReEntry Development, LLC Neighborhood  
925 Sunshine Rd, Kansas City, KS  
Petition #: SP-2017-21  
Meeting was called to order at 5:00pm.  
Terry Williams moderated the meeting

1. Introduction of ReEntry Development Key Staff Members Present.
  - a. Terry Williams, Executive Director
  - b. Allen Tingle, President
  - c. David Hanson, Vice President
  - d. Troy Adams, Human Resources, Contracting
2. Description of attached Power Point Presentation that describes the 40+ years of experience the staff have in the residential corrections area.
  - a. Building to house 85 male residents and 42 Residents on Home confinement that will be monitored by electronic monitoring. At no time will there be more than 85 residents housed at the facility.
  - b. An Estimated 27 full time staff members will be hired in order to provide 24 hour security, case management and counseling staff.
  - c. Safety of our residents and community is our primary concern. We will account for the residents 24 hours a day.
  - d. Residents will not be allowed to hang outside the facility.
  - e. Every time they enter the facility, they are alcohol tested. Residents are drug tested once a week.
  - f. Residents must have a job within first 15 days or will face sanctions.
  - g. Residents are allowed to go to work, seek work or church. Residents that complete portions of the program are allowed to go home for weekends.
  - h. Residents that are transitioning well will be allowed to be placed on Home Confinement, where electronic monitoring along with phone call checks monitors them.

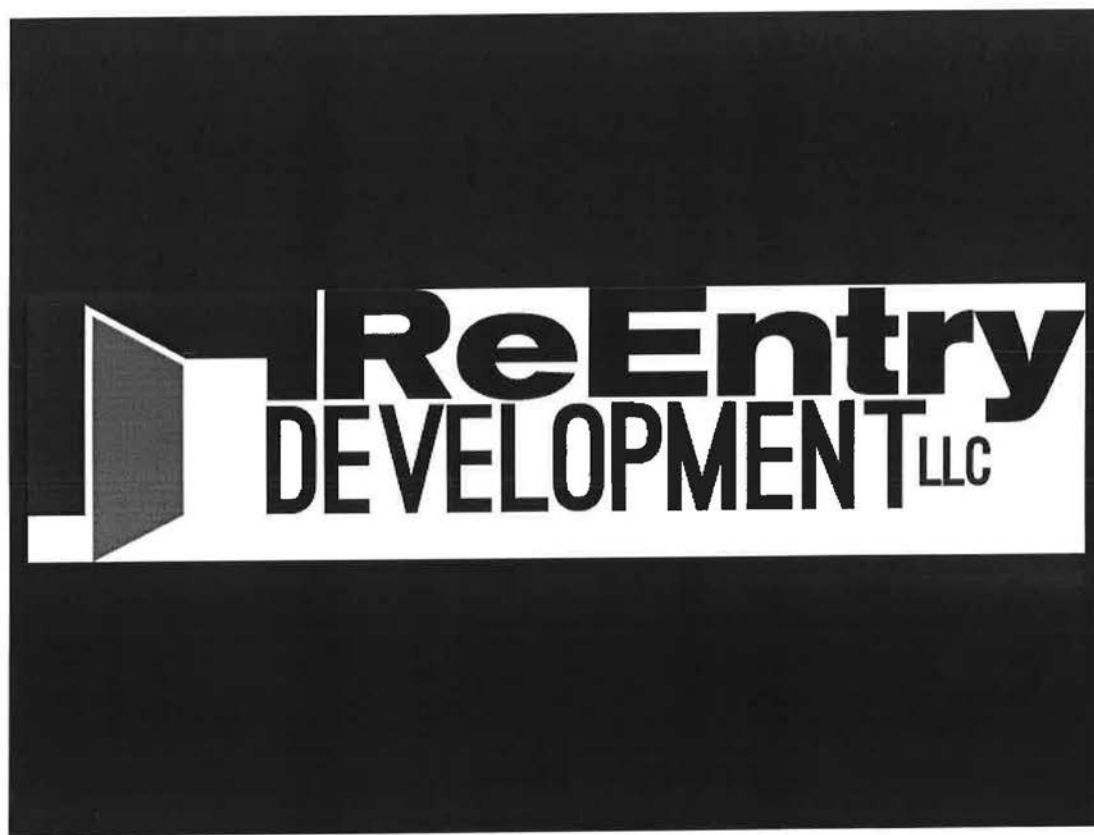
QUESTIONS:

1. Do Residents have sanctions if they break the rules? Yes. Sanctions are given in the event a resident breaks the rules. The sanctions can be from extra duty to removal from the facility and sent back to prison.
2. How does the resident find job? We will have on staff an employment placement specialists that will assist the resident in finding a job related to their skill set or previous experience.
3. Is our Security Staff Armed? No. Our staff does not have weapons. No weapons are allowed on the facility. According to Bureau of Prisons policies and the American Corrections Association weapons are not allowed on the facility premises.
4. When will our planning commission meeting be? June 13, 2017
5. Someone asked about their dedicated police patrol. We stated that in our other locations we have asked for a larger police presence and have received it. We will work with the KC police department in all aspects in order to make the facility and community safe.
6. Explain our accountability system. We use a web based electronic accountability system that tracks the time a resident is at work, home or any other location they go to. The resident must sign out and has a specific time frame to get to their location. When they arrive, they must call in to the facility and let us know they are there. They must call the facility when they leave the location. If they do not arrive back at the facility within the allotted time, then escape procedure are performed. In addition, random phone calls and visits are made to the residents place of employment, home or location they are signed out to in order to enhance accountability.
7. What types of people will be at the facility. All types of residents the Federal Bureau of Prisons sends us will be allowed with the exception of crimes against children or murder.
8. What about people with drug problems? Residents with a drug history are required to attend treatment classes. In addition, if they are on drug charges and they mess up they risk the chance of returning to prison and spending an additional year in prison.

9. How many security staff will be on hand? We anticipate at least 2 per shift – 3 shifts per day. Additional staff will be added at key times when the residents are going to work or returning from work.
10. Concerns were voiced about introducing more crime in the area. We explained that at no times are the residents allowed outside the facility, unless they are going to work, church, etc. Historically in our other locations, there have been no neighborhood crime increases due to our being in the neighborhood. In addition, in Little Rock we have had day cares, Easter Seals, a teen center build their locations in the same block as our location.
11. Where are the residents from? The residents are from the Kansas City Kansas area or was arrested in this area. Most will be locating to the area upon release from our facility. If the resident is locating in an area outside KC, then we will assist them in the relocation efforts.

All questions were addressed by Terry Williams and Troy Adams.

Meeting was adjourned at approximately 6:30pm



## About ReEntry Development

- Partners with over 40 years of combined experience in Residential Reentry corrections.
- Building capacity – 85 Total (approx. 10 women and 75 men)
- Anticipated staff – 27
- Program Components
  - CCC – Community Corrections Component
  - PRC – Pre-Release Component
  - HCC – Home Confinement Component
- Small business with big focus on community safety

## Program Requirements

- Residents required to find a job within first 15 days after orientation period. This will assist the resident in having gainful employment upon release and the ability to save money for housing, food, etc. upon release.
- Residents required to pay 25% of gross earnings to offset tax payer liability
- Residents required to keep facility clean
- Rooms are kept military style
- Establish goals (with the help of case managers)
- Automated accountability program in order to know where our residents are at all times.
- Constant alcohol and drug testing
- Access to parking spaces for staff and residents including handicap spots
- Residents able to attend church of their choice

## Industry Statistics

- 2.3 million prisoners were held in federal or state prisons or in local jails (as of June 2008)
- Average Federal prison sentence is 60 months
- Average State prison sentence is 36 months
- 80% of released offenders will reoffend with similar charges within 1 year of release
- Median educational level is 11<sup>th</sup> grade
- 16% mentally ill
- One-Third are drug offenders

## Anticipated Impact

- Anticipated Resident earnings per year
  - \$1.6 million in earnings per year generating an income and tax basis for the state and city.
- Residents are required to volunteer in the community. This will result in over 2,000 hours of community service.
- ReEntry Development will establish a working relationship with local law enforcement, Federal probation, courts, and US Marshal's Service



## Residence Information

- Residents are not allowed to roam around the neighborhood or area outside the facility. They are confined to the inside of the facility or to the rear and interior rec. areas.
- Rule Violations are sanctioned to include removal from the facility and returned to a more secure environment.
- Telephones are available for resident use.
- Handicap accessible
- Each resident receives a bus pass upon their arrival to ReEntry Development to assist them with their work and programing requirements.
- ReEntry Development employs a graduated sanction program to enforce discipline
- All food is to be catered from a local vendor and dietitian approved
- Visitation
  - Up to 5 visitors per resident
  - A-L Saturdays 1pm-5pm
  - M-Z Sundays 1pm

## Historical Statistics

- Key partners of ReEntry Development have had over 6,000 residents through program
- 80% have successfully completed program
- We will seek a working relationship with the City of Kansas City, Habitat for Humanity, Ronald McDonald House, Goodwill, and other organizations that will assist us in making our residents good community members.

## About ReEntry Development Program

- Aftercare & Counseling
  - The Bureau of Prisons has contracts with other local agencies to provide counseling and aftercare program
  - These programs include mental health, drug/alcohol treatment, etc.
- Laundry facilities
  - washers/dryers available for free
- Bedding/Room Accommodations
  - All bedding is supplied by ReEntry Development
  - Each resident is assigned a bed, locker, and bunk drawer
  - TVs and cable is available
- Duty Schedule
  - Residents assigned section of the house to clean
  - All rooms are kept military style

## Community Relations & Advisory Board

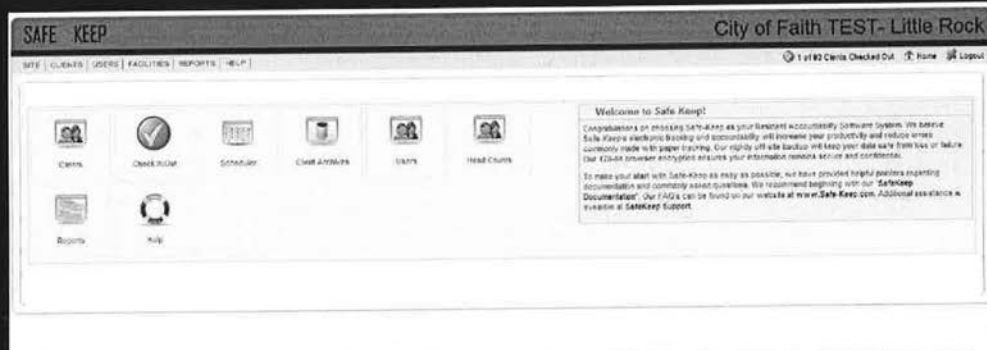
- Made up of neighborhood association presidents, KCPD, ReEntry Development Facility Director
- Created to increase awareness of program and address any concerns of the community.
- Work with neighborhood leaders in order to make ReEntry Development a good community partner.



## Employment

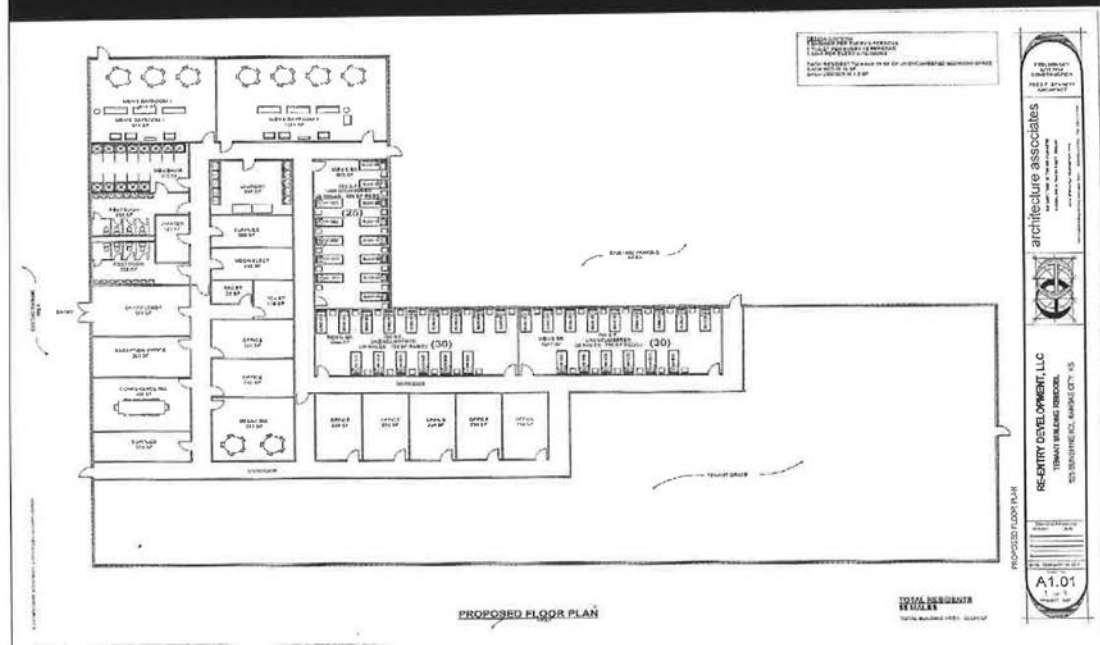
- Residents required to find work within 15 days of completion of orientation program (usually takes 1 week to complete)
- Must obtain employment that pays at least minimum wage and holds out taxes
- Residents allowed to work within 100 miles of ReEntry Development
- Residents are only allowed to job search from 8am-4pm
- All residents required to work fulltime (35 or more hours per week) unless in school. Facility Director determines hours required to work for residents enrolled in education programs

# Automated Accountability



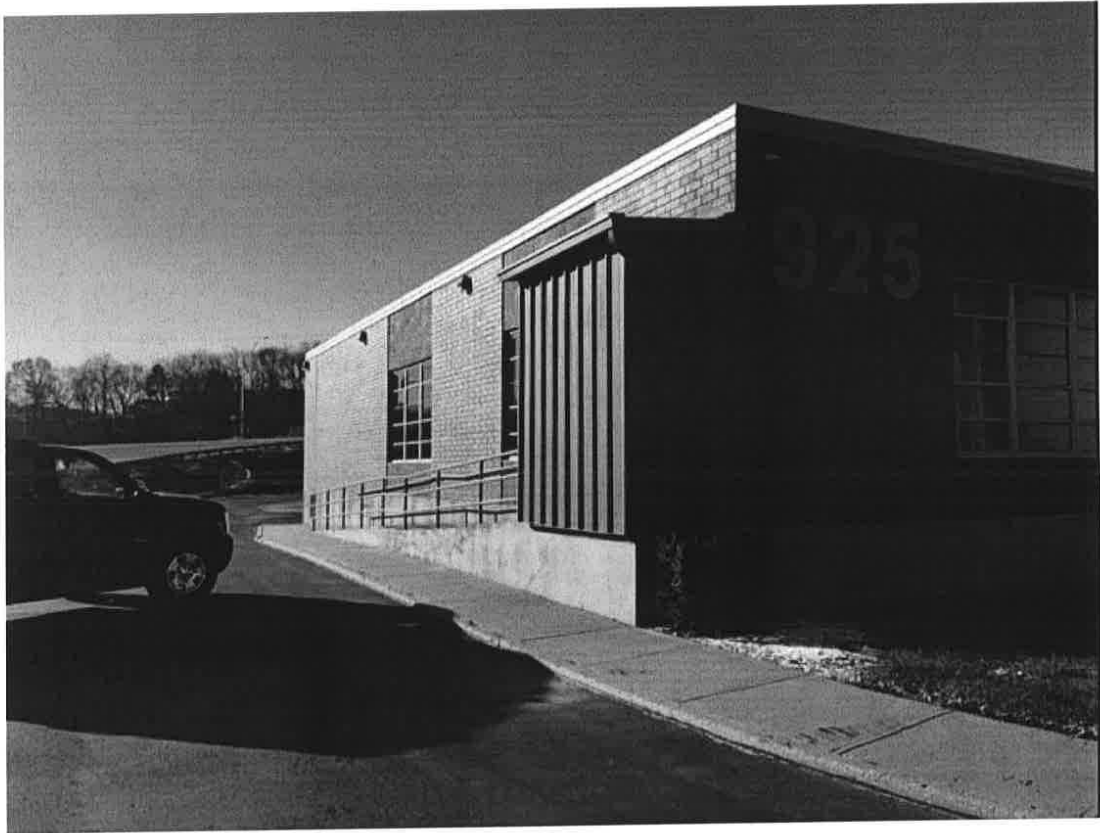
ReEntry Development employs a full-time staff on 3 rotating shifts to monitor and secure all residents. There is at least 1 male and 1 female in the facility at all times. To aid in this effort, ReEntry Development uses an online database called Safe-Keep. This system was designed around the ReEntry Development program for increased accountability. This system is used to monitor the residents' whereabouts at all times, phone calls to the facility, money management, visitation regulation, release plans, and medication disbursement. In addition, residents on Home Confinement are Electronically monitored.

# Our Facility

















June 2, 2017

Honorable Commissioners: Melissa Bynum, Harold Johnson, Jr., Mike Kane, Angela Markley, Brian McKiernan, Ann Brandau-Murguia, Dr. Jane Winkler Philbrook, Gayle Townsend, Hal Walker, James Walters

Re: SP 2017-21

Dear Commissioners;

After much consideration, the FIA board voted to oppose the application for the special use permit, SP 2017-21, at their May 8, 2017 board meeting.

Prior to the May 8, 2017 board meeting, the FIA communicated to its constituents that an application for this permit had been submitted to the UG and advised them of the April 24 2017 neighborhood meeting at which ReEntry Development gave a background of their company and presented their plans before entertaining questions.

Subsequent to the neighborhood meeting the FIA received many emails and phone calls (see attached) from businesses in the Fairfax District voicing their concerns regarding this permit.

Based on the concerns expressed by our constituents, the FIA board concluded that a facility of this nature would have an adverse effect on the Fairfax District for the following reasons:

The District already struggles with a perception that it is unsafe because of its appearance and proximity to surrounding blighted neighborhoods. Businesses looking to locate in Fairfax as well as existing Fairfax businesses have expressed difficulty in recruiting new employees because they do not feel safe working in our District.

Fairfax businesses are extremely concerned that crime would rise in the District if a facility of this nature is permitted. This concern is understandably elevated when considering the fact that our dedicated patrol officer was pulled from the District last summer (because of a shortage in officers) and there is no certainty at present that an officer will be to rededicated any time soon.

Many businesses, but particularly small businesses having only a limited number of employees (i.e. maybe one or two office staff) and who do not have the benefit of security guards like some of the larger businesses, have indicated that their employees are very concerned for their safety and vulnerable if a facility of this nature were to be located near their business.

Many positive strides have been made in improving the image of Fairfax in recent years, however, the FIA board of Directors firmly believes granting this special use permit would definitely not be in the best interest of Fairfax and would actually work against much of the progress that has been made. In this regard we would very much appreciate you opposing the special use permit when it comes up for a vote.

Respectfully,

*Melissa Clark*  
Executive Director

*John Latenser*  
President

cc: Jeff Fisher  
Rob Richardson



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-22

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### GENERAL INFORMATION

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**Applicant:**  
Michael and Maria Johnson

**Status of Applicant:**  
Owners  
735 Minnesota Avenue  
Kansas City, KS 66101

**Requested Action:**  
Approve renewal of Special Use Permit  
for an event hall and dress shop

**Date of Application:**  
February 24, 2017

**Purpose:**  
To operate an event hall in conjunction  
with a specialty dress shop and office  
space/storage

**Property Location:**  
733–735 Minnesota Avenue

**Existing Zoning:** C-D Central Business District



**Existing Surrounding Zoning:** **North:** C-D Central Business District  
**South:** C-D Central Business District  
**East:** C-D Central Business District  
**West:** C-D Central Business District

**Existing Uses:** **North:** Commercial businesses  
**South:** Commercial businesses  
**East:** Commercial businesses  
**West:** Commercial businesses

**Total Tract Size:** .21 acre

**Master Plan Designation:** The Downtown Master Plan designates this property as Downtown Mixed Use.

**Major Street Plan:** Minnesota Avenue is classified as a Class C Thoroughfare.

**Advertisement:** The Wyandotte Echo – March 16, 2017  
Letters to Property Owner – March 13, 2017, April 4, 2017 and June 21, 2017

**Public Hearings:** May 8, 2017, June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the May 8, 2017 or June 12, 2017 City Planning Commission meetings.

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## **PROPOSAL**

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Detailed Outline of Requested Action: The applicants are requesting renewal of a special use permit (#SP-2014-74) that allows them to operate an event hall in addition to a specialty dress shop and office space at 733–735 Minnesota Avenue.

City Ordinance Requirements: 27-592 through 27-606

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## **FACTORS TO BE CONSIDERED**

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### ***1. The Character of the Neighborhood.***

The character of the neighborhood is entirely commercial, where there is a mixture of business and vacant tenant spaces. Some of the businesses include a restaurant, small storefronts, and office space.

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

The zoning and its uses are set out above. The proposed uses are relatively compatible with the surrounding properties.



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

The removal of restrictions should not detrimentally affect nearby property due mainly to the area's commercial nature.

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

The property is not vacant; the business has been operating since 2013.

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

Special Use Permits are not addressed in the Master Plan. The other general uses, such as retail and office space conform to the Master Plan.

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

The use does result in increasing the amount of vehicular traffic in the downtown area, but not to the point where it exceeds the capacity of the street network.

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

The proposed use is not reasonably necessary for the convenience and welfare of the public, as those who benefit will be those who patronize the building and the owners. The use will not substantially or permanently injure the appropriate use, visual quality, or marketability of adjacent property.

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

The noise that is associated with the use is not expected to create problems for adjacent property given the evening and weekend hours of operation as the businesses along Minnesota Avenue are commercial in nature.

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

This should not be an issue.

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

This is not an issue.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the individual landowners is minimal. Those who attend events will benefit, but if this petition is denied, the building could be repurposed as retail or office space.

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

When evaluating overcrowding, event halls and/or places of assembly are always a concern for staff. If not properly managed, overcrowding could be an issue as individuals typically congregate outside the entrance of the building at the conclusion of an event.

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## **PREVIOUS ACTIONS**

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#SP-2013-2, #SP-2014-74: Special Use Permit for event hall in conjunction with dress shop and office space.

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on March 27, 2017. There were 4 people present for the meeting and no opposition was voiced.

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## **KEY ISSUES**

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Parking

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 6 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-22, subject to:

**Urban Planning and Land Use Comments:**

- 1. Please provide verification of all parking agreements.**

**Applicant Response: Parking agreements have been submitted.**

**Staff Response: Staff has reviewed the agreements and they are satisfactory.**

- 2. Are there any requested changes to the event space either in terms of physical alterations or the operation of the space?**

**Applicant Response: Yes, we are requesting two;**

- A. We are requesting later hours of operations to help us compete with other like facilities in the area. Many Special Event Centers are open until 3:00 am. This would help our ability to book and gain events throughout the year.**

**Staff Response: Staff does not support longer hours (see stipulation below.)**

- B. We would like removal of our restricted guest list requirement. This has been a regular change in motion and we believe not always accurate. Further, we would like the option of community charitable events where often the exact list is unknown. We would like to modify the language to “Guests not invited are not admitted entrance.”**

**Staff Response: The alternative is to utilize an ID scanner to scan the ID of all patrons.**

- 3. Have there been any problems associated with events held at the center? If so, please detail and a record of calls for service from KCKPD**

**Applicant Response: We are aware of two:**

- 1. There was a car theft of one of our guests on Minnesota approximately August. A police report was filed.**
- 2. There was an incident where a guest grabbed another, and our security apprehended the person. We believe charges were filed by our guest.**

- 4. Have you received any complaints regarding your operations here?**

**Applicant Response: No.**

**All prior stipulations remain, Staff recommends approval for five (5) years, in accordance with the following stipulations**

**Stipulations:**

- 1) Complete fulfillment of their business plan as mandated by first set of stipulations.**
- 2) Events larger than 250 people shall have a pre-determined number of security officers in the building, greater than two (2).**
- 3) All doors shall remain closed during an event.**
- 4) All events shall conclude by 1:00 a.m.**
- 5) Add an ID scanner and scan all IDs of those entering the facility (revised stipulation – replacing an advance guest list.)**

- 6) No gambling.
- 7) No music over 65 DBA before 6:00 p.m.
- 8) An understanding by the applicant that simply shoving a troubled situation out the door is not acceptable. They need to control and detain until on- duty officers arrive and take control of any situation.
- 9) A complete copy of the business plan is up-to-date and on file in the Unified Government Urban Planning and Land Use Office
- 10) Completion of the appendixes of I (signage which will be handled by permit), L (staffing plan – needs to be completed and reviewed with Director Richardson and the Downtown Shareholders) and S (safety grant documentation provided to Director Richardson).
- 11) All alcohol will be provided by the facility or one of its approved caterers. Catering list must be up-to-date and on file in the Planning Department.
- 12) Security as outlined on page 23 of their plan.
- 13) In addition to that security one (1) non-security adult chaperon for every twenty-five (25) children for events focused on youth under 18 years old (provided by the client).
- 14) Verify all parking agreements.
- 15) Approval is for two (2) years.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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## **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

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## **STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-22 subject to all comments and suggestions outlined in this staff report.

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## **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
Aerial photograph  
Zoning Map  
Neighborhood Meeting Minutes

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## REVIEW OF INFORMATION AND SCHEDULE

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| Action         | Planning Commission                    | Unified Government Commission |
|----------------|----------------------------------------|-------------------------------|
| Public Hearing | May 8, 2017                            | June 29, 2017                 |
| Special Use    | Held Over<br>June 12, 2017<br>Approval |                               |

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**STAFF CONTACT:** Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-22** as meeting all the requirements of the City Code and being in the interest of the public, health safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-22**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## MAY 8, 2017 CITY PLANNING COMMISSION MINUTES:

Application Starts: 18:25

**SPECIAL USE PERMIT #SP-2017-22 – MICHAEL AND MARIA JOHNSON - SYNOPSIS:** Renewal of a Special Use Permit (#SP-2014-74) for an event hall, specialty dress shop and office space/storage at 733 Minnesota Avenue. *Detailed Outline of Requested Action:* The applicants are requesting renewal of a special use permit (#SP-2014-74) that allows them to operate an event hall in addition to a specialty dress shop and office space at 733–735 Minnesota Avenue.

## People in Support:

- Mr. Michael Johnson, 735 Minnesota Avenue, Kansas City, Kansas 66101
- Ms. Jody Vogel, 1601 North 79<sup>th</sup> Street, Kansas City, Kansas 66112

### **People in Opposition:**

- No one appeared

**Note:** (During the hearing two members of the Commission asked if the same stipulations are put on all uses of this nature. Planner Hickey stated that she would have to do research and could not speak on that issue this evening. One Commission member also questioned the “privacy” of those attending the event, what the guest list is used for, what is included in the information that would be scanned, and if someone could request the guest list. Planner Hickey stated that they have the option of having either a guest list or scanner or they can have both. The guest list is for safety reasons. With regard to the later hours of operation, it is typical for this type of special use permit to have earlier hours. These are the stipulations that were recommended by Director Richardson. She further stated this is a special use permit and the stipulations can be set and these are stipulations that have been set for event halls, liquor licenses, etc. These are the stipulations that have been put on multiple uses; it is staff’s stipulations that can be changed by the Planning Commission. Ms. Hickey stated that the staff sets stipulations for all venues; different stipulations are set depending on the type of use being requested, hours of operation, etc. There was a case last month that the staff requested either a guest list or scanner and they chose the scanner.)

**Start Recommendation Starts: 45:10** Planner Hickey stated that the staff recommends that this application be held over until the June 12, 2017 meeting.

### **Motion and Vote Starts: 45:50**

On motion by Mr. Carson, seconded by Mr. Connelly, the Planning Commission voted as follows to **HOLD OVER Special Use Permit #SP-2017-22 until the June 12, 2017 City Planning Commission meeting:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Aye</b>         |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Aye</b>         |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Not Present</b> |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Aye</b>         |

**Motion to HOLD OVER Passed: 7 to 0**

**Subject to the following being submitted:**

- **Staff provides research as to their due diligence and parameters of the stipulations placed on these types of uses and the parameters used to place those stipulations on applications.**

- Consultation with affected neighbors and other businesses prior to the meeting date (by the applicant concerning the change of hours and elimination of guest list or use of an ID scanner.)
- Applicant submits specific information about the business that he has indicated that he has lost due to the guest lists and hours of operation. Information is to be submitted by the applicant ten (10) days prior to the June 12, 2017 meeting so it can be included in the staff report.

Recording Secretary Parker asked if this information should be submitted prior to the next meeting so it can be included in the staff report. Planning Commissioner Carson stated yes. Secretary Parker asked if that information could be submitted to the staff ten (10) days prior to the next meeting and she will send an email to the applicant listing what is needed and when.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 10:00**

#### **SPECIAL USE PERMIT #SP-2017-22 – MICHAEL AND MARIA JOHNSON -**

**SYNOPSIS:** Renewal of a Special Use Permit (#SP-2014-74) for an event hall, specialty dress shop and office space/storage at 733-735 Minnesota Avenue. *Detailed Outline of Requested Action:* The applicants are requesting renewal of a special use permit (#SP-2014-74) that allows them to operate an event hall in addition to a specialty dress shop and office space at 733–735 Minnesota Avenue.

### **People in Support:**

- Mr. Michael Johnson, 735 Minnesota Avenue, Kansas City, Kansas 66101
- Mr. Mike Rosenthal, Marketing Manager for 7<sup>th</sup> Street Event Center, 9622 West 131<sup>st</sup> Street, Overland Park, Kansas
- Ms. Jody Vogel, 1601 North 79<sup>th</sup> Street, Kansas City, Kansas 66112

### **People in Opposition:**

- No one appeared

**Start Recommendation Starts: 30:23** Planning Director Richardson stated that if the applicant will give the staff the addresses of the other downtown businesses that they said were open until 3 or 4 in the morning they will be turned over to enforcement as that is past the time by law that they can be open. Many of the venues are legal non-conforming and would not require a special use permit. The staff looks at extra stipulations in locations where there have been issues in the past. For instance with Willow Creek that is the event hall at the front of Wyandotte County Lake and they have not had any issues. They have a security plan that seems to be working. The staff recommends approval subject to the stipulations in the staff report with no extension of the hours of operation and having an identification scanner in lieu of a guest list.

### **Motion and Vote Starts: 46:51**

On motion by Mr. Carson, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2017-22:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Aye</b>         |

**Motion to recommend APPROVAL Passed: 6 to 0**

**Subject to:**

### **Urban Planning and Land Use Comments:**

- 1. Please provide verification of all parking agreements.**

**Applicant Response:** Parking agreements have been submitted.

**Staff Response:** Staff has reviewed the agreements and they are satisfactory.

- 2. Are there any requested changes to the event space either in terms of physical alterations or the operation of the space?**

**Applicant Response:** Yes, we are requesting two;

- A. We are requesting later hours of operations to help us compete with other like facilities in the area. Many Special Event Centers are open until 3:00 am. This would help our ability to book and gain events throughout the year.**

**Staff Response:** Staff does not support longer hours (see stipulation below.)

- B. We would like removal of our restricted guest list requirement. This has been a regular change in motion and we believe not always accurate. Further, we would like the option of community charitable events where often the exact list is unknown. We would like to modify the language to "Guests not invited are not admitted entrance."**

**Staff Response:** The alternative is to utilize an ID scanner to scan the ID of all patrons.



3. Have there been any problems associated with events held at the center? If so, please detail and a record of calls for service from KCKPD

Applicant Response: We are aware of two:

1. There was a car theft of one of our guests on Minnesota approximately August. A police report was filed.
2. There was an incident where a guest grabbed another, and our security apprehended the person. We believe charges were filed by our guest.

4. Have you received any complaints regarding your operations here?

Applicant Response: No.

~~All prior stipulations remain. Staff recommends approval for five (5) years, in accordance with the following stipulations~~

Stipulations:

- 1) Complete fulfillment of their business plan as mandated by first set of stipulations.
- 2) Events larger than 250 people shall have a pre-determined number of security officers in the building, greater than two (2).
- 3) All doors shall remain closed during an event.
- 4) All events shall conclude by **1:00 a.m.**
- 5) Add an ID scanner and scan all IDs of those entering the facility **(revised stipulation – replacing an advance guest list.)**
- 6) No gambling.
- 7) No music over 65 DBA before 6:00 p.m.
- 8) An understanding by the applicant that simply shoving a troubled situation out the door is not acceptable. They need to control and detain until on-duty officers arrive and take control of any situation.
- 9) A complete copy of the business plan is up-to-date and on file in the Unified Government Urban Planning and Land Use Office
- 10) Completion of the appendixes of I (signage which will be handled by permit), L (staffing plan – needs to be completed and reviewed with Director Richardson and the Downtown Shareholders) and S (safety grant documentation provided to Director Richardson).
- 11) All alcohol will be provided by the facility or one of its approved caterers. Catering list must be up-to-date and on file in the Planning Department.
- 12) Security as outlined on page 23 of their plan.
- 13) In addition to that security one (1) non-security adult chaperon for every twenty-five (25) children for events focused on youth under 18 years old (provided by the client).
- 14) Verify all parking agreements.
- 15) Approval is for two (2) years.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:**
  - 1) None**
- B) Items that are conditions of approval (stipulations):**
  - 1) None**
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - 1) None**

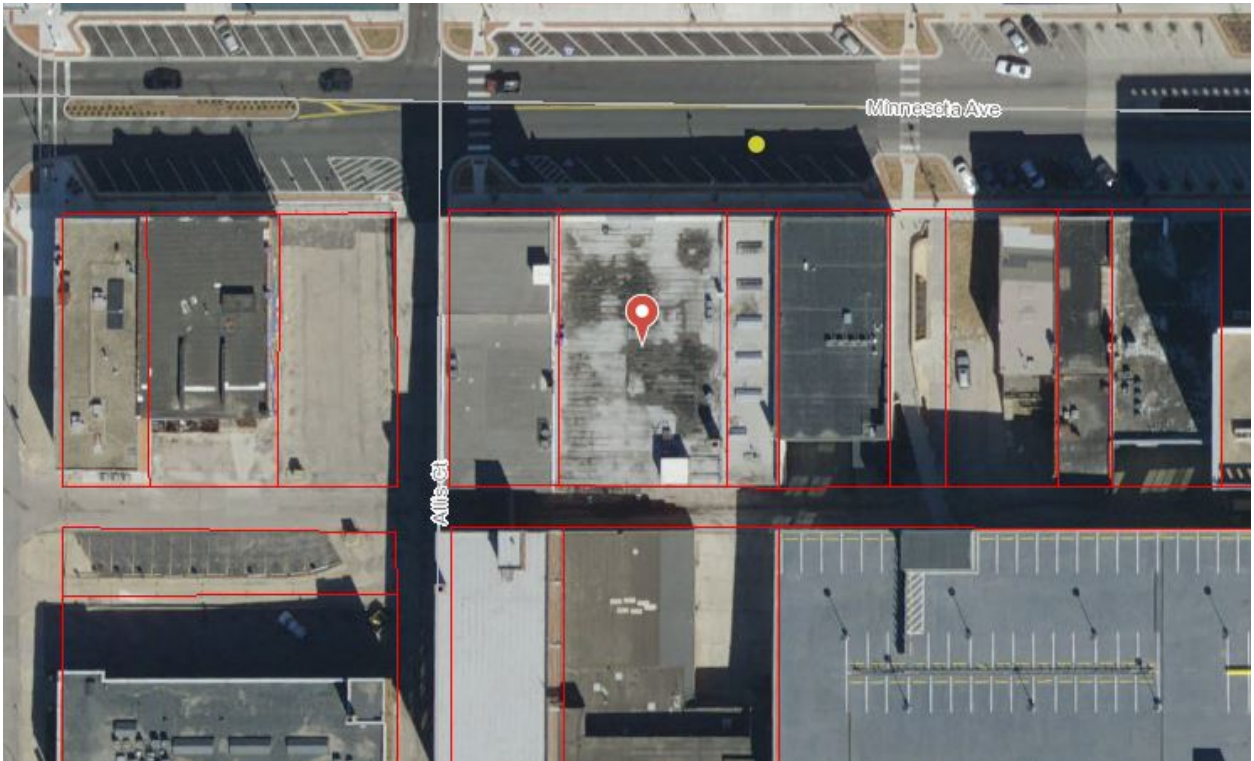


Figure 1. Aerial photograph of 733 - 735 Minnesota Avenue (provided by UG Maps).

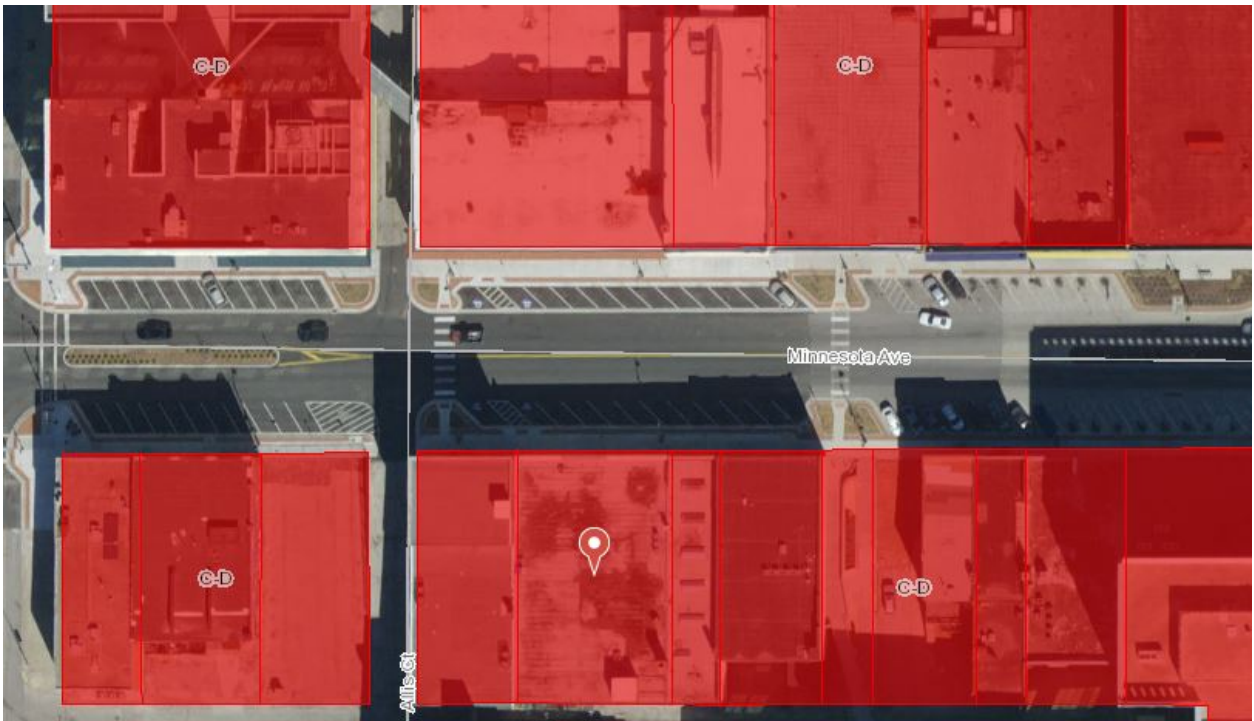


Figure 2. Zoning map of 733 - 735 Minnesota Avenue (provided by UG Maps).

3/27/17

# Minutes of Town Meeting

## 7<sup>th</sup> Street Event Center

Application Number: SP-2017-22  
March 27<sup>th</sup>, 2017 at 739 Minnesota Ave. KCK 66101

Meeting was called to order at: 11:05

In attendance was:

Marelle Johnson  
Michael Rosenthal  
Mario Leon  
Steve McConnell

The agenda covered the following;

- 1 Introductions and purpose of meeting for:
  - Extension of Special Use Permit
  - Review of Operations of Event Hall at the current address.
2. Hand out of Pricing Sheet and Website information
3. Hand out of Hall Agreement and General Policies
4. Summary of recent events

Michael Rosenthal hosted the event and provided information as representative of 7<sup>th</sup> Street Event Center. General comments were favorable as there was only a small and supportive group in attendance. There was a question of special pricing during off-peak periods of which Michael Rosenthal offered direct contact information of Michael Johnson for his special consideration.

Meeting was adjourned at: 12:00pm

Minutes taken by

Michael Rosenthal  
9622 W. 131<sup>st</sup>  
Overland Park KS 66213  
913-481-9622



6-1-17

I have 6 to 10 calls every Month,  
that I am unable to offer our hall to.

This is business I need to Bust my  
Business by 20% to 25% I estimate.

These are charitable Events, Fund raisers,  
church Events, Bridal Shows, Bird Show,

Business Meetings, Corporate Events, Art Shows

Vendor Shows an Etc. The Guest List or

time of closing at 12:00 doesn't allow us to

bring in this Business. I asked for the

change two years ago. Please allow me

to change now to expand my Business  
opportunity

I thank you  
Will Johnson

**Subject:** Fundraiser Event

**Date:** Friday, June 2, 2017 12:53:08 PM Central Daylight Time

**From:** Phill Freeman

**To:** sales@eventcenterkck.com

My name is Phillip Kind and I was interested in using your event space. We've had a conversation before about my interest in your event space. The event that I'm am looking to put on is a fundraiser. It would be a showcase giving local musicians and entertainers the opportunity to showcase there talents while raising money for a great cause. The cause being for Lupus awareness and Kidney disease which are two illnesses my sister is fighting right. Now so I wanted to put on the event to raise money for her and also give local talents a platform to showcase their gifts.

Sent from my iPhone

**Subject:** New Message From 7th Street Event Center

**Date:** Wednesday, May 10, 2017 1:38:33 PM Central Daylight Time

**From:** Wes Dukes

**To:** sales@eventcenterkck.com

Hello,

I would like to request a quote of renting this venue for the date of June 2nd. The event type would be live music/performance. No catering needed! The hours we are wanting the venue for would be 9/10pm- 1/2am. If available could you please provide us with a quote, plus information regarding your liquor regulations as well. We are expecting around 70+ people with a budget of \$650 or less.

Thanks,

WHOOO

**Subject:** Re: New Message From 7th Street Event Center

**Date:** Monday, May 22, 2017 12:07:14 PM Central Daylight Time

**From:** Phill Freeman

**To:** 7th Street Event Center

I am looking for a weekend. I was looking at the date of July 29th from 6-9pm.

Sent from my iPhone

On May 17, 2017, at 3:41 PM, 7th Street Event Center <[sales@eventcenterkck.com](mailto:sales@eventcenterkck.com)> wrote:

Are you looking for week day or weekend, what times are you looking for

On 5/16/17 1:37 PM, "Phillip Kind" <[philkind2010@gmail.com](mailto:philkind2010@gmail.com)> wrote:

A brief description is I am looking to have an event to raise money for my sister who is ill and to also bring awareness to lupus and kidney disease. The event would consist of multiple amateur artist showcases their talents.



## Special Use Support - Event Hall 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the ~~Guest List~~, sign-in sheet for individual entering the activities the night scheduled for activities.

Matt Hentle 731 Minn. Ave.  
Name/ Street Address / Business  
Matt Hentle  
Signature

W. Laurin O. Brown  
Name/ Street Address / Business  
W. Laurin O. Brown  
Signature

Tim Pihmen 1827 Homer Ave  
Name/ Street Address / Business  
Tim Pihmen  
Signature

Jess Brown 1115 Shawnee Ave  
Name/ Street Address / Business  
Jess Brown  
Signature

Michael Johnson 735 Minnesota Ave  
Name/ Street Address / Business  
Michael Johnson  
Signature

Tony Lopez 1016 58th St  
Name/ Street Address / Business  
Tony Lopez  
Signature

Charles M. Howard 2408 N.W. Osage R. U. Crestone, Mo  
Name/ Street Address / Business  
Charles M. Howard  
Signature

Marion L. Curaway 3008 S 9th place KC Mo 64107  
Name/ Street Address / Business  
Marion L. Curaway  
Signature

## Special Use Support - Event Hall

### 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the *Guest List*, sign-in sheet for individual entering the activities the night scheduled for activities.

Alupon the Hill 730 Minnesota  
Name/ Street Address / Business

Maria Johnson  
Signature

749 Minnesota Ave  
Gloria Pre-Owned Appliances  
Name/ Street Address / Business

[Signature]  
Signature

Glenn 749 Minnesota  
Name/ Street Address / Business

[Signature]  
Signature

Alex Boro 715 West 1st St  
Name/ Street Address / Business

[Signature]  
Signature

Ray Johnson 712 N 9th  
Name/ Street Address / Business

[Signature]  
Signature

Phillip L. Lequa KC, KS  
754 Minnesota Ave 66101  
Name/ Street Address / Business

[Signature]  
Signature

Minnesota Avenue Printers  
823 Minnesota Printing  
Name/ Street Address / Business

[Signature]  
Signature

102 N. 10th K.C. KS  
Name/ Street Address / Business

[Signature]  
Signature

## Special Use Support - Event Hall

### 735 Minnesota

May 25, 2017

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Yolonsi Fashio 915 Minnesota Ave  
Name/ Street Address / Business

[Signature]  
Signature

Maria V. 714 split log.  
Name/ Street Address / Business

[Signature]  
Signature

Maria V. 919 Minnesota Ave.  
Name/ Street Address / Business

[Signature]  
Signature

See Macoley 927 Minnesota  
Name/ Street Address / Business

[Signature]  
Signature

927 Minnesota  
Name/ Street Address / Business

[Signature]  
Signature

645 Nebraska Chicago and building  
Name/ Street Address / Business

[Signature]  
Signature

945 Minnesota Ave. KC KS.  
Name/ Street Address / Business

[Signature]  
Signature

Adriana Rodriguez  
Name/ Street Address / Business

[Signature]  
Signature

[Signature]

## Special Use Support - Event Hall 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the sign-in sheet for individual entering the activities the night scheduled for activities.

Rosa 756 Chenlo  
Name/ Street Address / Business

[Signature]  
Signature

Deana 536 Olive St KCMO  
Name/ Street Address / Business

[Signature]  
Signature

Fran Campbell 2608 10 Annie Ct. KCMO  
Name/ Street Address / Business

[Signature]  
Signature

Ann Place  
Name/ Street Address / Business

7145 N. HAWAIIAN ST  
Signature

Rosa 14911 W 126th St. Olathe KS 66062  
Name/ Street Address / Business

[Signature]  
Signature

Roccha 826 Virginia Ave  
Minneapolis  
Name/ Street Address / Business

[Signature]  
Signature

Rosario 79st #54  
Name/ Street Address / Business

[Signature]  
Signature

Mario 830 Minnesota  
Name/ Street Address / Business

[Signature]  
Signature

## Special Use Support - Event Hall

### 735 Minnesota

\_May 25, 2017\_

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the ~~Guest List~~ sign-in sheet for individual entering the activities the night scheduled for activities.

my Sister's Closet 827 Minnesota

Name/ Street Address / Business

[Signature]  
Signature

Courtney Diaz 4116 Waverly

Name/ Street Address / Business

709 Minn ave

[Signature]  
Signature

Mariana Santos

Name/ Street Address / Business

[Signature]  
Signature

Gabriela Delacruz 909 Minnesota

Name/ Street Address / Business

1043 Ella ave

[Signature]  
Signature

Jose Arellano

Name/ Street Address / Business

[Signature]  
Signature

Maria Delacruz 2915 Garfield

Name/ Street Address / Business

1044 Ella ave

[Signature]  
Signature

Mansol Alejo

Name/ Street Address / Business

[Signature]  
Signature

Gisela Mendoza 719 Fremont

Name/ Street Address / Business

[Signature]  
Signature

# Special Use Support - Event Hall

## 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the ~~6005TH ST~~ sign-in sheet for individual entering the activities the night scheduled for activities.

2531 N 73 Rd KS 66109

Name/ Street Address / Business

Signature

Jeanette Varga

2933 S 51st Ter KCK 66106

Name/ Street Address / Business

Signature

Leonel Flores Delgado

2933 S 51st Ter KCK 66106

Name/ Street Address / Business

Signature

Eli Chen

Name/ Street Address / Business

Signature

21 N. Thorpe St.

Claudia KCK 66102

Name/ Street Address / Business

Signature

Ana Medina

Name/ Street Address / Business

Signature

829

Name/ Street Address / Business

Signature

Miguel Medina

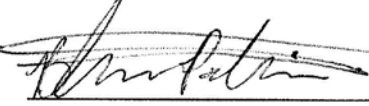
Name/ Street Address / Business

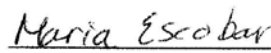
Signature

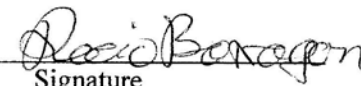
## Special Use Support - Event Hall 735 Minnesota

\_May 25, 2017\_

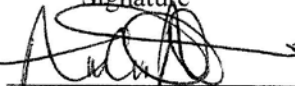
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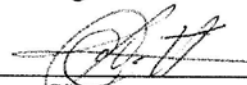
Blanca Patricio <sup>1300 N 25th KCKS</sup>   
Name/ Street Address / Business Signature

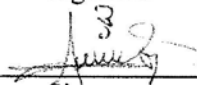
Maria Escobar <sup>227 N 14th KCKS</sup>   
Name/ Street Address / Business Signature

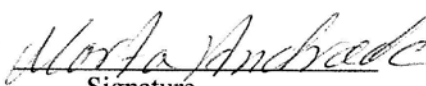
Rocio 1009 central   
Name/ Street Address / Business Signature

Elena Chavez  
1140 County Line Rd K.C.K.S   
Name/ Street Address / Business Signature

Angie Casco  
2551 N 73rd St KCK W109   
Name/ Street Address / Business Signature

Juan Casique  
4838 GIBBS RD KCK 66106   
Name/ Street Address / Business Signature

Alejandro Hernandez  
1140 County Line Rd K.C.K.S.   
Name/ Street Address / Business Signature

Martha 2056 customer   
Name/ Street Address / Business Signature

## Special Use Support - Event Hall 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the <sup>best list</sup> sign-in sheet for individual entering the activities the night scheduled for activities.

Yolanda Urbina  
Name/ Street Address / Business

[Signature]  
Signature

Solida Sanchez  
Name/ Street Address / Business

[Signature]  
Signature

Teresa Urbina Customer  
Name/ Street Address / Business

[Signature]  
Signature

[Signature]  
Name/ Street Address / Business

[Signature]  
Signature

Adam Hammer Customer  
Name/ Street Address / Business

[Signature]  
Signature

Veronica Velazquez Customer  
Name/ Street Address / Business

[Signature]  
Signature

Manuel Hernandez Customer  
Name/ Street Address / Business

[Signature]  
Signature

Antonio M Customer  
Name/ Street Address / Business

[Signature]  
Signature



## Special Use Support - Event Hall 735 Minnesota

May 25, 2017

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Adriana Medina  
Name/ Street Address / Business

  
Signature

Miguel Medina  
Name/ Street Address / Business

  
Signature

Giovanni Velazquez A.  
Name/ Street Address / Business

  
Signature

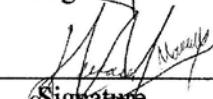
Mariel Aleman  
Name/ Street Address / Business

  
Signature

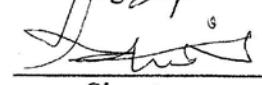
Valentina Mendez  
Name/ Street Address / Business

  
Signature

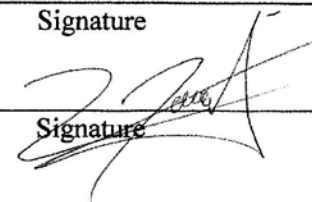
Lizeth Navarro  
Name/ Street Address / Business

  
Signature

Manuela Delgado  
Name/ Street Address / Business

  
Signature

Alfredo Velazquez J.  
Name/ Street Address / Business

  
Signature

## 735 Minnesota

May 25, 2017

We have visited with Mike and Maria Johnson and understand, they will use part of their building as an event Hall. They have explained their current use and operation and we have no objection to what they plan to do. Including amending their open time from 12:00am to 1:30 am and eliminating the sign-in sheet for individual entering the activities the night scheduled for activities. *Event List,*

Jeff Farr 718 Minnesota, Farr's  
Name/ Street Address / Business *Signature*

Lafayette Lockhart  
Name/ Street Address / Business

  
Signature

Name/ Street Address / Business

Signature

Name/ Street Address / Business

Signature

Name/ Street Address / Business

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Name/ Street Address / Business

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Name/ Street Address / Business

Signature

Name/ Street Address / Business

Signature

## Special Use Support - Event Hall 735 Minnesota

May 25, 2017

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Larry Boud  
Name/ Street Address / Business

[Signature]  
Signature

Michael Johnson 733 Minnesota  
Name/ Street Address / Business

[Signature]  
Signature

\_\_\_\_\_  
Name/ Street Address / Business

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Signature

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Name/ Street Address / Business

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Name/ Street Address / Business

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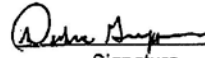
Special Use Support  
7th Street Event Center  
735 Minnesota  
Petition Of the Community

We as a community have visited and or talked with Mike, Maria and or one of their staff members. In regards to the use of their building and use of the space. They have explained their current and operation requirement in order to use their establishment. They have also spoken with us in regards to the changes that they are trying to get amended. Which include opening 12am to 130am, elimination the guest list and sign in sheet. For the individuals entering the activities the night scheduled for activities.

We are asking that you sign this petition to support the Event Center. Your information will not be sold or for the use of anything other but to present to Board of Zoning Appeals and City Planning Commission.

Community Support

Debra Griffin 3353 N 59th St KCKS  
Name/Street Address/ Business

  
Signature

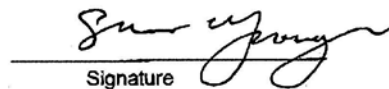
Ogape N.B. Church 6322 parallel KCKS  
Name/Street Address/ Business

  
Signature

Blanche Doss 6326 parallel KCKS  
Name/Street Address/ Business

  
Signature

Sanje Young KCKS  
Name/Street Address/ Business

  
Signature

Beverly Bain KCKS 6601  
Name/Street Address/ Business

  
Signature

Gina Hodge  
Name/Street Address/ Business

  
Signature

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7th Street Event Center  
735 Minnesota  
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Community Support

Vince McCullough KKS  
Name/Street Address/ Business

Vince McCullough  
Signature

Edward Lee KCK 6/11/2  
Name/Street Address/ Business

Edward Lee  
Signature

Lila Liden Griffin  
Name/Street Address/ Business

Lila Liden Griffin  
Signature

\_\_\_\_\_  
Name/Street Address/ Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Street Address/ Business

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Signature

\_\_\_\_\_  
Name/Street Address/ Business

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PAGE 02/06

PRICECHOPPER #6

06/05/2017 07:36AM 9132992104

Special Use Support  
 7th Street Event Center  
 735 Minnesota  
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## Community Support

Jaquelin Logan 2023 N 46th St. KCKS  
 Name/Street Address/ Business

[Signature]  
 Signature

Tameka Griffin KC Gaters  
 Name/Street Address/ Business 2900 Haskell KCKS

[Signature]  
 Signature

Lataha E. Slater 819 N 89th Ave  
 Name/Street Address/ Business

[Signature]  
 Signature

TaShawn Gordon KCKS  
 Name/Street Address/ Business

[Signature]  
 Signature

J Vogel IVALU ME ↔  
 Name/Street Address/ Business

[Signature]  
 Signature

Floyd Freeman  
 Name/Street Address/ Business

[Signature]  
 Signature

Special Use Support  
7th Street Event Center  
735 Minnesota  
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## Community Support

Billy Thomas 1528 N 14th St.  
Name/Street Address/ Business K.C. 6012

[Signature]  
Signature

Chris Moore 606 1/2 6th St.  
Name/Street Address/ Business K.C. 6014

[Signature]  
Signature

519 110 6th Terr. K.C.  
Name/Street Address/ Business

[Signature]  
Signature

2841 N 79th St. K.C.  
Name/Street Address/ Business

[Signature]  
Signature

KCK  
Name/Street Address/ Business

[Signature]  
Signature

Quin Hall  
Name/Street Address/ Business

[Signature]  
Signature

Special Use Support  
7th Street Event Center  
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## Community Support

Demetria Jackson / Darnae & Darnae  
Name/Street Address/ Business

Signature

Quintin A. Carville 174th Kc  
Name/Street Address/ Business

Signature

Chris Jenkins

Name/Street Address/ Business

Signature

Kwame Liggins / 1350  
Name/Street Address/ Business Kansas City

Signature

Brandi Wallace 2410 North 52nd St.  
Name/Street Address/ Business

Signature

Michael Tadel 7561 8th St  
Name/Street Address/ Business

Signature



Special Use Support  
7th Street Event Center  
735 Minnesota  
Petition Of the Community

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## Community Support

James M. McDaniel Jr. 8240 Anna Ave  
Name/Street Address/ Business

[Signature]  
Signature

[Signature] 1514 1st St KCKS  
Name/Street Address/ Business

[Signature]  
Signature

Angie [Signature]  
Name/Street Address/ Business

Angie [Signature]  
Signature

Charles Walker  
Name/Street Address/ Business

[Signature]  
Signature

Voil Vaughn  
Name/Street Address/ Business

Voil Vaughn  
Signature

Crystal Atkins 1615 N 7th St KCKS  
Name/Street Address/ Business

Crystal Atkins  
Signature



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-33

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### GENERAL INFORMATION

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**Applicant:**  
Kerry Hokanson

**Status of Applicant:**  
Owner  
419 South 81<sup>st</sup> Street  
Kansas City, KS 66111

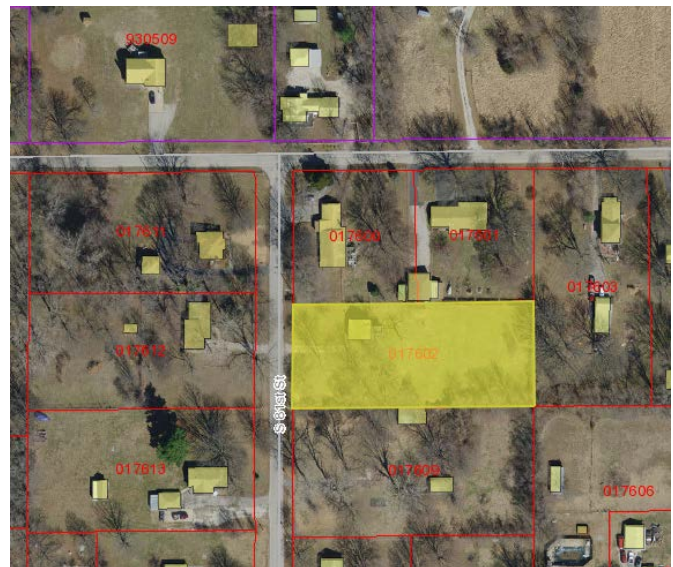
**Requested Action:**  
Approve Special Use Permit

**Date of Application:**  
April 28, 2017

**Purpose:**  
To cultivate and sell produce, bees  
and crickets

**Property Location:**  
419 South 81<sup>st</sup> Street

**Existing Zoning:**  
R-1 Single Family District



**Existing Surrounding Zoning:** **North:** R-1 Single Family District  
**South:** R-1 Single Family District  
**East:** R-1 Single Family District  
**West:** R-1 Single Family District

**Existing Uses:** **North:** Single family homes  
**South:** Single family home  
**East:** Single family home  
**West:** Single family home

**Total Tract Size:** 1 acre

**Master Plan Designation:** The City-Wide Master Plan designates this property as Low Density Residential.

**Major Street Plan:** The City-Wide Master Plan classifies 81<sup>st</sup> Street as a local road.

**Advertisement:** The Wyandotte Echo – May 19, 2017  
Letters to Property Owner – May 19, 2017 and June 21, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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*Detailed Outline of Requested Action:* The applicant, Kerry Hokanson wants to cultivate mushrooms and other crops, keep bee hives, raise crickets and sell plants, fungus (mushrooms), insects and insect products, specifically bee honey and crickets on one (1) acre at 419 South 81<sup>st</sup> Street.

*City Ordinance Requirements:* 27-592 through 27-606

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## **FACTORS TO BE CONSIDERED**

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### ***1. The Character of the Neighborhood.***

The character of the neighborhood is comprised of single family homes. There is a mixture of ½ acre to one (1) acre size lots in the area. While the area is not rural, there is quite a bit of separation between residences.

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

The zoning and uses of properties nearby is set out above. Growing crops is relatively compatible with the surrounding neighbors. Depending on the proximity

of the garden plots to the property line and adjacent residences, the bee hives should not cause an issue for nearby properties.

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

The removal of the restrictions should not detrimentally affect nearby property if the applicant follows the stipulations set forth in this staff report.

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

The property is not vacant.

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

Special use permits are not addressed in the Master Plan.

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

If the applicant decides to sell produce and products on the property, there will be an increase in the amount of vehicular traffic to the property, but not to the point where it exceeds the capacity of the street network to accommodate it. If the applicant intends to sell produce at farmer's markets, there will not be an increase in the amount of vehicular traffic to the site.

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

The proposed use will not substantially injure the visual quality or marketability or adjoining property because the growing crops on small plots is relatively low maintenance. Determining where the bee hives and crickets will be kept on the property in proximity to adjoining property lines will have an impact on this petition.

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

The noise normally associated with growing crops will not create problems for nearby property.

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

The proposed use will not pollute the air, land or water.

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

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

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowner is minimal.

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

The proposed use will not result in overcrowding of land or cause undue concentrations of population.

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**PREVIOUS ACTIONS**

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None

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**NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 28, 2017. According to the applicant, no one attended the meeting.

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**KEY ISSUES**

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Location of bee hives  
Processing of honey and insect products

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**PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-33, subject to:

**Urban Planning and Land Use Comments:**

1. Per Business Licensing:
  - a. If approved, applicant would be required to file with our office but would be exempt from paying an occupation tax, so long as all products grown were sold within the state and not been converted to some other product (e.g. tomatoes to salsa, fruit into jellies, etc.)
    - i. Sec. 34-37. - Exemptions.
      - (5) Any producer or grower or any agent or employee of a producer or grower engaged in the sale of farm or garden

products or fruits grown within the state, for that occupation, pursuant to K.S.A. 12-1617.

2. Please provide an operational business plan. What is the day-to-day operation?

***Applicant Response:*** It would be hard to give a very specific description of day to day operations on the farm because its creation is an emergent process. As I progress, I learn and have to adapt based on new information collected, observation, and practicality. Because my business in its infancy, it will go through stages of growth and changes that are hard to predict. However, I can provide a general idea of business operations. I have some crops planted now, but this year I am primarily focused on building the infrastructure I will need in the future (chicken fence, awning to start seeds, irrigation system). Because I am focused now on getting things set up, which involved one time projects, there is not yet a well-defined pattern of operation. When I am operational, these are roughly the processes I would want to have happen. Daily harvest and storage of produce (plants, eggs, mushrooms), sale of produce to the local community on the premises, on the weekends, sale of produce at farmers markets, sale of crickets to pet stores, periodical harvest of honey.

3. Will customers come to the property to purchase produce and/or will you sell produce at farmer's markets?

***Applicant Response:*** Ideally, both.

4. When you pick the produce, what will you do with the excess that is not sold?

***Applicant Response:*** The excess produce can be fed to chickens, fed to crickets, composted in piles, or with worms. Each option provides benefit in the form of another product, added fertility, and waste elimination/nutrient recycling.

5. Will you process and package honey produced by the bees or process crickets into feed?

***Applicant Response:*** If I can legally sell honey, I would like to do so. If not, they will help with pollination of my crops and reduce the chances of their extinction. As of right now, I do not plan on processing the crickets into feed, but selling them to pet stores whole.

6. The letter indicates 10' x 10' plots for gardening, will mushrooms be the only crop cultivated on the property?

***Applicant Response:*** Initially, mushrooms will be cultivated on logs on the south side of the property under the shade of a large hackberry tree. Eventually, I would like to grow them in a structure where the climate can

be controlled.

7. Do you plan on building any accessory buildings, such as greenhouses or hoop houses?

***Applicant Response:*** The business could operate without any additional structures. However, in the future I may look into building dedicated structures for growing crickets and mushrooms.

**Staff Response:** If you plan on building more than one detached accessory structure, you will need to obtain a variance from the Board of Zoning Appeals prior to obtaining a building permit for construction.

8. Do you intend to keep livestock on the property, if so, specify the animal(s) and quantity? Depending on the animal, a special use permit may be required.
- a. If you are keeping livestock, what shelter(s) will you provide?

***Applicant Response:*** At the moment, the only livestock we intend to keep on the property are chickens. If at some point in the future I decided more would be beneficial, I will go through the necessary legal steps.

9. Where will you raise the crickets, in the house or in another shelter to be constructed on the property?

***Applicant Response:*** As of right now, crickets can be raised in portable bins that can be outside for more of the season. I do not plan on having crickets in the house. In the future, I may consider erecting an additional building for that purpose.

**Staff Response:** If you plan on building more than one detached accessory structure, you will need to obtain a variance from the Board of Zoning Appeals prior to obtaining a building permit for construction.

10. Where will the bee hives be kept on the property?

***Applicant Response:*** The current plan is to keep the beehives in the southeast corner of the property, spaced the appropriate distance away from the property line.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
- 1) None
- B) Items that are conditions of approval (stipulations):
- 1) Provide a site plan showing existing septic tank and lateral field location(s), and proposed garden location(s) prior to operation.

C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

1) None

### Staff Conclusion:

The applicant has addressed staff's questions. Staff recommends approval of this petition subject to the following stipulations:

- (1) The special use permit is valid for two (2) years.
- (2) Grown produce (mushroom and honey) shall be sold at farmers markets. If you intend on selling produce on-site, then you will need to revise your special use permit and conduct another neighborhood meeting so your neighbors know that you will have customers coming to your property to purchase produce.
- (3) Obtain a business license with the Business Licensing Department at 4953 State Avenue, Kansas City, KS 66101 or (913) 573-8780.
- (4) Only one detached accessory building is permitted to be constructed within the R-1 Single Family District. The maximum size is 1,000 square feet or cover more than 30 percent of the rear yard.
- (5) If any signage is to be erected, obtain a sign permit(s) from the Urban Planning and Land Use Department.
- (6) Ensure that your garden plots are not sitting on top of or are in close proximity to your leach fields for your septic system.

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## **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

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## **STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-33 subject to all comments and suggestions outlined in this staff report.

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## **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
Applicant Letter  
Applicant Response Letter  
Neighborhood Meeting Minutes  
Letter of Support from Steven Hoesch  
Site Plan  
Site Photographs



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## REVIEW OF INFORMATION AND SCHEDULE

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|                |                     |                               |
|----------------|---------------------|-------------------------------|
| Action         | Planning Commission | Unified Government Commission |
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Special Use    | Approval            |                               |

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**STAFF CONTACT:**            **Byron Toy, AICP**  
                                         [btoy@wycokck.org](mailto:btoy@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-33** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-33**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:

### Hearing Starts: 3:14:40

**SPECIAL USE PERMIT APPLICATION #SP-2017-33 – KERRY HOKANSON WITH EARTH CITIZEN FARM – SYNOPSIS:** Home Occupation Special Use Permit for an urban farm at 419 South 81<sup>st</sup> Street. *Detailed Outline of Requested Action:* The applicant, Kerry Hokanson wants to cultivate mushrooms and other crops, keep bee hives, raise crickets and sell plants, fungus (mushrooms), insects and insect products, specifically bee honey and crickets on one (1) acre at 419 South 81<sup>st</sup> Street.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;

5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

**Present in Support:**

- ❖ Mr. Kerry Hokanson, 419 South 81<sup>st</sup> Street, Kansas City, Kansas 66111

**Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 3:17:01** Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

**Motion and Vote Starts: 3:17:13**

On motion by Ms. Jones, seconded by Mr. Carson, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2017-33:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to recommend APPROVAL Passed: 5 to 0**

**Subject to:**

**Urban Planning and Land Use Comments:**

1. Per Business Licensing:
  - a. If approved, applicant would be required to file with our office but would be exempt from paying an occupation tax, so long as all products grown were sold within the state and not been converted to some other product (e.g. tomatoes to salsa, fruit into jellies, etc.)
    - i. Sec. 34-37. - Exemptions.  
(5) Any producer or grower or any agent or employee of a producer or grower engaged in the sale of farm or garden products or fruits grown within the state, for that occupation, pursuant to K.S.A. 12-1617.

2. Please provide an operational business plan. What is the day-to-day operation?

***Applicant Response:*** It would be hard to give a very specific description of day to day operations on the farm because its creation is an emergent process. As I progress, I learn and have to adapt based on new information collected, observation, and practicality. Because my business in its infancy, it will go through stages of growth and changes that are hard to predict. However, I can provide a general idea of business operations. I have some crops planted now, but this year I am primarily focused on building the infrastructure I will need in the future (chicken fence, awning to start seeds, irrigation system). Because I am focused now on getting things set up, which involved one time projects, there is not yet a well-defined pattern of operation. When I am operational, these are roughly the processes I would want to have happen. Daily harvest and storage of produce (plants, eggs, mushrooms), sale of produce to the local community on the premises, on the weekends, sale of produce at farmers markets, sale of crickets to pet stores, periodical harvest of honey.

3. Will customers come to the property to purchase produce and/or will you sell produce at farmer's markets?

***Applicant Response:*** Ideally, both.

4. When you pick the produce, what will you do with the excess that is not sold?

***Applicant Response:*** The excess produce can be fed to chickens, fed to crickets, composted in piles, or with worms. Each option provides benefit in the form of another product, added fertility, and waste elimination/nutrient recycling.

5. Will you process and package honey produced by the bees or process crickets into feed?

***Applicant Response:*** If I can legally sell honey, I would like to do so. If not, they will help with pollination of my crops and reduce the chances of their extinction. As of right now, I do not plan on processing the crickets into feed, but selling them to pet stores whole.

6. The letter indicates 10' x 10' plots for gardening, will mushrooms be the only crop cultivated on the property?

***Applicant Response:*** Initially, mushrooms will be cultivated on logs on the south side of the property under the shade of a large hackberry tree. Eventually, I would like to grow them in a structure where the climate can be controlled.

7. Do you plan on building any accessory buildings, such as greenhouses or hoop houses?

***Applicant Response:*** The business could operate without any additional structures. However, in the future I may look into building dedicated structures for growing crickets and mushrooms.

**Staff Response:** If you plan on building more than one detached accessory structure, you will need to obtain a variance from the Board of Zoning Appeals prior to obtaining a building permit for construction.

8. Do you intend to keep livestock on the property, if so, specify the animal(s) and quantity? Depending on the animal, a special use permit may be required.
- a. If you are keeping livestock, what shelter(s) will you provide?

***Applicant Response:*** At the moment, the only livestock we intend to keep on the property are chickens. If at some point in the future I decided more would be beneficial, I will go through the necessary legal steps.

9. Where will you raise the crickets, in the house or in another shelter to be constructed on the property?

***Applicant Response:*** As of right now, crickets can be raised in portable bins that can be outside for more of the season. I do not plan on having crickets in the house. In the future, I may consider erecting an additional building for that purpose.

**Staff Response:** If you plan on building more than one detached accessory structure, you will need to obtain a variance from the Board of Zoning Appeals prior to obtaining a building permit for construction.

10. Where will the bee hives be kept on the property?

***Applicant Response:*** The current plan is to keep the beehives in the southeast corner of the property, spaced the appropriate distance away from the property line.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
- 1) None
- B) Items that are conditions of approval (stipulations):
- 1) Provide a site plan showing existing septic tank and lateral field location(s), and proposed garden location(s) prior to operation.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

**Staff Conclusion:**

The applicant has addressed staff's questions. Staff recommends approval of this petition subject to the following stipulations:

- (1) The special use permit is valid for two (2) years.
- (2) Grown produce (mushroom and honey) shall be sold at farmers markets. If you intend on selling produce on-site, then you will need to revise your special use permit and conduct another neighborhood meeting so your neighbors know that you will have customers coming to your property to purchase produce.
- (3) Obtain a business license with the Business Licensing Department at 4953 State Avenue, Kansas City, KS 66101 or (913) 573-8780.
- (4) Only one detached accessory building is permitted to be constructed within the R-1 Single Family District. The maximum size is 1,000 square feet or cover more than 30 percent of the rear yard.
- (5) If any signage is to be erected, obtain a sign permit(s) from the Urban Planning and Land Use Department.
- (6) Ensure that your garden plots are not sitting on top of or are in close proximity to your leach fields for your septic system.

The purpose of this agricultural endeavor will be to provide people access to organically, locally, and sustainably grown produce, strengthen the community, and exist as a profitable business.

During the past 2-3 years I have devoted considerable thought to various ways of growing plants and food, and within the last year have done extensive research into sustainable agriculture. Through the combination of many related ideas I am confident I can attain a notable level of production of a diverse array of produce.

Many practices will be implemented to increase the efficiency of the operation. Biochar will be tilled into the soil. Biochar is pure carbon with astronomical amounts of surface area on which beneficial bacteria and fungus can grow. The more biological activity of beneficial microorganisms in the soil, the higher the cation exchange capacity of the soil, and the faster and healthier the plants will grow. Other forms of organic material will be added to the soil over time as well in the form of roots from cover crops and composted humus. In order to ensure the presence of beneficial microorganisms, they can be added directly to the soil as a powder dissolved in water. This will greatly accelerate the process of building healthy soil and increasing productivity.

In addition to the previously mentioned soil amendments, cover cropping will be practiced. Cover cropping offers various benefits depending on which variety is chosen. Roots penetrate deep into the soil, adding organic matter, aerating the soil, and transporting nutrients buried deep in the ground to be utilized by other crops. If a legume variety is chosen, it will add nitrogen to the soil by means of a symbiotic relationship with specific nitrogen-fixing bacteria. These benefits only concern what a cover crop does below the ground level. The above ground portion of the plant body, depending on which one, can be eaten, fed to livestock, turned into hay, tilled back into the soil or composted.

All of the above practices apply to growing plants but plants will not be the only products offered. Various fungi will be grown and sold, specifically shiitake, reishi, and oyster mushrooms. These mushrooms can be a vital part of a nutritious diet and possess a variety of amazing health benefits. Oyster mushrooms can be grown on hay and woodchips. Shiitake and reishi can be grown on logs or woodchip bricks. In addition to plants and fungus, insects and insect products will be sold. Specifically, bee honey, and crickets. Having a hive of bees on site would help with pollination and provide another marketable product. Crickets can be grown easily and quickly and provide a nutritious source of protein. They can be grown much more efficiently than other kinds of livestock. Egg chickens would also provide another nutritious food source and marketable product.

The productivity of this business will be a result of an understanding and utilization of the interactions between organisms and their environment to optimize the amount produced and quality of product. For example, waste products from one aspect of the business can be turned into inputs to others. Unsellable parts of plants can be fed to the crickets and chickens generating revenue. Chickens can eat the crickets. Cover

17402-00027

crops can be turned into valuable compost. The Hay used to grow mushrooms can be grown directly on site. The growth of a wide variety of plants makes a diverse ecosystem that is more resistant to disease and pest infestations. All of these practices maximize efficiency, sustainability, and profitability while reducing waste and providing a service to the community.

The method I will use to grow plants is referred to as SPIN farming, or small plot intensive farming. It involves cultivation of a variety of crops in long rectangular beds about 3 feet wide. There are many other farmers around the country who have developed profitable businesses based on this simple principle on areas less than 1 acre. After each harvest, the necessary organic soil amendments are added to the soil and a new crop is planted.

Crickets and mealworms are specialty produce that can be easily grown in containers. Insect agriculture provides a way to turn waste products from the farm into marketable value added products. Likewise, the crickets can be fed to chickens to promote their health and happiness which results in better eggs.

A marketable amount of mushrooms can be cultivated in a 10 foot by 10 foot area using proven techniques such as the ladder method where the colonized woodchip blocks are suspended at different levels and allowed fruit and produce mushrooms.

**2. Operational Business plan:** It would be hard to give a very specific description of day to day operations on the farm because its creation is an emergent process. As I progress I learn and have to adapt based on new information collected, observation, and practicality. Because my business is in its infancy, it will go through stages of growth and change that are hard to predict. However, I can provide a general idea of business operations. I have some crops planted now, but this year I am primarily focused on building the infrastructure I will need in the future (Chicken fence; Awning to start seeds; Irrigation system). Because I am focused now on getting things set up, which involved one time projects, there isn't yet a well-defined pattern of operation. When I am operational, these are roughly the processes I would want to have happen. Daily harvest and storage of produce (Plants; Eggs; Mushrooms); Sale of produce to the local community on the premises; on the weekends, sale of produce at farmers markets; sale of crickets to pet stores; Periodical harvest of Honey.

**3. Will customers come to the property to purchase produce and/or will you sell produce at farmers markets?** Ideally, both.

**4. When you pick the produce, what will you do with the excess that is not sold?** The excess produce can be fed to chickens, fed to crickets, composted in piles, or with worms. Each option provides benefit in the form of another product, added fertility, and waste elimination/nutrient recycling.

**5. Will you process and package honey produced by the bees or process the crickets into feed?** If I can legally sell honey, I would like to do so. If not, they will help with pollination of my crops and reduce the chances of their extinction. As of right now I do not plan on processing the crickets into feed but selling them to pet stores whole.

**6. The letter indicates 10' x 10' plots for gardening, will mushrooms be the only crop cultivated on the property?** Initially, mushrooms will be cultivated on logs on the south side of the property under the shade of a large hackberry tree. Eventually, I would like to grow them in a structure where the climate can be controlled.

**7. Do you plan on building any accessory buildings, such as greenhouses or hoop houses?** The business could operate without any additional structures. However, In the future I may look into building dedicated structures for growing crickets and mushrooms.

**8. Do you intend to keep livestock on the property if so, specify the animal(s) and quantity?** At the moment the only livestock we intend to keep on the property are chickens. If at some point in the future I decide more would be beneficial, I will go through the necessary legal steps.

**9. Where will you raise the cricket, in the house or in another shelter to be constructed on the property?** As of right now, crickets can be raised in portable bins that can be kept outside for most of the season. I don't plan on having the crickets in the house. In the future I may consider erecting an additional building for that purpose.

**10. Where will the beehives be kept on the property?** The current plan is to keep the beehives in the Southeast corner of the property, spaced the appropriate distance away from the property line.



Application Number SP0217-33  
Date and Location: Sunday, May 28, 2017

Meeting called to order at: 9:00 am

Names of people in attendance:

*No one attended the actual meeting.*

Introductions:

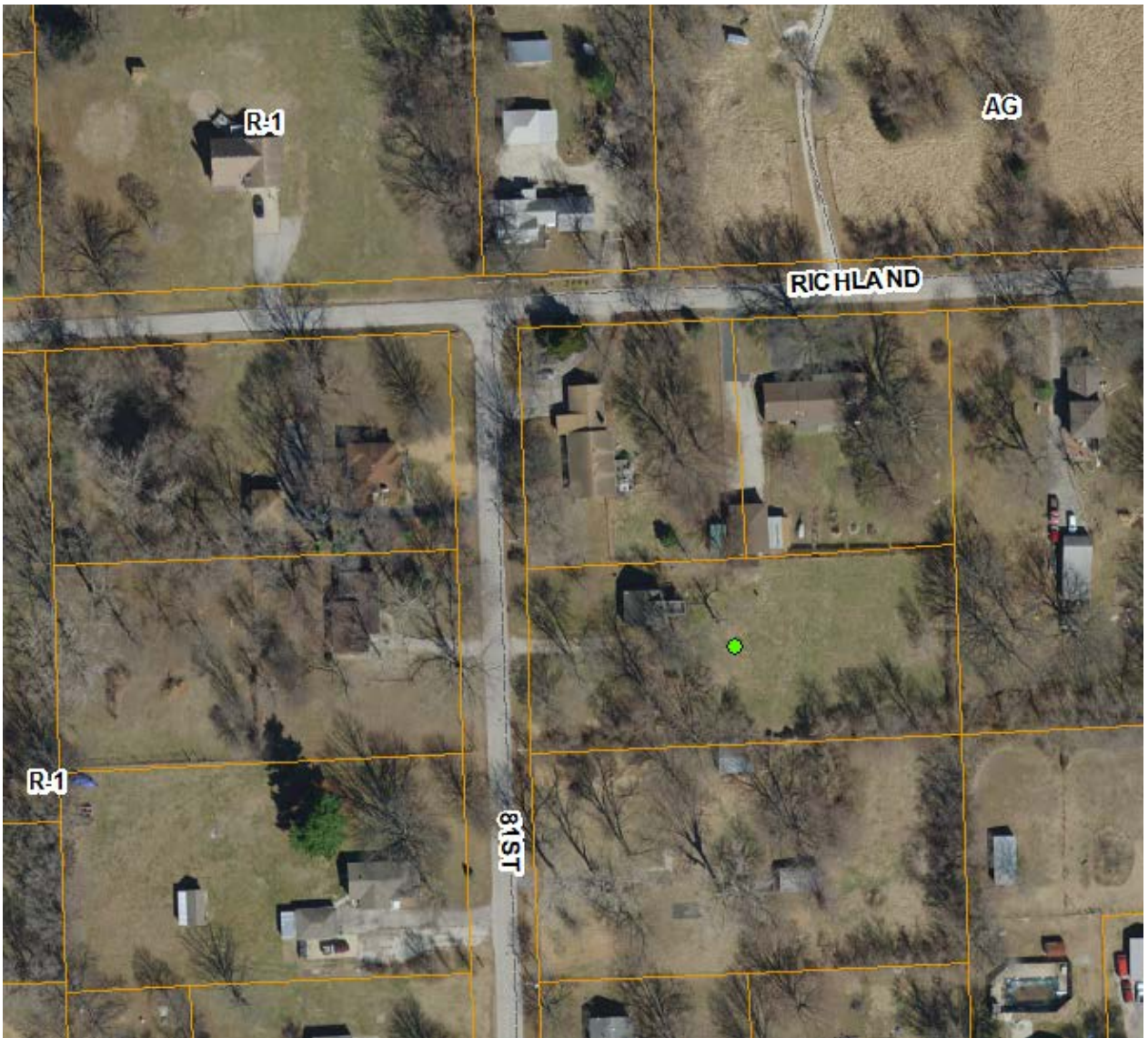
Presentation by applicant and/or team (explain what information was given to those in attendance and a summary of what the speaker said).

Questions and answers (include the following):

- Who asked question or gave comment
- What was the question or comment
- Who answered the question/comment
- What was the answer given

Meeting adjourned at: *9:30 am*

Minutes taken by: *Wilson H. Kanan*



**Figure 1. Aerial photograph of 419 South 81st Street, as indicated by the green dot (provided by ArcView GIS).**







**Figure 2. Photograph of 419 South 81st Street (provided by the applicant).**



**Figure 3. Photograph of 419 South 81st Street (provided by the applicant).**

**Toy, Byron**

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**From:** PlanningInfo  
**Sent:** Wednesday, May 31, 2017 8:23 AM  
**To:** steven hoesch  
**Cc:** Parker, Janet; Toy, Byron  
**Subject:** RE: Special Use Permit # SP-2017-33

**Importance:** High

Thank you for your email; I will make sure that it is included in the packet for the meeting.

Janet

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**From:** steven hoesch [mailto:stevehoesch@gmail.com]  
**Sent:** Tuesday, May 30, 2017 1:34 PM  
**To:** PlanningInfo  
**Subject:** Special Use Permit # SP-2017-33

Department of Urban Planning and Land Use  
701 North 7th Street- Room 423  
Kansas City,KS. 66101

To whom it may concern:

I recently received notification that my neighbor to the north; Kerry Hokanson, of 419 S. 81st , has filed a petition with the city for a "Home occupation special use permit for an urban farm" (Ref: SP-2017-33).

I will not be attending the public meeting on June 12th, but I wanted to register MY FULL SUPPORT for my neighbor's plans for an urban farm. I live to his immediate south and share the longest contiguous border with that property.

Thank you,

Steve Hoesch  
433 S. 81st  
Kansas City,KS. 66111





# Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-34

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## GENERAL INFORMATION

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**Applicant:**  
Melissa Alderman

**Status of Applicant:**  
Representative  
Advance Stores Company, Inc.  
5008 Airport Road  
Roanoke, VA 24012

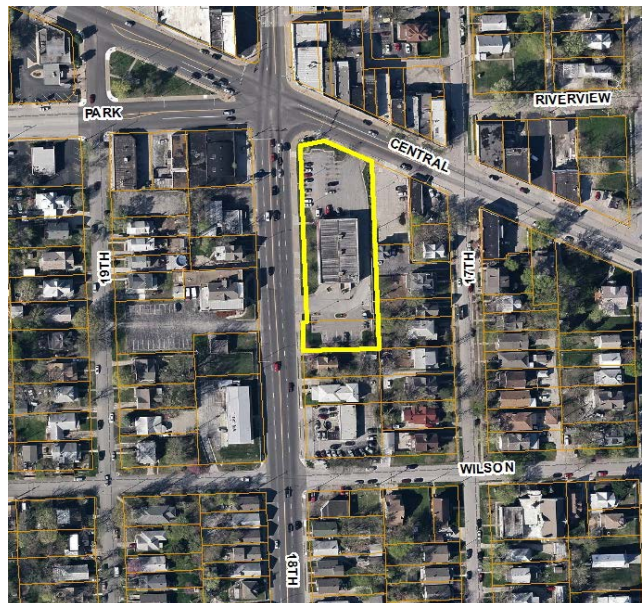
**Requested Action:**  
Approve renewal of Special Use Permit

**Date of Application:**  
April 10, 2017

**Purpose:**  
Renewal of a special use permit for the temporary use of land for a parking lot

**Property Location:**  
1 South 18<sup>th</sup> Street – Advance Auto Parts Store  
21 South 18<sup>th</sup> Street – Parking Lot

**Existing Zoning:** R-1 (B) Single Family District



**Existing Surrounding Zoning:** North: C-3 Commercial District  
South: R-1(B) Single Family District  
East: R-1(B) Single Family District  
West: C-3 Commercial District

**Existing Uses:** North: Advance Auto Parts store  
South: Single family residence  
East: Single family residence

**Total Tract Size:** .16 acre

**Master Plan Designation:** Medium Density Residential

**Major Street Plan:** The City Wide Master Plan designates South 18<sup>th</sup> Street as a Class B thoroughfare

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owner – May 18, 2017 and June 21, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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**Detailed Outline of Requested Action:** Originally this was a request to allow Advance Auto Parts to add about 16 parking spaces to the south side of its site. A residence was purchased to provide the land for the new parking lot. The lot was approved for a special use permit and this is the fifth request for renewal.

**Code Enforcement Actions:**

- The property at 21 South 18<sup>th</sup> Street was cited in March of 2017 as the special use permit had expired for the parking lot; thus this application has been filed.
- The property at 21 South 18<sup>th</sup> Street was cited in April 2016 for weeds and trash – Issues have been corrected and the case closed.

**City Ordinance Requirements:** 27-1251 through 27-1270

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## **FACTORS TO BE CONSIDERED**

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**1. The Character of the Neighborhood.**

Although there are commercial uses at the corners of the intersection of Central Avenue, 18<sup>th</sup> Street and Park Drive, single family residences surround these uses.

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

The zoning and uses are set out above. If community standards were met, there is little doubt that the proposed uses would be compatible.

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

The property has been designed and implemented in a manner to protect nearby property.

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

The property has been in use as a parking lot. Prior to re-development the property was an occupied single family residence.

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

This request does not conform to the Master Plan although it is on the boundary of an area designated for commercial development.

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

This parking lot addition helps to accommodate traffic.

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

The project has been designed to minimize impacts on nearby property.

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

Noise could be an issue from time to time as with any commercial parking lot that is relatively close to residences. With the screening fence, plant material, and reasonable distance, we do not see this as a significant issue.

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

Auto parts stores can be sources of surface water pollution when people do maintenance in the parking lot. This part of the property should see very little of this.



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

This is not an issue.

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

There has been little impact on neighboring property owners.

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

This is not an issue.

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## **PREVIOUS ACTIONS**

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Special Use Permits were approved in 2005, 2007, 2009, 2011 and 2014 for this parking lot.

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 25, 2017; according to the applicant no one was in attendance.

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## **KEY ISSUES**

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None

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-34, subject to:

**Urban Planning and Land Use Comments:**

**Please update the staff on compliance with the previous stipulations:**

**Stipulations from #SP-2014-31:**

1. Dusk to Dawn parking lot lighting
2. Speed bumps around the lot
3. Proactively clean parking and grass daily (morning and evening)
4. Enhance corner of intersection and other areas with a water system and additional shrubbery.
5. Security camera for the back lot accessible to police when necessary

6. Restrict parking lot sales and other activities not related to the operation of the store.
7. There will be no fencing except for the wooden privacy fence shown on the original plans.
8. Left turns onto 18th Street will be allowed.

**Applicant Response:** “I confirmed with the District Manager that all stipulations are being conformed with and will continue to be. I also reiterated that the cleaning of the parking area and grass need to be maintained to avoid any future violations.”

**Business License Comments:**

Advance Auto Parts has filed and maintained a current occupation tax with our office since 1998.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:  
1) None
- B) Items that are conditions of approval (stipulations):  
1) None
- C) Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents:  
1) None

**Staff Conclusion:**

Staff recommends approval subject to the prior stipulations and commitment from the applicant for two (2) years.

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**STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

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**STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-34 subject to all comments and suggestions outlined in this staff report.

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**ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
Zoning Map  
Aerial Map

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## REVIEW OF INFORMATION AND SCHEDULE

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|                |                     |                               |
|----------------|---------------------|-------------------------------|
| Action         | Planning Commission | Unified Government Commission |
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Special Use    | Approval            |                               |

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**STAFF CONTACT:** Janet L. Parker, CSC/APC  
[jparker@wycokck.org](mailto:jparker@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-34** as meeting all the requirements of the City code and being in the interest of the public, health safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-34**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:

**SPECIAL USE PERMIT #SP-2017-34 – MELISSA ALDERMAN WITH ADVANCE AUTO – SYNOPSIS:** Renewal of a Special Use Permit (#SP-2014-31) for a parking lot in conjunction with Advance Auto Parts store at 21 South 18<sup>th</sup> Street. **Detailed Outline of Requested Action:** Originally this was a request to allow Advance Auto Parts to add about 16 parking spaces to the south side of its site. A residence was purchased to provide the land for the new parking lot. The lot was approved for a special use permit and this is the fifth request for renewal. **Code Enforcement Actions:** The property at 21 South 18<sup>th</sup> Street was cited in March of 2017 as the special use permit had expired for the parking lot; thus this application has been filed. The property at 21 South 18<sup>th</sup> Street was cited in April 2016 for weeds and trash – Issues have been corrected and the case closed.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items? Planning Commissioner Mose excused himself (7:40) due to a conflict of interest.

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

1. The City’s currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City’s currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notices to property owners; and
7. The publications in the Echo for the special use permits.

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

Chairman Huey asked if any member of the public, staff or Commission wished to remove an item from the Consent Agenda. Mr. Michael Johnson, 733 Minnesota Avenue, Kansas City, Kansas, requested that Special Use Permit #SP-2017-22 be removed from the Consent Agenda.

#### **Motion and Vote Starts: 9:21**

On motion by Mr. Carson, seconded by Dr. Serda, the Planning Commission voted as follows to **APPROVE the remaining items on the Consent Agenda:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Not Present</b> |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Aye</b>         |

**Motion to APPROVE Passed: 5 to 0**

**Subject to:**

#### **Urban Planning and Land Use Comments:**

**Please update the staff on compliance with the previous stipulations:**

#### **Stipulations from #SP-2014-31:**

1. **Dusk to Dawn parking lot lighting**
2. **Speed bumps around the lot**

3. Proactively clean parking and grass daily (morning and evening)
4. Enhance corner of intersection and other areas with a water system and additional shrubbery.
5. Security camera for the back lot accessible to police when necessary
6. Restrict parking lot sales and other activities not related to the operation of the store.
7. There will be no fencing except for the wooden privacy fence shown on the original plans.
8. Left turns onto 18th Street will be allowed.

**Applicant Response:** “I confirmed with the District Manager that all stipulations are being conformed with and will continue to be. I also reiterated that the cleaning of the parking area and grass need to be maintained to avoid any future violations.”

**Business License Comments:**

Advance Auto Parts has filed and maintained a current occupation tax with our office since 1998.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

**Staff Conclusion:**

Staff recommends approval subject to the prior stipulations and commitment from the applicant for two (2) years.



Figure 1. Aerial photograph of 1 and 21 South 18th Street (provided by UG Maps).



Figure 2. Zoning map of 1 and 21 South 18th Street as indicated by the green dot (provided by ArcView GIS).





## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-35

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### GENERAL INFORMATION

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**Applicant:**  
Carmen Cabia Garcia

**Status of Applicant:**  
Representative  
El Tenedor KC, LLC

**Requested Action:**  
Special Use Permit

**Date of Application:**  
April 26, 2017

**Purpose:**  
To park food truck at  
residence

**Property Location:**  
8130 Kaw Drive

**Existing Zoning:**  
R-1 Single Family District





**Existing Surrounding Zoning:** **North:** R-1 Single Family District  
**South:** R-1 Single Family District  
**East:** R-1 Single Family District  
**West:** R-1 Single Family District

**Existing Uses:**

**North:** Single Family homes  
**South:** Single Family homes  
**East:** Single Family homes  
**West:** Single Family homes

**Total Tract Size:** 0.29 acre

**Master Plan Designation:** The City-Wide Master Plan classifies this property for low density residential use.

**Major Street Plan:** The City-Wide Master Plan classifies 8<sup>th</sup> Terrace as a local street.

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owner – May 18, 2017 and  
June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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Detailed Outline of Requested Action: The applicant, Carmen Cabia Garcia, of El Tenedor KC, LLC, is requesting a Special Use Permit to park a food truck at her residence at 2932 South 8<sup>th</sup> Terrace.

City Ordinance Requirements: 27-592 through 27-606

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## **FACTORS TO BE CONSIDERED**

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**1. *The Character of the Neighborhood.***

The neighborhood is entirely of small lot single-family residences.

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

The zoning and their uses are set out above. While a commercial operation and food truck are not technically allowed in R-1 districts, as this is a converted RV, the storage of the vehicle could be seen as temporarily compatible.

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

The property is suitable for the proposed use and the removal of the restrictions will not detrimentally affect nearby property.

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

The property is not vacant.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use will not result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.

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

The proposed use is only necessary for the applicant while she grows her business and finds a more permanent storage solution.

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

The proposed use is not expected to cause excessive noise, vibration, dust, or illumination that would be problematic for near-by property owners.

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

The proposed use will not pollute the air, land or water.

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

This is not applicable.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowner is minimal.

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

This is not applicable.

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## **PREVIOUS ACTIONS**

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None

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 25. Three people were in attendance; no opposition was recorded.

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## **KEY ISSUES**

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Length of Use

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## **STAFF COMMENTS AND SUGGESTIONS**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-35, subject to:

**Urban Planning and Land Use Comments:**

1. If approved, special use permit shall be valid for a period of two (2) years
2. If approved, no signage is permitted on the property advertising the business
3. If you operate the food truck in Kansas City, Kansas, you must submit a Mobile Vending Agreement (attached) and obtain a KCK business license

**Public Works Comments:**

None

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## **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

### STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #**SP-2017-35** subject to all comments and suggestions outlined in this staff report.

## ATTACHMENTS

June 12, 2017 City Planning Commission Minutes  
Zoning map  
Aerial image of property  
Letter from applicant  
Photos submitted by applicant  
Petition in support  
Mobile Vending Agreement form

## REVIEW OF INFORMATION AND SCHEDULE

| Action         | Planning Commission | Unified Government Commission |
|----------------|---------------------|-------------------------------|
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Special Use    | Approval            |                               |

**STAFF CONTACT:** **Jamie Hickey**  
[jhickey@wycokck.org](mailto:jhickey@wycokck.org)

## MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-35** as meeting all the requirements of the City Code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-35**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 3:17:45**

#### **SPECIAL USE PERMIT APPLICATION #SP-2017-35 – CARMEN CABIA GARCIA WITH EL TENEDOR KC LLC – SYNOPSIS:**

Special Use Permit for the Temporary Use of Land to park a food truck at 2932 South 8<sup>th</sup> Terrace. **Detailed Outline of Requested Action:** The applicant, Carmen Cabia Garcia, of El Tenedor KC, LLC, is requesting a Special Use Permit to park a food truck at her residence at 2932 South 8<sup>th</sup> Terrace.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

### **Present in Support:**

- ❖ Ms. Carman Cabia Garcia, 2932 South 8<sup>th</sup> Terrace, Kansas City, Kansas
- ❖ There was one person in favor that did not speak

### **Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 3:21:57** Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

### **Motion and Vote Starts: 3:22:03**

On motion by Ms. Pauley, seconded by Mr. Mose, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2017-35:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |

Serda                      Not Present  
Motion to recommend APPROVAL Passed: 5 to 0  
Subject to:

**Urban Planning and Land Use Comments:**

1.     If approved, special use permit shall be valid for a period of two (2) years
2.     If approved, no signage is permitted on the property advertising the business
3.     If you operate the food truck in Kansas City, Kansas, you must submit a Mobile Vending Agreement (attached) and obtain a KCK business license

**Public Works Comments:**

None









Monday, April 10<sup>th</sup> 2017

Neighborhood Resource Center (NRC)

Urban Planning and Land Use

4953 State Ave.

Kansas City, KS 66102

To whom It May Concern:

My name is Carmen Cabia-Garcia. I live at 2932 S 8<sup>th</sup> Ter. Kansas City, KS 66103. I am a professional chef from Barcelona, Spain. I was a traditionally trained in my home country, but moved to the USA sixteen years ago and became a US citizen. I have been featured in the Kansas City Star, Wichita Eagle, Feast magazine and multiple T.V. and social media appearances. I am the only Spanish chef in the Kansas City area. My mobile kitchen is my business and livelihood.

When I was looking to buy a house, my priority was to find a neighborhood where I could park my mobile kitchen in my driveway. It is important to me to have my mobile kitchen close to my house for my safety. Usually my events are at night and I come back to my house carrying money late at night. I am a woman and I am aware that I could be a target for assault and robbery. I do public events, for instance, The Kansas City Star Festival, which ends late at night. I take the risk because it's impossible for me to turn down late night events because my work season is limited and I need to make my living.

My food truck is a motor home that is converted into a mobile kitchen. It is 22 ft. long and 10 ft. wide. I have submitted a photo. I have all the legal

documentation such as inspection reports and certifications from the health department, commercial insurance, motor vehicle inspection and registration, and everything else needed to operate a mobile kitchen in Kansas City. I have provided documentation as proof.

Mr. Ramirez is the only neighbor to complain about my mobile kitchen. He has been a problematic individual since the moment I moved into my house. He has filed complaints against me several times without being able to get away with anything. He has a motor home much larger and heavier in his driveway.

I work very hard to improve my property. (I am including pictures.) I am being viscously attacked by Mr. Ramirez. He is a problematic individual who has always had issues with me and several other neighbors. If necessary I can include documentation regarding the neighbor's issues with Mr. Ramirez.

I am asking permission to keep my mobile kitchen on my property until I can find a safe and secure parking situation. This is very important to me because I have concerns for my safety and risk of life. My business season is just beginning so I am extremely busy now. I am asking the committee to please give me the permission to keep my mobile kitchen on my property until I can make other arrangements. If it would help my situation, I would cover the logo on the side because really this is the only difference between my motor home and any other motor home. Please consider my circumstances and thank-you for your time.

Sincerely,

*Carmen Calra - Garcia*  










## Special Permit Petition Form

Applicant Name: Carmen Cabia  
 Applicant Address: 2932 S 8th Ter. KC KS 66103  
 Applicant Phone Number: 913 269 6362  
 Applicant email address: carmacabiachef@gmail.com  
 Special Use Permit for the Temporary Use of Land to Park a Food Truck.

| Name                                                                              | Address                     | Phone/email  | I am in favor                       | I am NOT in favor        |
|-----------------------------------------------------------------------------------|-----------------------------|--------------|-------------------------------------|--------------------------|
| Robert Hanson                                                                     | 2947 S 8th Ter. KC, KS      | 913-236-6999 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| CLARA Valdivia                                                                    | 2911 S 8th Ter. KC, KS      | 913-432-5784 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| R. Chad Pineda                                                                    | 2921 S. 8th Ter. KC, KS     | 913-732-5787 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Joseph Valdivia                                                                   | 2911 S. 8th Ter. N.E. KS    | 913-432-5784 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Valerie Edmundo                                                                   | 2924 S. 8th St. KC KS 66103 | 913-710-9800 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|  | 2928 S 8th Ter. KC, KS      | 785-871-1935 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Maeda Quizon                                                                      | 2901 S. 8th Ter. KC, KS     | 785-554-5913 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Kevin Underwood                                                                   | 2939 S 8th Ter. KC, KS      | 913-927-2400 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heddy Aguilar                                                                     | 2939 S 8th Ter. KC, KS      | 913-980-2416 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| David Foster                                                                      | 2943 S 9th Ter. KC, KS      | 913-262-6424 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Preston Tansur                                                                    | 2924 S 8th St. KC, KS       | 913-787-4498 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Eileen Armenta                                                                    | 2938 S 8th St. KC, KS       | 913-432-2718 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Jesus Acosta                                                                      | 3001 S 9th St. KC, KS       | 702-2560801  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ben Beltran                                                                       | 2901 S 9th St. KC, KS       | 816-810-1031 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

## Special Permit Petition Form

Applicant Name: Carmen Cabla

Applicant Address: 2932 S 8th Ter. KC KS 66103

Applicant Phone Number: 913 269 6362

Applicant email address: carmencablachet@gmail.com

Special Use Permit for the Temporary Use of Land to Park a Food Truck.

| Name                       | Address                    | Phone/email   | I am in favor                       | I am NOT in favor        |
|----------------------------|----------------------------|---------------|-------------------------------------|--------------------------|
| <del>Carmen Cabla</del>    | 2921 S. 9th St. KCKS       | 816-517-9393  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <del>Anthony McElune</del> | 8915 So 9th St KCKS        | 913-362-2223  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <del>Stephanie W</del>     | 2927 So. 9th St            | 913-718-1511  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| MICHAEL F. HEINKE          | 2939 S. 9TH ST. K.C. KS,   | 913-451-0484  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wendy Falk                 | 2933 59th St KCK           | 620-404-9147  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Steven Falk                | 2933 59th St KCK           | 785-548-5041  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Deanna L. Beswick          | 2933 S. 8th Terrace        | (913)558-7081 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Robert D. Foster           | 2932 S 8th Terrace         | (913)558-7081 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Willed Vogue               | 3500 58th St. WCh          | (913)221-3226 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <del>Carmen Cabla</del>    | 2932 S 8th St KCKS         | 913-269-6362  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <del>AL Tereza Bank</del>  | 11300 Temahawk Creek, Pkwy | 913-651-2223  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <del>Tamara contact</del>  | 7100                       | Lawwood, KS   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

doesn't have  
merits & opinion



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423 • Kansas City, Kansas 66101  
P (913)-573-5750 • [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org) • F (913)-573-5796



### Food Truck & Mobile Food Vending Annual Agreement

Please submit this agreement once a year if the proposed food truck is to be parked in one of the following zoning districts: C-0, C-1, C-D, C-2, C-3, M-1, M-2, M-3, and TND.

Submit your completed agreement to:

Urban Planning and Land Use

Department  
701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101 [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

A complete agreement consists of the following items:

- o Signed and completed agreement packet
- o Documentation from Wyandotte County Health Department
- o Copy of trailer or vehicle current registration with the state Division of Motor Vehicles

Please note: This agreement must be renewed on an annual basis. All agreements expire at the end of the calendar year, regardless of month submitted.

#### Applicant Information

Business Name El Tenedor KC LLC

KCK Business License 782-602-7

Number

Contact Name Carmen Cabia Garcia

Address 2932 S 8<sup>th</sup> Terrace

City Kansas State Kansas Zip 66030

Phone 913-269-6362 E-mail carmencabiachef@gmail.com

#SP 2017-35

June 12, 2017

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### Vending Information

Days of Operation \_\_\_\_\_

Hours of Operation \_\_\_\_\_

Frequency of Operation (Monthly, Weekly, Etc.) Weekly / Monthly

It is your responsibility to ensure proper and up-to-date licenses and permits required for the operation of the business are in place. These may include food manufacturer's licenses, sales tax permits, food manager's certifications, and any other licenses or permits required by the city, county or state. Contact the Unified Government Business License Department at (913) 573-8780 for any questions.

Please note: This agreement is subject to review by the Unified Government Urban Planning and Land Use Department.

### Location of Operation

Please provide the addresses where you plan to operate your business as well as affidavits of consent from all property owners. If vending will occur exclusively on public streets, please note that below.

Please see attached contracts

### Declaration

I hereby affirm that the above statements are true and correct and constitute the basis for issuance of this agreement. I also agree to abide by the requirements set out in the Unified Government Wyandotte County/Kansas City, Kansas Code of Ordinances and any subsequent amendments thereto and to the provisions of such other ordinances regulating and relating to food trucks and mobile food vending. I understand that any variance from the statements made in this application or the provisions of abovementioned ordinances shall constitute the basis for revocation of this agreement.

Applicant's Signature \_\_\_\_\_

| Office Use Only          |       |
|--------------------------|-------|
| Date of Approval         | _____ |
| Reviewed By              | _____ |
| Printed Name             | _____ |
| Stipulations of Approval | _____ |
|                          | _____ |
|                          | _____ |
|                          | _____ |

#SP 2017-35

June 12, 2017

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# Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-39

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## GENERAL INFORMATION

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**Applicant:**  
Jon Corbin

**Status of Applicant:**  
Representative  
KVC Foundation, Inc.  
4300 Brenner Drive  
Kansas City, KS

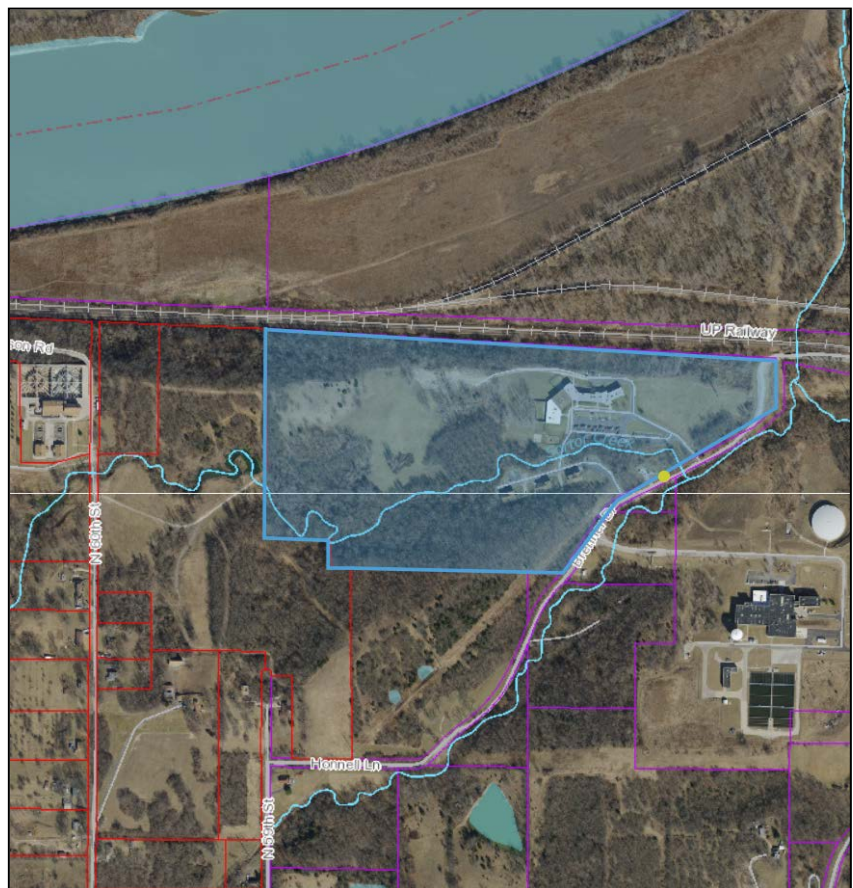
**Requested Action:**  
Special Use Permit

**Date of Application:**  
April 28, 2017

**Purpose:**  
To use a temporary trailer  
for storage

**Property Location:**  
4300 Brenner Drive

**Existing Zoning:**  
R-1 Single Family District



**Existing Surrounding Zoning:** **North:** AG Agricultural District, Union Pacific Railway, and Missouri River  
**South:** R-1 Single Family District  
**East:** R-1 Single Family District  
**West:** R-1 Single Family and AG Agricultural Districts

**Existing Uses:** **North:** Railroad use  
**South:** Undeveloped parcels  
**East:** Undeveloped parcels  
**West:** Undeveloped parcels and large lot residences

**Total Tract Size:** 54.51 acres

**Master Plan Designation:** The City-Wide Master Plan classifies this property for agricultural use.

**Major Street Plan:** The City-Wide Master Plan classifies Brenner Drive as a local street.

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owner – May 18, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** There were four persons present in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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*Detailed Outline of Requested Action:* The applicant, Jon Corbin of KVC Foundation, Inc., is seeking approval for the use of a temporary trailer as auxiliary storage until construction can begin on an addition to the facility.

*City Ordinance Requirements:* 27-592 through 27-606

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## **FACTORS TO BE CONSIDERED**

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### ***1. The Character of the Neighborhood.***

The area is rural in nature.

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

The zoning and their uses are set out above; because the trailer is to be temporary and screened from view, compatibility should not be an issue.

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

The property is suitable for the proposed use and the removal of the restrictions will not detrimentally affect nearby properties.

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

The property is not vacant.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use will not result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.

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

The proposed use is reasonably necessary for the applicant and will not substantially injure the appropriate use, visual quality, or marketability of adjoining property.

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

The proposed use will not create problems for near-by properties.

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

The proposed use will not pollute the air, land or water.

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

This is not applicable.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowners is minimal.

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

This is not applicable.

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## **PREVIOUS ACTIONS**

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1984: Indefinite Special Use Permit for youth inpatient psychiatric treatment center

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 25, 2017; two people were in attendance.

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## **KEY ISSUES**

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Length of Use

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-39, subject to:

**Urban Planning and Land Use Comments:**

**1. How long are you planning to utilize this trailer on the site?**

**Applicant Response:** We don't want the trailer to be permanent but we need it for the short term (5 years) while we evaluate our capacity to expand our current facility or acquire additional buildings in the area.

**2. Are there plans to build a permanent structure for this use? What is the time frame on those plans?**

**Applicant Response:** The hospital will need time to raise money to fund any future expansions. The intent is to remove the trailer when a future expansion is designed and built. Since it is dependent on fundraising, there is no guarantee that 5 years will be enough. In that case, we would reapply for an extension to the special use permit should circumstances dictate such action.

Staff recommends an approval time period of two (2) years initially as prescribed by code. If approved, trailer shall remain screened from view.

#### Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) Provide a cross section showing the existing sidewalk, proposed storage trailer, and proposed steps with handrail. Indicate the width of the proposed steps on the cross section, and show the step location on the site plan, sheet A02.
  - 2) Although minimal work is proposed, add erosion control notes that meet UG standards and criteria.
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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### STAFF COMMENTS AND SUGGESTIONS

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The staff concurs with the recommendation of the City Planning Commission.

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### STAFF RECOMMENDATION

---

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-39 subject to all comments and suggestions outlined in this staff report.

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### ATTACHMENTS

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June 12, 2017 City Planning Commission Minutes  
Zoning map  
Aerial image  
Site plan

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### REVIEW OF INFORMATION AND SCHEDULE

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| Action         | Planning Commission | Unified Government Commission |
|----------------|---------------------|-------------------------------|
| Public Hearing | June 12, 2017       | June 29, 2012                 |
| Vacation       | Approval            |                               |

STAFF CONTACT:        **Jamie Hickey**  
                                 [jhickey@wycokck.org](mailto:jhickey@wycokck.org)

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### MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2017-39 as meeting all the requirements of the City Code and being in the interest of the public

health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

**OR**

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-39**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

**JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

**Hearing Starts: 3:22:35**

**SPECIAL USE PERMIT APPLICATION #SP-2017-39 – JON CORBIN WITH KVC FOUNDATION, INC. – SYNOPSIS:** Special Use Permit for the Temporary Use of Land for a storage trailer at 4300 Brenner Drive. **Detailed Outline of Requested Action:** The applicant, Jon Corbin of KVC Foundation, Inc., is seeking approval for the use of a temporary trailer as auxiliary storage until construction can begin on an addition to the facility.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

**Present in Support:**

- ❖ Mr. Jon Corbin, applicant, KVC Foundation, 4300 Brenner Drive, Kansas City, Kansas

**Present in Opposition:**

- ❖ Mr. Pete Kovac, 4023 North 59<sup>th</sup> Street, Kansas City, Kansas

- ❖ Mr. Earl Cooksey, 3621 North 55<sup>th</sup> Street, Kansas City, Kansas
- ❖ Mr. Tom Murphy, 4103 North 55<sup>th</sup> Street, Kansas City, Kansas
- ❖ Mr. Andrew Burke, 3948 North 59<sup>th</sup> Street, Kansas City, Kansas

**Staff Recommendation Starts: 3:42:11** Director Richardson stated Public Works has recently redone two of the four bridges and the other two are scheduled in the next year or two, so the bridge situation is getting better in the area, although there is no plan to expand the road. KVC obtained a special use permit in 1984 and he will review it to make sure that the adult population with KU is recognized with that special use permit. If not, enforcement action will begin. The testimony was that this was for a temporary storage facility for five year; this is an initial special use permit so it can only be approved for two years and then they would have to reapply so the neighbors would have an opportunity to discuss it at that time. He would suggest to the applicant that when they come back in two years if they are approved that they have their expansion plans finalized and can tell the staff and Commission exactly what is planned for this building. The staff recommends approval of the special use permit for two (2) years subject to the stipulations.

### **Motion and Vote Starts: 3:43:40**

On motion by Mr. Mose, seconded by Ms. Jones, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit #SP-2017-39:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to recommend APPROVAL Passed: 5 to 0**

**Subject to:**

### **Urban Planning and Land Use Comments:**

1. **How long are you planning to utilize this trailer on the site?**

**Applicant Response:** We don't want the trailer to be permanent but we need it for the short term (5 years) while we evaluate our capacity to expand our current facility or acquire additional buildings in the area.

2. **Are there plans to build a permanent structure for this use? What is the time frame on those plans?**

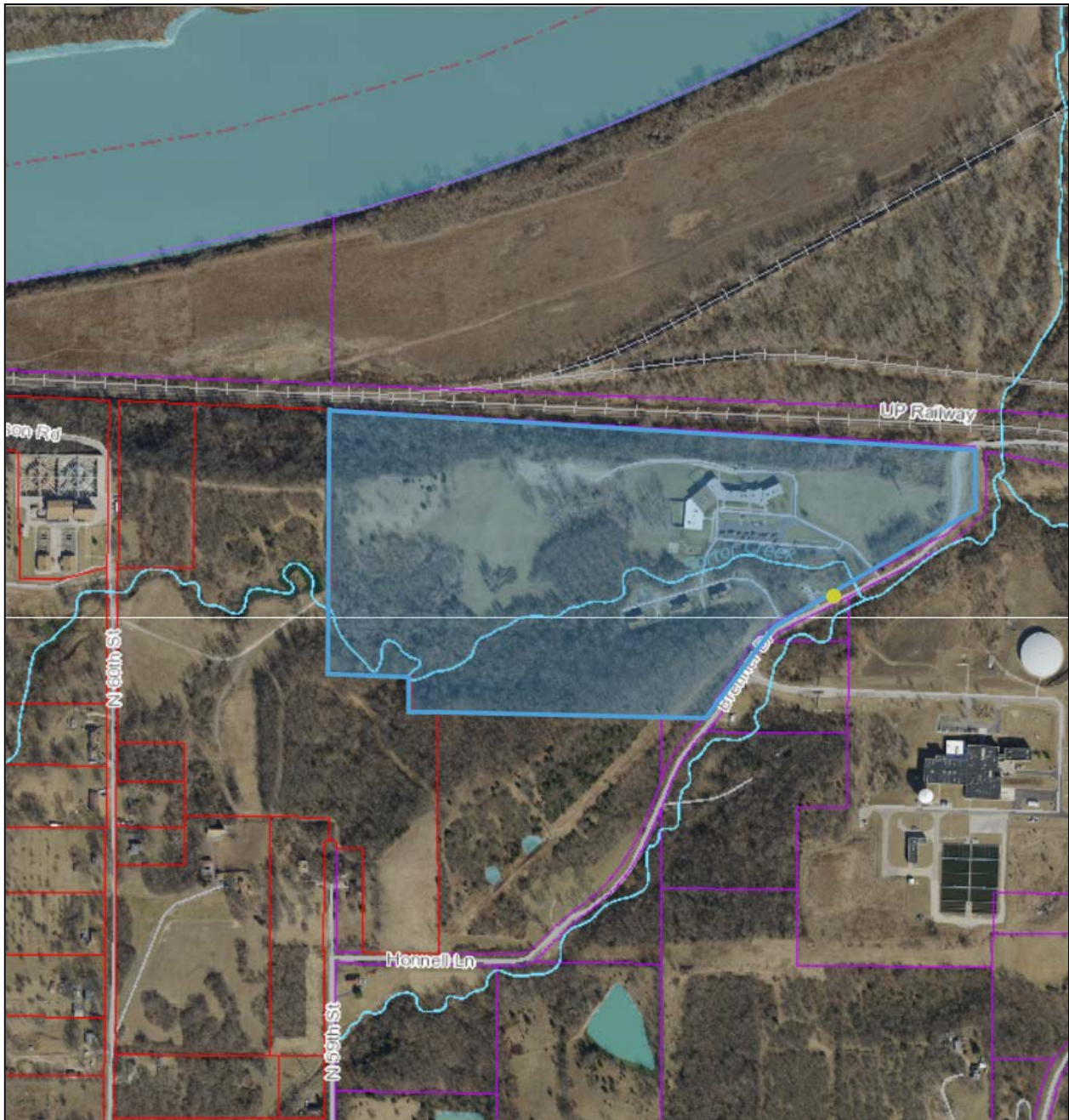
**Applicant Response:** The hospital will need time to raise money to fund any future expansions. The intent is to remove the trailer when a future expansion is designed and built. Since it is dependent on fundraising, there is no guarantee that 5 years will be enough. In that case, we would reapply for an extension to the special use permit should circumstances dictate such action.

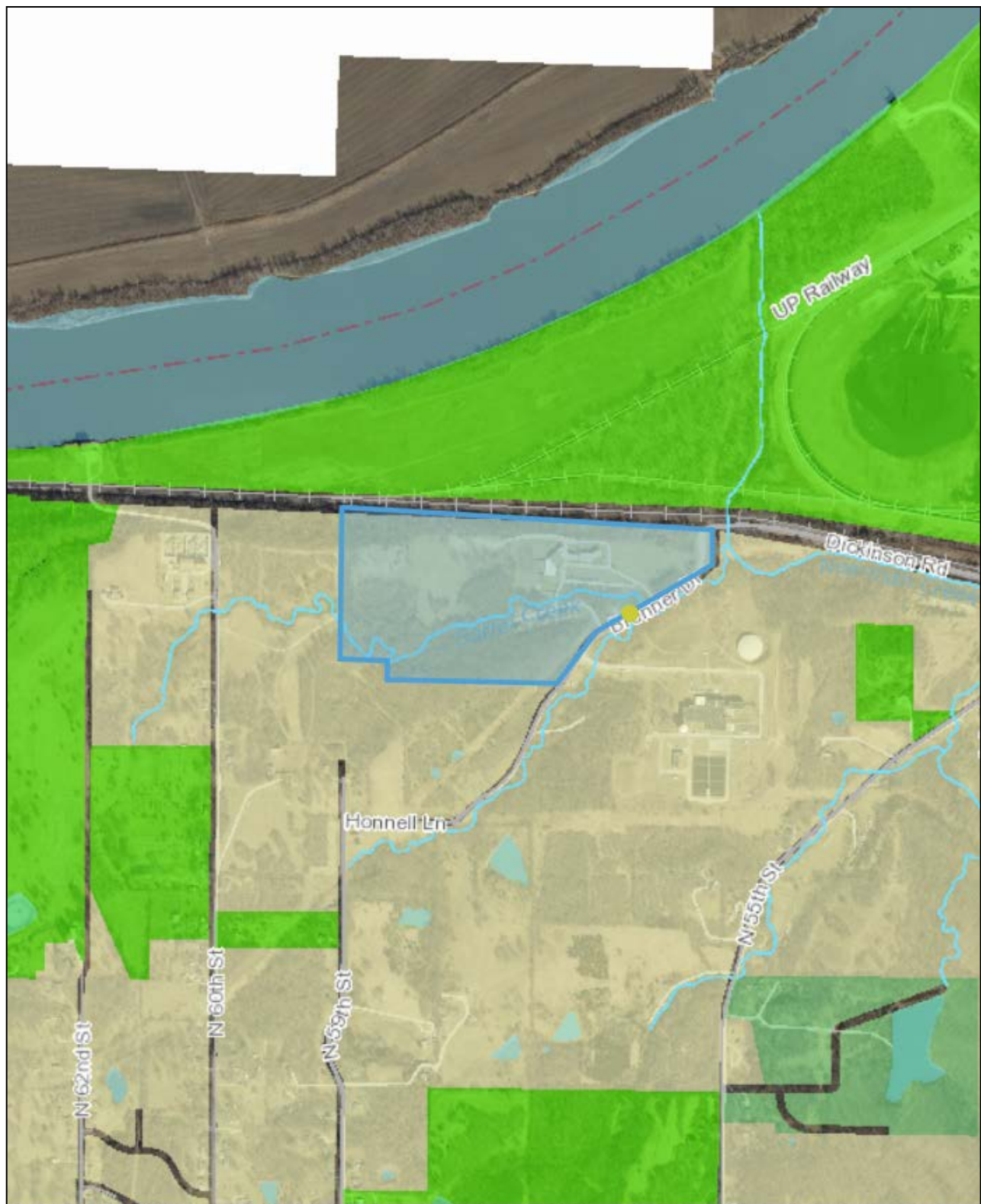
Staff recommends an approval time period of two (2) years initially as prescribed by code. If approved, trailer shall remain screened from view.

**Public Works Comments:**

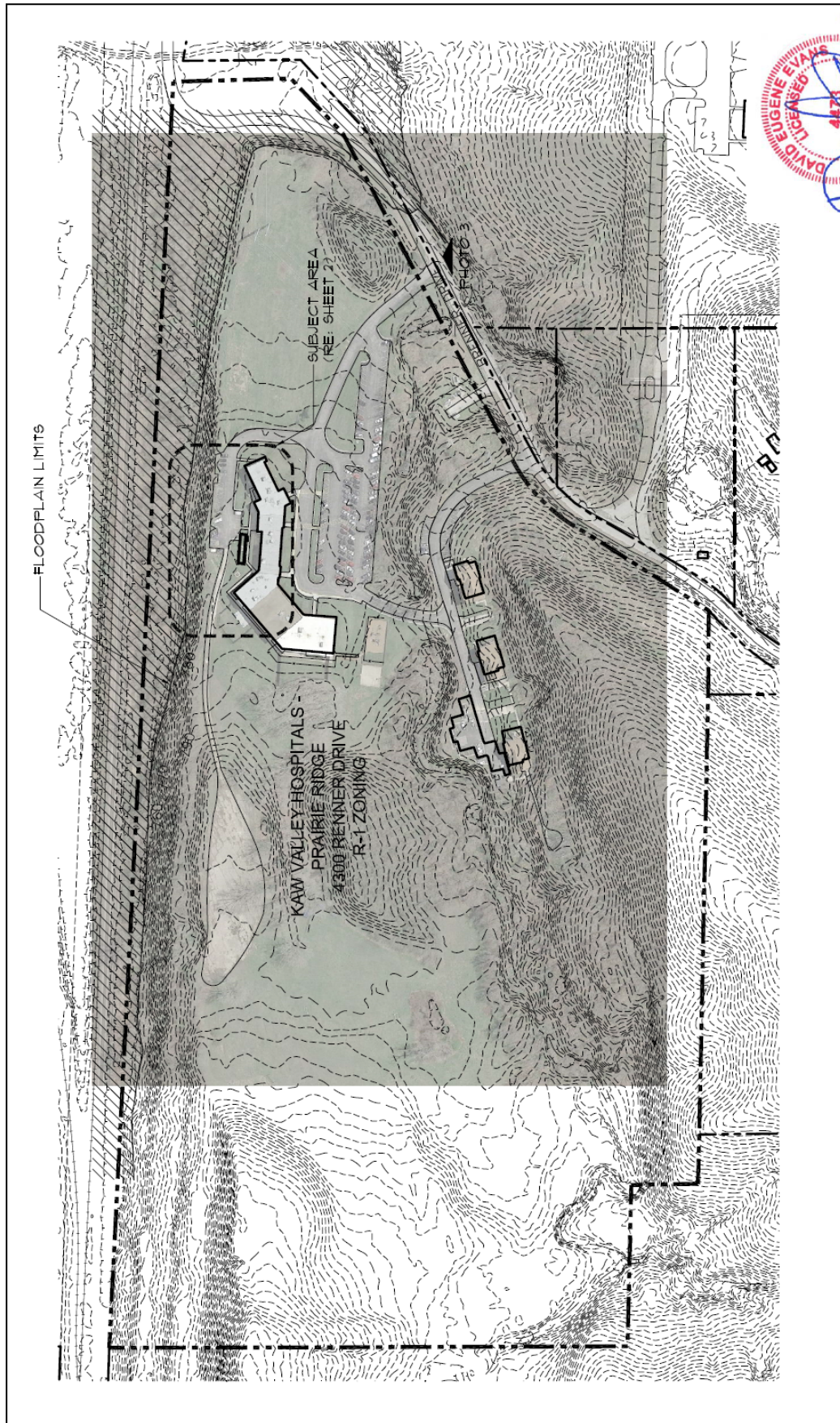
- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) Provide a cross section showing the existing sidewalk, proposed storage trailer, and proposed steps with handrail. Indicate the width of the proposed steps on the cross section, and show the step location on the site plan, sheet A02.
  - 2) Although minimal work is proposed, add erosion control notes that meet UG standards and criteria.
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

















STORAGE TRAILER INTERIOR EXAMPLE



PHOTO 3



PHOTO 2



STORAGE TRAILER EXTERIOR EXAMPLE



PHOTO 1

**PHOTOGRAPHS**





## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #SP-2017-40

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### GENERAL INFORMATION

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**Applicant:**  
Jeff Stehney

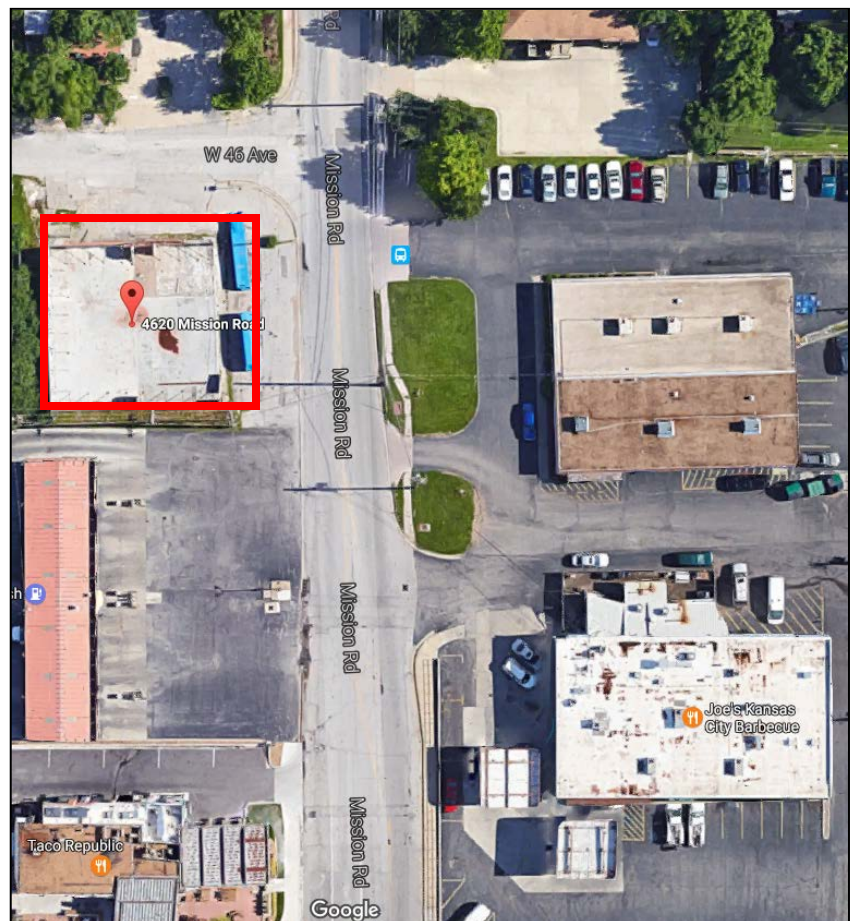
**Status of Applicant:**  
Representative  
Joe's Kansas City BBQ  
3200 W. 42<sup>nd</sup> Avenue  
Kansas City, KS

**Requested Action:**  
Renew Special Use Permit  
for parking lot

**Date of Application:**  
December 30, 2016

**Purpose:**  
To approve a revision to  
Special Use Permit #SP-  
2017-7 to use parking lot  
as leased parking space.

**Property Location:**  
4620 Mission Road



**Existing Zoning:** C-3 General Commercial Family District

**Existing Surrounding Zoning:** **North:** CP-1 Planned Limited Commercial District and R-1 (B) Single Family District  
**South:** C-3 General Commercial Family District  
**East:** CP-1 Planned Commercial District and R-2 Two-Family District  
**West:** R-1 (B) Single Family District

**Existing Uses:** **North:** Commercial (hair salon) and Single Family Residential  
**South:** Commercial (car wash and restaurant)  
**East:** Commercial (Joe's Kansas City BBQ restaurant)  
**West:** Single and Two-Family Residential

**Total Tract Size:** 0.24 acre

**Master Plan Designation:** The 47<sup>th</sup> Street and Mission Road Area Concept Plan (2000) designates this parcel for part of the 47<sup>th</sup> and Mission Road Village (mixed used) and Neighborhood (single family home) use. The Rosedale Master Plan (2016) designates this area for urban mixed use development.

**Major Street Plan:** Mission Road is a Class C Thoroughfare

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owner – May 18, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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*Detailed Outline of Requested Action:* Mr. Stehney with Joe's Kansas City BBQ is requesting a revision to Special Use Permit #SP-2017-7 in order to use a previously approved 23 spot parking lot at 4620 Mission Road as leased parking for Taco Republic restaurant, located at 500 County Line Road.

City Ordinance Requirements: 27-592 through 27-606

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## **FACTORS TO BE CONSIDERED**

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### ***1. The Character of the Neighborhood.***

The neighborhood is mixed use in nature. There are currently both commercial and residential uses in the area.

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

The zoning of nearby properties is both residential and commercial. While parking is a compatible commercial use, it may not be the highest and best use of the property.

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

This is not expected to have a significant negative effect on nearby properties though the aesthetic of a parking lot is questionable.

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

A demolition permit for the structure on this parcel was obtained in December 2014.

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

Though Special Use Permits are not addressed in the Master Plan, parking lots are not a use laid out in the 47<sup>th</sup> Street and Mission Road Area Concept Plan or the Rosedale Master Plan for this area. The plans call for mixed use development in this area and by developing this site into a parking lot, we may be inhibiting that from happening in the future.

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

This use would increase traffic to the site, though the parking lot is expected to help alleviate traffic and parking issues in the area.

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

Having affordable, fresh food options in the urban core is important, and so long as parking is sufficient, there should not be any problems for nearby residents.

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

There would be some increase in noise on days when the market is operating.

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

Impervious surface is known to exacerbate storm water runoff issues, proper use of landscaping elements could help to curb these issues.



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

This is not expected to be an issue.

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

There is relative gain to the public when reducing congestion due to parking shortages, especially for the surrounding residents and patrons of Taco Republic and other area restaurants.

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

This is not expected to be an issue.

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## **PREVIOUS ACTIONS**

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Demolition permit - December 2014

### **Code Enforcement**

Weed and grass overgrowth – May 2016

- o Not removed at time of re-inspection, weed abatement posted – June 2016

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 26, 2017.

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## **KEY ISSUES**

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None

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2017-40, subject to:

### **Urban Planning and Land Use Comments:**

1. Previous stipulations (below) apply
2. Approval period of two (2) years is valid from date of approval of SP 2017-40

## Comments and Stipulations from approval of SP 2017-7:

After meeting with the applicant, staff has become aware of future development plans that would, ultimately improve the parking in the area without having to dedicate this site for parking exclusively, allowing it to be developed to a higher and greater use in the future. These plans, while still unable to be disclosed publicly, are expected to be completed in two (2) years' time. According to the letter submitted to staff (attached) by the representatives of the applicant, they are amending their request to use the parcel as a parking lot, largely in its current, unimproved condition (see plans attached), for a period of two (2) years while the other developments are completed. If approved, the stipulations would be as follows:

1. Additional parking must be available in two (2) years' time
2. If no additional parking has been developed and available, the property owner must reapply for a Plan Review, Special Use Permit, and go through the DRC process to develop this site as a parking lot that is compliant with the Commercial Design Guidelines

### Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) None

B) Items that are conditions of approval (stipulations):

- 1) None

C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:

- 1) None

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## **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

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## **STAFF RECOMMENDATION**

---

Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #SP-2017-40 subject to all comments and suggestions outlined in this staff report.

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## **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes

Aerial image

Zoning map

Exhibits provided by applicant during previous application (#SP-2017-7)

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## REVIEW OF INFORMATION AND SCHEDULE

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|                |                     |                               |
|----------------|---------------------|-------------------------------|
| Action         | Planning Commission | Unified Government Commission |
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Special Use    | Approval            |                               |

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**STAFF CONTACT:**            **Jamie Hickey**  
                                         [jhickey@wycokck.org](mailto:jhickey@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2017-40** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #**SP-2017-40**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:

**SPECIAL USE PERMIT #SP-2017-40 – JEFF STEHNEY/JOE’S KANSAS CITY BAR-B-QUE, INC. – SYNOPSIS:** Special Use Permit revising previously approved application (#SP-2017-7) to lease parking to a neighboring business at 4620 Mission Road. *Detailed Outline of Requested Action:* Mr. Stehney with Joe’s Kansas City BBQ is requesting a revision to Special Use Permit #SP-2017-7 in order to use a previously approved 23 spot parking lot at 4620 Mission Road as leased parking for Taco Republic restaurant, located at 500 County Line Road.

The items I have just read are on the Consent Agenda. At this time, does any member of the Commission wish to disclose any contact on any of the items? Planning Commissioner Mose excused himself (7:40) due to a conflict of interest.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The notices to property owners; and
7. The publications in the Echo for the special use permits.

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

Chairman Huey asked if any member of the public, staff or Commission wished to remove an item from the Consent Agenda. Mr. Michael Johnson, 733 Minnesota Avenue, Kansas City, Kansas, requested that Special Use Permit #SP-2017-22 be removed from the Consent Agenda.

### **Motion and Vote Starts: 9:21**

On motion by Mr. Carson, seconded by Dr. Serda, the Planning Commission voted as follows to **APPROVE the remaining items on the Consent Agenda:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Not Present</b> |
| <b>Pauley</b>    | <b>Aye</b>         |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Aye</b>         |

**Motion to APPROVE Passed: 5 to 0**

**Subject to:**

### **Urban Planning and Land Use Comments:**

1. Previous stipulations (below) apply
2. Approval period of two (2) years is valid from date of approval of SP 2017-40

### **Comments and Stipulations from approval of SP 2017-7:**

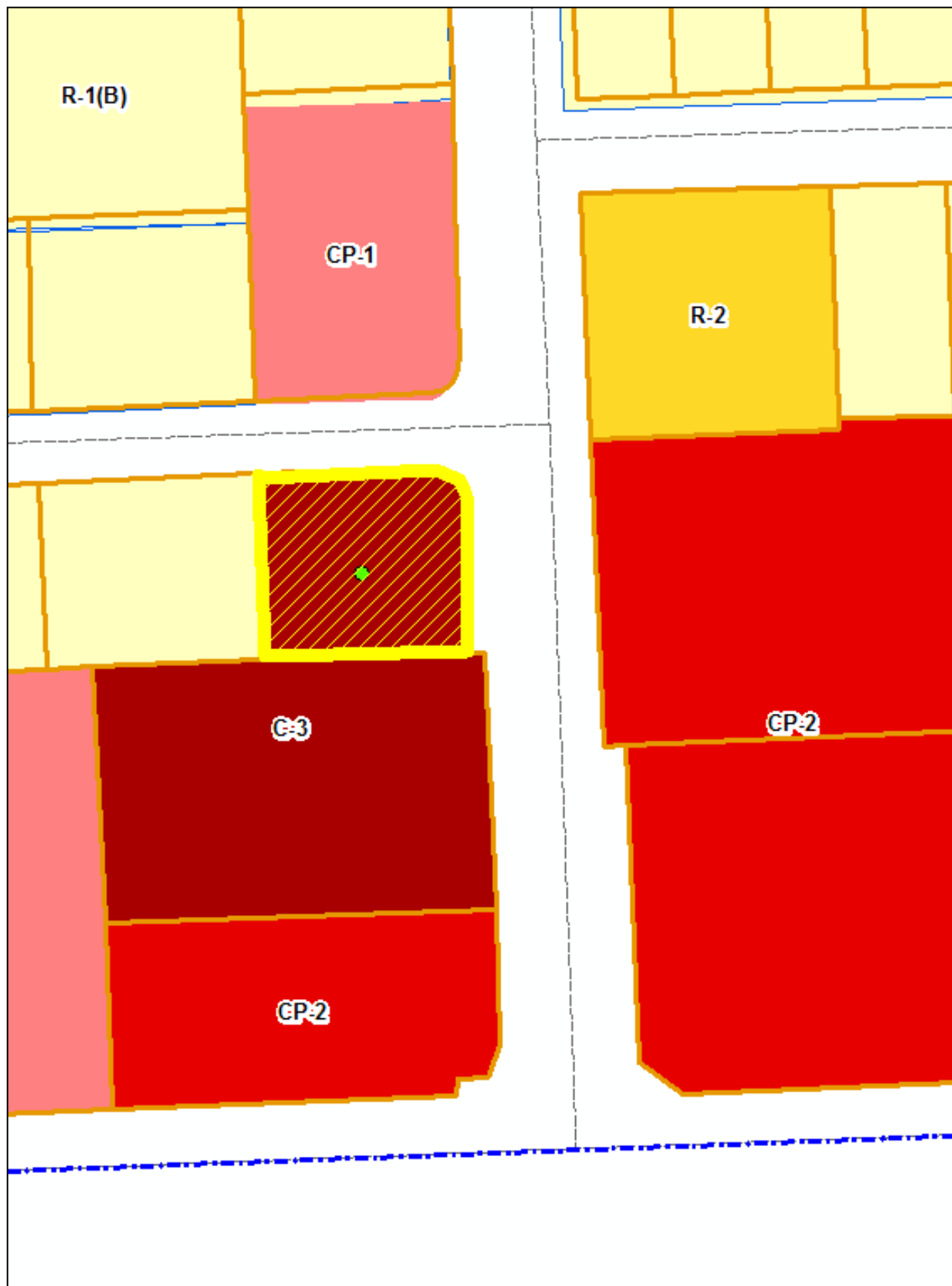
After meeting with the applicant, staff has become aware of future development plans that would, ultimately improve the parking in the area without having to dedicate this site for parking exclusively, allowing it to be developed to a higher and greater use in the future. These plans, while still unable to be disclosed publicly, are expected to be completed in two (2) years' time. According to the letter submitted to staff (attached) by the representatives of the applicant, they

are amending their request to use the parcel as a parking lot, largely in its current, unimproved condition (see plans attached), for a period of two (2) years while the other developments are completed. If approved, the stipulations would be as follows:

1. Additional parking must be available in two (2) years' time
2. If no additional parking has been developed and available, the property owner must reapply for a Plan Review, Special Use Permit, and go through the DRC process to develop this site as a parking lot that is compliant with the Commercial Design Guidelines

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:  
1) None
- B) Items that are conditions of approval (stipulations):  
1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:  
1) None









January 30, 2017

VIA HAND DELIVERY

Jamie Hickey, Planner  
Dept. of Urban Planning & Land Use  
Unified Government of WYCKOKK  
701 N. 7<sup>th</sup> Street, Room 423  
Kansas City, KS 66101  
(913) 573-5755

**RE: Joe's BBQ Parking Lot  
Special Use Permit Letter**

Dear Jamie Hickey,

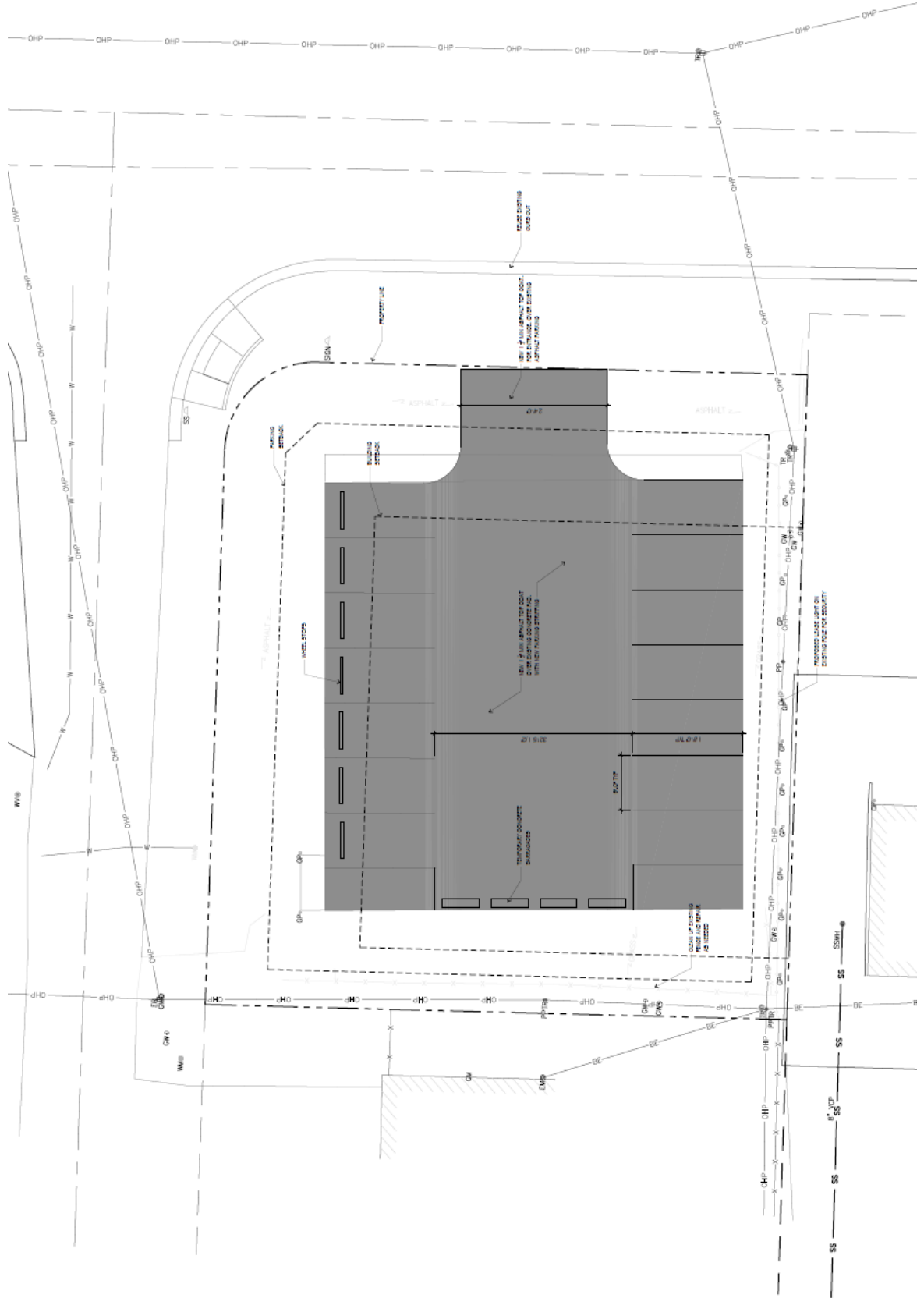
We would like to revise our current Special Use and Parking Variance. The new request would be for a Special Use Permit to allow 14 parking stalls on the existing concrete pad. The proposed Special Use parking would be for employee parking; this would free up more parking around Joe's for customer parking. The existing pad would receive an asphalt top coat, parking striping, and wheel stops. We have attached a Phase I Plan showing the extent of the proposed work. We would request that the Special Use Permit be effective for a 2-year period. This will allow us the time to explore the option of placing a building on this site. It allows us to pursue alternate options to fill our current parking needs.

It is our understanding that the City of Kansas City, Kansas and the 47<sup>th</sup> and Mission Committee would prefer to see this site developed with something that would meet the spirit of the overlay district. We are excited to work with the City and Overlay Committee to find the best options for this area.

Sincerely,

Henry C. Klover  
President

CC: Jeff Stehney, Ryan Barrows  
Attachments: Phase I Plan





## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Petition #A-2017-5

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### GENERAL INFORMATION

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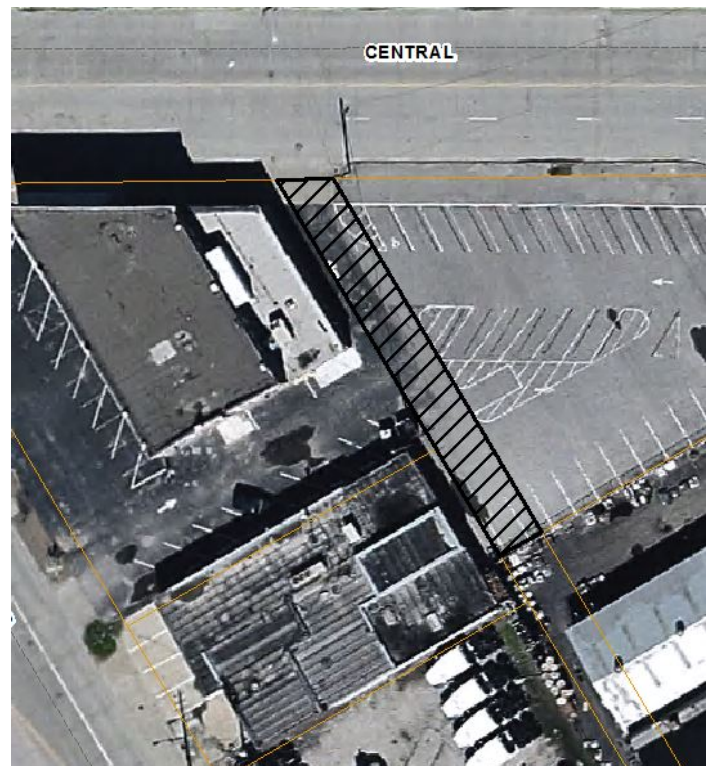
**Applicant:**  
Wil Anderson

**Status of Applicant:**  
Representative  
BHC Rhodes  
712 State Avenue  
Kansas City, KS 66101

**Requested Action:**  
Vacation of Alley

**Date of Application:**  
March 25, 2017

**Purpose:**  
To vacate the portion of the alley  
from Central Avenue extending  
approximately 140 feet from the  
street right of way.



**Property Location:** Alley between James Street and Ewing Street, extending south from Central Avenue approximately 140 feet.

**Existing Surrounding Zoning:** **North:** M-3 Heavy Industrial District  
**South:** M-3 Heavy Industrial District  
**East:** M-3 Heavy Industrial District  
**West:** M-3 Heavy Industrial District

**Existing Uses:** **North:** Auto body shop (across Central Avenue)  
**South:** Non vacated alley, trucking company  
**East:** Parking lot  
**West:** Home furnishings store

**Master Plan Designation:** The City-Wide Master Plan designates this area with the Future Land Use Category of Employment.

**Major Street Plan:** The City-Wide Master Plan classifies both Central Avenue and James Street as Class B Thoroughfares.

**Advertisement:** The Wyandotte Echo – April 13, 2017  
Letters to Property Owner – April 13, 2017, May 18, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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*Detailed Outline of Requested Action:* The applicant, Wil Anderson, on behalf of Stilwell Investments, LLC., requests the city vacate 2,231 square feet of an alley extending south from Central Avenue between James Street and Ewing Street.

*City Ordinance Requirements:* Sections 27-502 – 27-709 and K.S.A. 12-504 to 12-506 and 12-512b.

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## **FACTORS TO BE CONSIDERED**

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- 1. Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.**

Staff is unaware of any development being proposed on the physical site of the alley. There does not appear to be any physical changes being made on this site or to the nearby sites. The only concern would be if this alley was closed off it could potentially be an issue for entering and exiting for others utilizing the alley.

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

**a. Water service**

Available

**b. Sanitary sewer service**

Available

**c. Storm water control**

Designed to meet City Code

**d. Police**

Police service provided District #115

**e. Fire**

Fire service provided by District 1

**f. Transit**

Kansas City ATA does not provide a nearby transit stop.

**g. Schools**

Kansas City, Kansas USD 500

- 3. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.**

The alley appears to be in good shape structurally. The issue with this is that it would cut off access to the remainder of the alley to the south/southeast. This vacation would essentially create an island of public right of way and block off access to anyone else wanting to use it. This would violate the functional system design.

- 4. Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.**

These factors are less of an issue here. Though again there is concern over the accessibility to the other properties farther down the alley. If the alley was blocked it would cut off emergency services and could potentially block off utility services as well. Further, alley access may be a desirable feature for current or future owners/operators of the properties in these locations.

5. **Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.**

Development patterns are already designed with due regard to topography.

6. **Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.**

This is not applicable.

7. **Vacation will not create utility conflicts.**

There are utility easements in the alley that would need to be kept in place. Access to these lines is essential for performing services when necessary.

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## **KEY ISSUES**

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Access to the remainder of the alley  
Utility Easement

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## **PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Alley Vacation Application #A-2017-5, subject to:

### **Urban Planning and Land Use Comments:**

1. **There is currently a utility easement in this alley for sanitary sewer. This easement would need to remain in place, meaning that access would have to be provided for any city official or utility worker who needed to get into the alley.**

**Applicant Response:** The maintenance of the utilities within the alley and throughout this property would be covered under State Statute to ensure access to utility companies for the purposes of maintenance and or repair. The properties that are in this block do have utilities passing through them. There are two streets that crossed this block that have been vacated for several years.

2. **Does the applicant plan on putting up a fence or a gate to close off access to the alley?**

**Applicant Response:** Are you aware that the section of the alley that we were not requesting to be vacated is completely fenced off by the business fronting Ewing? It is not mentioned in your report. The alley is not open to through traffic for anyone and has not been that way for some years. All

the properties in this area are security conscious and are perimeter gated and fenced to provide the security necessary for their trucks and equipment.

3. As it is currently proposed the alley vacation would still leave another stretch of alley (approximately the same length) as public right of way with no access to the street system.

**Applicant Response:** We will approach the adjoining businesses in regard to the Vacation of the balance of the alley.

**Staff Response:** The applicant has amended the petition to include the landlocked portion of the alley. The applicant shall obtain affidavits expressing approval from all adjoining property owners prior to recording the vacation document and exhibit with the Register of Deeds.

4. Please explain the benefits the applicant foresees will come from vacating the alley.

**Applicant Response:** The applicant is the land owner on both sides of the requested alley vacation. The vacation would allow them to consolidate and utilize the complete space in a more efficient manner for their rental fleet of trucks.

#### **Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) Obtain approval and affidavit from adjoining property owners prior to recording the vacation documents and exhibit with the Register of Deeds.
  - 2) The alley vacation exhibit shall show the existing sanitary sewer line and manholes, and the alley shall remain as a public utility easement.
  - 3) Due to existing fence(s), the adjacent property owner(s) shall provide a method of access to existing sanitary sewer and other utilities.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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#### **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.



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## STAFF RECOMMENDATION

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Petition #A-2017-5 subject to all comments and suggestions outlined in this staff report.

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## ATTACHMENTS

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June 12, 2017 City Planning Commission Minutes  
Aerial Photo  
Vacation Exhibit

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## REVIEW OF INFORMATION AND SCHEDULE

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| Action         | Planning Commission | Unified Government Commission |
|----------------|---------------------|-------------------------------|
| Public Hearing | June 12, 2017       | June 29, 2017                 |
| Vacation       | Approval            |                               |

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**STAFF CONTACT:** Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #A-2017-5 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #A-2017-5, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Begins: 3:44:10**

**ALLEY VACATION APPLICATION #A-2017-5 – WIL ANDERSON WITH BHC RHODES – SYNOPSIS:** Vacation of an alley at 17 South James Street. Detailed Outline of Requested Action: The applicant, Wil Anderson, on behalf of Stilwell Investments, LLC., requests the city vacate 2,231 square feet of an alley extending south from Central Avenue between James Street and Ewing Street.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated April 13, 2017; and
7. The Notices to property owners dated April 13, 2017 and May 18, 2017.

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

### **Present in Support:**

- ❖ Mr. Wil Anderson, applicant, BHC Rhodes, 712 State Avenue, Kansas City, Kansas 66101

### **Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 3:47:11** Director Richardson stated that the staff recommends approval subject to the stipulations.

### **Motion and Vote Starts: 3:47:20**

On motion by Ms. Pauley, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APPROVAL of Alley Vacation Application #A-2017-5:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |

Rank Not Present  
Serda Not Present  
Motion to recommend APPROVAL Passed: 5 to 0  
Subject to:

**Urban Planning and Land Use Comments:**

1. There is currently a utility easement in this alley for sanitary sewer. This easement would need to remain in place, meaning that access would have to be provided for any city official or utility worker who needed to get into the alley.

**Applicant Response:** The maintenance of the utilities within the alley and throughout this property would be covered under State Statute to ensure access to utility companies for the purposes of maintenance and or repair. The properties that are in this block do have utilities passing through them. There are two streets that crossed this block that have been vacated for several years.

2. Does the applicant plan on putting up a fence or a gate to close off access to the alley?

**Applicant Response:** Are you aware that the section of the alley that we were not requesting to be vacated is completely fenced off by the business fronting Ewing? It is not mentioned in your report. The alley is not open to through traffic for anyone and has not been that way for some years. All the properties in this area are security conscious and are perimeter gated and fenced to provide the security necessary for their trucks and equipment.

3. As it is currently proposed the alley vacation would still leave another stretch of alley (approximately the same length) as public right of way with no access to the street system.

**Applicant Response:** We will approach the adjoining businesses in regard to the Vacation of the balance of the alley.

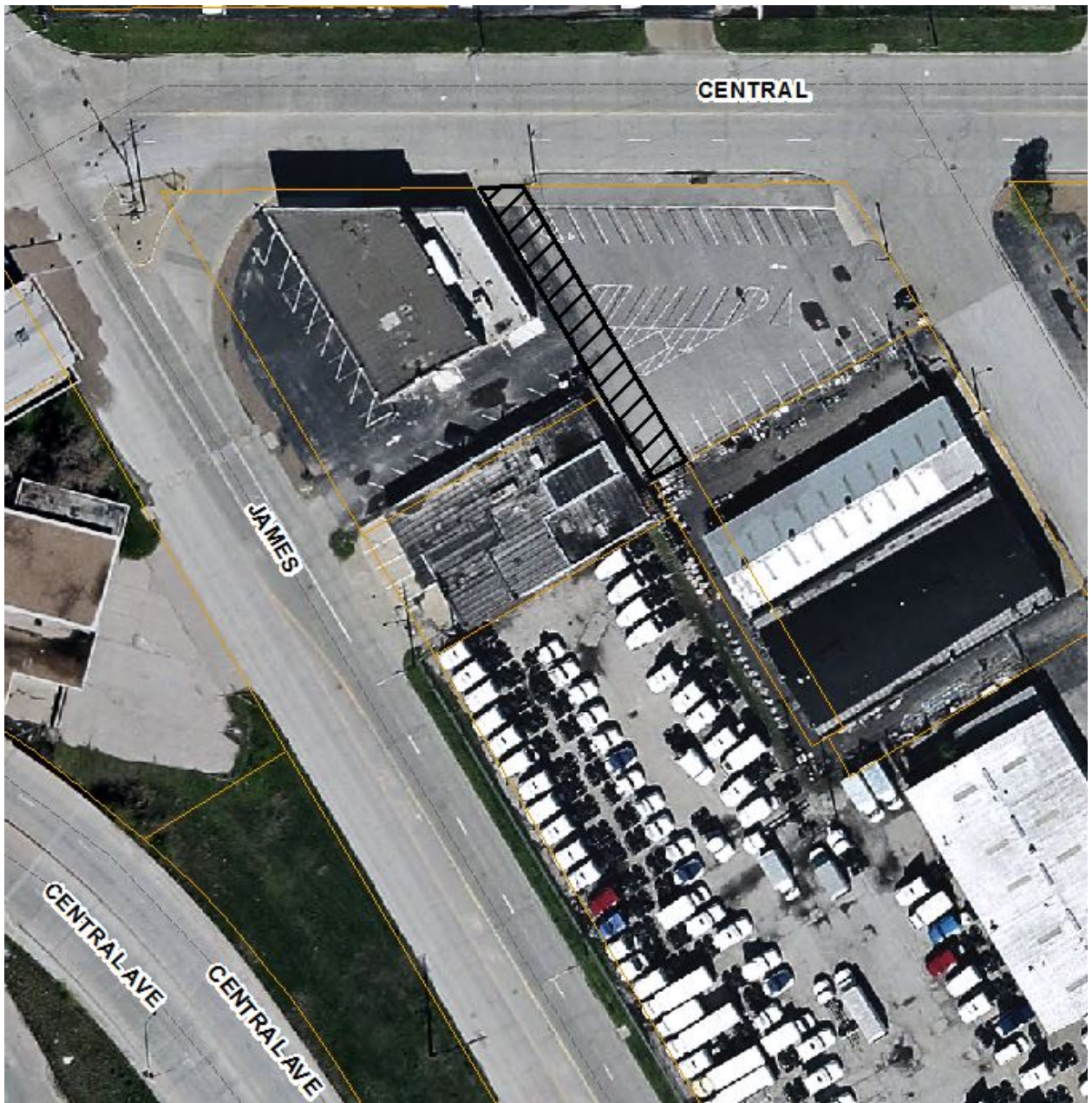
**Staff Response:** The applicant has amended the petition to include the landlocked portion of the alley. The applicant shall obtain affidavits expressing approval from all adjoining property owners prior to recording the vacation document and exhibit with the Register of Deeds.

4. Please explain the benefits the applicant foresees will come from vacating the alley.

**Applicant Response:** The applicant is the land owner on both sides of the requested alley vacation. The vacation would allow them to consolidate and utilize the complete space in a more efficient manner for their rental fleet of trucks.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:**
  - 1) None**
- B) Items that are conditions of approval (stipulations):**
  - 1) Obtain approval and affidavit from adjoining property owners prior to recording the vacation documents and exhibit with the Register of Deeds.**
  - 2) The alley vacation exhibit shall show the existing sanitary sewer line and manholes, and the alley shall remain as a public utility easement.**
  - 3) Due to existing fence(s), the adjacent property owner(s) shall provide a method of access to existing sanitary sewer and other utilities.**
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
  - 1) None**



Aerial photo (area of proposed vacation indicated)



# EXHIBIT

## ALLEY VACATION

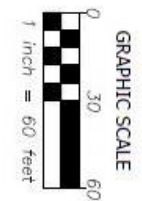
(See Sheet 2 for Description and General Notes)

CENTRAL AVENUE

POINT OF BEGINNING  
N.E. CORNER, LOT 10 VAN FOSSEN'S

N89°59'34"E  
18.60' (C)  
18.85' (P)

(VAN FOSSEN'S)  
N.W. CORNER, LOT 3, ARMOUR



### LEGEND

- Chain Link Fence
- Gate Post
- ⊕ Center Line
- (P) Platted
- (C) Calculated



### CERTIFICATION:

This is to certify that the exhibit shown hereon was made by me, or under my direct supervision, this 13th day of March, 2017, that the results are correctly shown and said survey meets or exceeds current Kansas Minimum Standards for a plat or Certificate of Survey, to the best of my knowledge and belief.

### APPROVED BY:



William C. Anderson L.S. No. 1527

Brent E. Thompson, KS P.L.S. 1277  
Wyandotte County Surveyor

**BHCRHODES**  
Civil Engineering • Surveying • Utilities  
712 State Avenue, Kansas City, KS 66101  
p. (913) 371-5300 f. (913) 371-2677  
BHCRHODES is a trademark of Brungardt Manemichl & Company, P.A.

Client:  
SUCCESS TRUCK LEASING, INC.  
JOHN MALINEE  
77TH SOUTH JAMES STREET  
KANSAS CITY, KANSAS 66118

Project:  
EXHIBIT - ALLEY VACATION  
BETWEEN AND LOT 3, ARMOUR  
& VAN FOSSEN'S SUBDIVISION  
KANSAS CITY  
WYANDOTTE CO., KANSAS

Drawn By: JDS  
Project No: 017340.00.04  
Field Date: 07/28/2016  
Issue Date: 03/13/2017  
Sheet:

1 OF 2

**AFFIDAVIT, PROPERTY OWNER CONSENT FORM**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Comes now Jeff Vaught, of lawful age, sound mind and upon his oath states as follows:

1. That I am an authorized agent to sign on behalf of Vaught Properties, LLC, owner of the Right of Ways to be vacated adjacent to my property, 1101 South 9<sup>th</sup> Street, Kansas City, Wyandotte County, Kansas.
2. That I have reviewed the application for vacations on my property.
3. That after discussing the matter and fully reviewing the application, I authorize the application to be filed on my behalf.

Further affiant saith not.

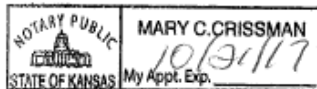
Vaught Properties, LLC

Affiants

 , Authorized Agent  
Jeff Vaught Title

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 3<sup>rd</sup> day of May 2017.

My Commission expires 10/21 of 2017, 20 .



  
Notary Public





## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Vacation Petition #S/A-2017-6

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### GENERAL INFORMATION

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**Applicant:**  
Wil Anderson

**Status of Applicant:**  
Representative  
BHC Rhodes for  
Vaught Properties, LLC

**Requested Action:**  
Vacation of 9<sup>th</sup> Street and  
Pawnee Ave right-of-way

**Date of Application:**  
April 27, 2017

**Purpose:**  
To vacate right-of-way in the  
general location of 1101 South  
9<sup>th</sup> Street, Kansas City Kansas

**Property Location:**  
1101 South 9<sup>th</sup> Street

**Existing Zoning:** M-3 Heavy  
Industrial District



**Existing Surrounding Zoning:** **North:** M-3 Heavy Industrial District  
**South:** M-3 Heavy Industrial District and Railroad right-of-way  
**East:** M-3 Heavy Industrial District  
**West:** M-3 Heavy Industrial District

**Existing Uses:** **North:** Industrial uses  
**South:** Industrial uses and railroad operations  
**East:** Industrial uses  
**West:** Industrial uses

**Neighborhood Characteristics:** The area is industrial in nature

**Total Tract Size:** The area proposed to be vacated is 0.74 acre

**Master Plan Designation:** The Armourdale Master Plan designates this area as heavy industrial land use

**Major Street Plan:** The City-Wide Master Plan designates 9<sup>th</sup> Street and Pawnee Avenue as local streets.

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owner – May 18, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## **PROPOSAL**

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**Detailed Outline of Requested Action:** The applicant is requesting to vacate street and alley right-of-way. The applicant is requesting this action in order to consolidate land and to use as additional storage space. Properties belonging to two other land owners and the Kansas City Terminal Railway Co. abut the proposed right-of-way vacation.

**City Ordinance Requirements:**

- Chapter 27 – Planning and Development
  - Article VI – Administration and Review Procedures
    - Subdivision –Section 27-215
  - Article VII - Subdivisions
  - Article VIII – Zoning
    - Division 4 – District Regulations, Sections 27-452 – Sections 27-497

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## FACTORS TO BE CONSIDERED

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1. *Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.*

This will not be an issue.

3. *Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.*

Not Applicable

4. *Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.*

Not Applicable

5. *Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.*

Not Applicable

6. *Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.*

Not Applicable

7. *Vacation will not create utility conflicts.*

Staff has not been informed of any conflicts

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## KEY ISSUES

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None

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## PLANNING COMMISSION RECOMMENDATION

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Street and Alley Vacation Application #S/A-2017-6, subject to:

## Urban Planning and Land Use Comments:

None

## Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) The alley and right-of-way vacation exhibit shall show the existing sanitary sewer line and manholes, and the alley and right-of-way shall remain as a public utility easement.
  - 2) Due to existing fence(s), the adjacent property owner(s) shall provide a method of access to existing sanitary sewer and other utilities.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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## **STAFF COMMENTS AND SUGGESTIONS**

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The staff concurs with the recommendation of the City Planning Commission.

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## **STAFF RECOMMENDATIONS**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommends **APPROVAL** of Vacation Petition #S/A-2017-6 subject to all comments and suggestions outlined in this staff report.

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## **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
ALTA Survey  
Map of Vacation  
Aerial Imagery

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## **REVIEW OF INFORMATION AND SCHEDULE**

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|                |                     |                               |
|----------------|---------------------|-------------------------------|
| Action         | Planning Commission | Unified Government Commission |
| Public Hearing | June 12, 2017       | June 29, 2012                 |
| Vacation       | Approval            |                               |

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**STAFF CONTACT:** Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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I move the Unified Government Board of Commissioners **APPROVE** Petition #S/A 2017-6 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## OR

I move the Unified Government Board of Commissioners **DENY** Petition #S/A 2017-6, as they are not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:

### Hearing Starts: 3:47:51

**STREET AND ALLEY VACATION APPLICATION #S/A-2017-6 – WIL ANDERSON – SYNOPSIS:** Vacation of a street and alley at 1101 South 9<sup>th</sup> Street. **Detailed Outline of Requested Action:** The applicant is requesting to vacate street and alley right-of-way. The applicant is requesting this action in order to consolidate land and to use as additional storage space. Properties belonging to two other land owners and the Kansas City Terminal Railway Co. abut the proposed right-of-way vacation.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017

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

**Present in Support:**

- ❖ Mr. Wil Anderson, applicant, BHC Rhodes, 712 State Avenue, Kansas City, Kansas 66101

**Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 3:50:20** Director Richardson stated that the staff recommends approval subject to staff stipulations.

**Motion and Vote Starts: 3:50:29**

On motion by Mr. Mose, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL of Street/Alley Vacation Application #S/A-2017-6:**

|           |             |
|-----------|-------------|
| Carson    | Aye         |
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

**Subject to:**

**Urban Planning and Land Use Comments:**

None

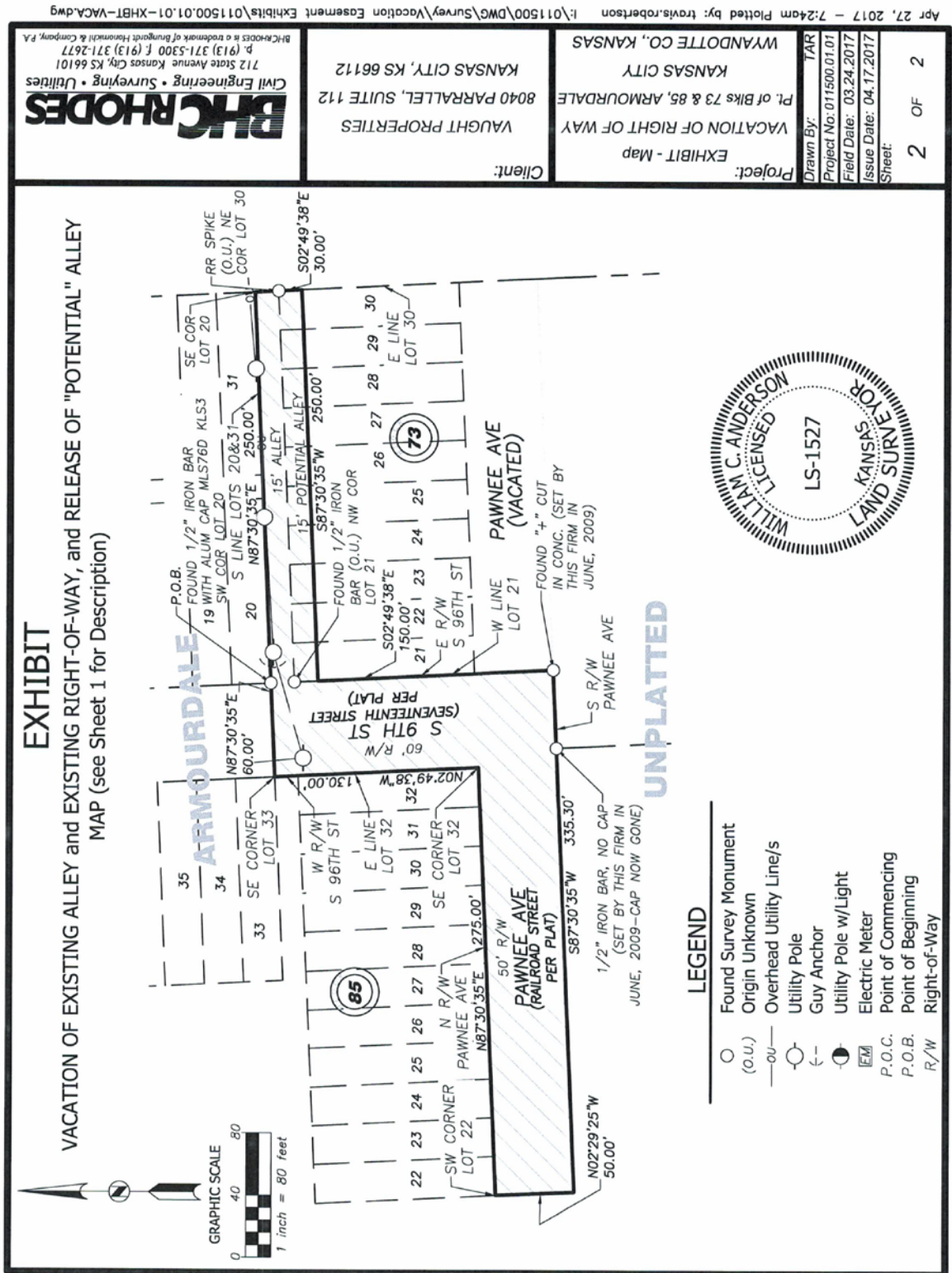
**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) The alley and right-of-way vacation exhibit shall show the existing sanitary sewer line and manholes, and the alley and right-of-way shall remain as a public utility easement.
  - 2) Due to existing fence(s), the adjacent property owner(s) shall provide a method of access to existing sanitary sewer and other utilities.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None





# Vacation Map



## Aerial Imagery





# Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners

**From:** City Staff

**Date:** June 29, 2017

**Re:** Change of Zone Petition #3142 and Master Plan Amendment #MP-2017-6

## GENERAL INFORMATION

**Applicant:**  
Alexis Rivera

**Status of Applicant:**  
Representative  
2000 North 67<sup>th</sup> Street  
Kansas City, KS

**Requested Actions:**  
Change of Zone from  
R-1 Single Family District to  
RP-4 Planned Garden  
Apartment District

Master Plan Amendment  
from Low Density Residential  
to Medium Density  
Residential

**Date of Application:**  
April 26, 2017



**Purpose:** The applicant is applying for a rezoning in order to use an existing residential structure as a four unit residential building.

**Property Location:** 2000 North 67<sup>th</sup> Street

**Existing Zoning:** R-1 Single Family Residential District

**Surrounding Zoning:**

|               |                                                                   |
|---------------|-------------------------------------------------------------------|
| <b>North:</b> | R-1 Single Family District                                        |
| <b>South:</b> | R-1 Single Family District and<br>RP-5 Planned Apartment District |
| <b>East:</b>  | R-1 Single Family District                                        |
| <b>West:</b>  | R-1 Single Family District                                        |

**Existing Uses:**

|               |                                                |
|---------------|------------------------------------------------|
| <b>North:</b> | Single Family Residence                        |
| <b>South:</b> | Single Family Residence and Apartment Building |
| <b>East:</b>  | Church                                         |
| <b>West:</b>  | Single Family Residences                       |

**Total Tract Size:** 1.72 Acres

**Master Plan Designation:** The City-Wide Master Plan designates this area as Low Density Residential District

**Major Street Plan:** The City-Wide Master Plan designates Parallel Parkway as a Class A Thoroughfare and 67<sup>th</sup> Street as a Collector Street.

**Advertisement:** The Wyandotte Echo – May 18, 2017  
Letters to Property Owners – May 18, 2017 and June 21, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** No one appeared in opposition at the June 12, 2017 City Planning Commission meeting.

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## PROPOSAL

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*Detailed Outline of Requested Action:* This application has been submitted to use the existing residential structure at 2000 North 67<sup>th</sup> Avenue as a four unit residential building. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. In a letter dated October 19, 1998 (see attachment), the Director of Planning, Steve Speise, determined that this property is a legally nonconforming two family use. This letter also determined that a three-family use was not legally established. Today, this property could continue to be used as a two family use; however, additional units require a rezoning. The applicant has submitted this rezoning application in order to be able to use the property as a four unit residential structure.



City Ordinance Requirements:

Chapter 27 – Planning and Development

Article VI – Administration and Review Procedures

Rezoning – Conventional Districts, Section 27-210

Article VIII – Zoning

Division 2 – Administration and enforcement

Subdivision II. Nonconformities

Division 4 – District Regulations, Sections 27-452 – Sections 27-497

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**FACTORS TO BE CONSIDERED**

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***1. Neighborhood character.***

This is a residential neighborhood. The neighborhood is predominantly single family residences, but there are a number of duplexes in the neighborhood.

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

The proposed four unit structure is more intense than the surrounding properties.

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

The property is suitable for use as a two family residence. The removal of restrictions to allow a four family residence could have detrimental effects related to parking, traffic, noise, and the concentration of people.

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

This property has been used as a residence and has not been vacant.

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

The proposed use is not necessary for the convenience and welfare of the public, there are a number of housing choices in the area, however it could injure the appropriate use, visual quality, and marketability of nearby property.

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

The proposed use would not increase traffic to such extent that it would adversely affect road capacity. If off-street parking is provided according to code it will not create parking problems.

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

The proposed use does not conform to the City-Wide Master Plan. The City-Wide Master designates this area as single family residential. A Master Plan Amendment application has been submitted.

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

The proposed use will not cause environmental harm.

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

**a. Water service**

Existing

**b. Sanitary sewer service**

Existing

**c. Storm water control**

To be designed to city codes

**d. Police**

Police service is provided by West Patrol, District #444

**e. Fire**

Fire service is provided by District #4

**f. Transit**

There is no transit service in the area

**g. Schools**

Kansas City USD 500

**h. Streets**

See item #6 above

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

The economic impact of the proposed use is minimal.

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

The proposed use is capable of meeting all applicable ordinance requirements.

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

The relative gain to the public health, safety, and welfare are minimal. The property owner would continue to be able to use the property as a two-family residence if this application is denied.

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**NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on May 24, 2017. No one was in attendance at the neighborhood meeting, and no opposition was expressed.

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**KEY ISSUES**

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1. Number of Units
2. Parking
3. Parking Surface
4. Unit Layout
5. Accessory Structures

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**PLANNING COMMISSION RECOMMENDATION**

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The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Master Plan Amendment #MP-2017-6.

The Planning Commission voted 5 to 0 to recommend **APPROVAL** of Change of Zone Application #3142 **subject to inspection by the UG Building Inspection Department of any improvements that have been made to the property.**

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**STAFF COMMENTS AND SUGGESTIONS**

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The staff **does not** concur with the recommendation of the City Planning Commission.

**Urban Planning and Land Use Comments:**

**1. Number of Units**

How many units are proposed in the building? The application states four units, but it also says BPU installed three meters. Have you done work to convert the building into additional units?



**Applicant Response:**

I did not do any additional construction to the unit; once I bought it. I just cleaned up, general repairs and improvements that needed. The existing structure has been the same for the past 40 years.

**Staff Response:**

The floorplan submitted by the applicant shows three existing units. Applicant is request four units, which would result in the further dividing of the structure.

**2. Parking**

The number of parking spaces required is based on the number of bedrooms. Please confirm the number of bedrooms in each unit. One and one-half parking spaces shall be provided for each dwelling unit that has one bedroom or less. Two parking spaces shall be provided for each dwelling unit that has two bedrooms or more.

**Applicant Response:**

The parking spaces comply with the upstairs units, The basement unit has had a partial gravel driveway since it was built. The concrete will be finished in the basement unit to comply with the requirements.

**Staff Response:**

The current configuration of the structure in the floorplan requires six parking spaces. Four units would require six to eight parking spaces depending on the number of bedrooms in each unit. If the basement unit is divided into two one bedroom apartments, and the upstairs units are left as is, seven parking spaces would be required. The site plan currently shows six parking spaces.

**3. Parking Surface**

All parking and driveway surfaces must be paved in concrete or asphalt. All other surfaces must be landscaped with turf grass or other landscape material. Gravel areas are not allowed.

**4. Unit Layout**

Please provide a unit layout showing that all units meet the minimum area requirement of 380 square feet per unit.

**Applicant Response:**

The units comply with the measurement requirement for an R4 unit.

**Staff Response:**

The existing three units comply with the minimum area requirement, but it is unclear how the building would be divided into four units and whether all four units would meet the minimum area requirement.

**5. Accessory Structures**

The plot plan shows two sheds. Only one accessory structure is allowed in the R-2(B) and RP-4 districts. Please remove one of the accessory structures.

**Applicant Response:**

The extra shed will be removed to comply with the requirement.

**Public Works Comments:**

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
  - 1) None
- B) Items that are conditions of approval (stipulations):
  - 1) None
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
  - 1) None

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**STAFF CONCLUSION**

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The structure at 2000 North 67<sup>th</sup> Street is a legally nonconforming duplex, as established by Steve Speise, the director of planning, in his letter dated October 19, 1998. The property has had several valid rental licenses for two units. The applicant is applying to change the zone in order to use the property as four residential units. This use does not conform to the City-Wide Master Plan, which designates this area as the Low Density Residential District. This district allows single-family detached residences and discourages medium and high-density residences. Staff recommends denial of this petition due to these factors.

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**STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners concur with the findings contained within the staff report related to *Factors to be Considered* and *Key Issues* and recommends **DENIAL** of Petition **#3142** and **#MP-2017-6** subject to all comments and suggestions outlined in this staff report.

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**ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
Plot Plan  
Floorplan  
Applicant's response to comments  
Letter – Steve Speise nonconforming use decision

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**REVIEW OF INFORMATION AND SCHEDULE**

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| <u>Action</u>  | <u>Planning Commission</u> | <u>Board of Commissioners</u> |
|----------------|----------------------------|-------------------------------|
| Public Hearing | June 12, 2017              | June 29, 2017                 |
| Rezoning       | Approval                   |                               |
| Master Plan    | June 12, 2017              | June 29, 2017                 |
|                | Approval                   |                               |

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STAFF CONTACT: Zach Flanders  
[zflanders@wycokck.org](mailto:zflanders@wycokck.org)

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## MOTIONS

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### Master Plan Amendment:

I move the Unified Government Board of Commissioners **DENY** Petition #**MP-2017-6**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### OR

I move the Unified Government Board of Commissioners **APPROVE** Petition #**MP-2017-6** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

### Change of Zone:

I move the Unified Government Board of Commissioners **DENY** Petition #**3142**, as it is not in compliance with the City Ordinances and as it will not promote the health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### OR

I move the Unified Government Board of Commissioners **APPROVE** Petition #**3142** as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 1:34:55**

**MASTER PLAN AMENDMENT #MP-2017-6 – ALEXIS RIVERA – SYNOPSIS:** Master Plan Amendment from Low Density Residential to Medium Density Residential at 2000 North 67<sup>th</sup> Street

**CHANGE OF ZONE APPLICATION #3142 – ALEXIS RIVERA – SYNOPSIS:** Change of Zone from R-1 Single Family District to RP-4 Planned Garden Apartment District for four multi-family units in one building at 2000 North 67<sup>th</sup> Street. Detailed Outline of Requested Action: This application has been submitted to use the existing residential structure at 2000 North 67<sup>th</sup> Avenue as a four unit residential building. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. In a letter dated October 19, 1998 (see attachment), the Director of Planning, Steve Speise, determined that this property is a legally nonconforming two family use. This letter also determined that a three-family use was not legally established. Today, this property could continue to be used as a two family use; however, additional units require a rezoning. The applicant has submitted this rezoning application in order to be able to use the property as a four unit residential structure.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

### **Present in Support:**

- ❖ Mr. Alexis Rivera, applicant, 2000 North 87<sup>th</sup> Street, Kansas City, Kansas
- ❖ Mr. Harold Stanton, 6711 Parallel Parkway, Kansas City, Kansas
- ❖ Ms. Abby Jones, 2000 North 87<sup>th</sup> Street, Kansas City, Kansas

### **Present in Opposition:**

- ❖ No one appeared

**Staff Recommendation Starts: 1:44:40** Director Richardson stated that on October 19, 1998 Steve Speise, the Director of Planning and Zoning at that time, made the

interpretation that two units had been legally established and any other units had not been legally established. Although it is a R-1 District two units were legally nonconforming and the other units that might exist are illegal non-conforming units. Following that letter in January of 2006 a local attorney, Ryan Denk, asked Mr. Speise to affirm that for his client, which he assumes was done. Unfortunately, the applicant has bought into a bad situation as these are illegal non-conforming uses. The staff cannot recommend approval for them and unfortunately for Mr. Rivera the time to appeal that decision has passed. The decision was made in 1998 and there was 30 days from that decision to appeal. It was not appealed to his knowledge and if it was, it was not successful. The applicant is left with the situation today that there are two (2) legal nonconforming units and any other units are not legally established. The applicant is requesting a change of zone and master plan amendment which would allow for multiple units at this location. This is a case where if the zoning was amended to R-4 all four units would be allowed and the master plan would need to be amended to medium density. He stated that he has empathy for the applicant but a change of ownership with a situation like this does not make it correct and the staff has to recommend denial for the reasons listed in the staff report. The applicant could have called the Rental Licensing Department and the Planning Department to check on the property. When these cases come up there are two ways to handle them, either through interpretation with an appeal or to change the zoning. When it is a single family neighborhood or duplex neighborhood, the staff has held that the neighborhood should maintain that status. The staff recommends denial.

The Commission asked for further clarification from the applicant concerning whether his family is living in the entire structure or if he is going to rent the units. Mr. Rivera stated that as soon as he purchased the property (2011) he got a rental license but some of his family did not like living in the area and he decided that he needed to rent it. He used the property as he purchased it. There are three meters on the property and he cannot get answers as to how they were placed there. His rental license is current and when he got the re-inspection these issues arose. He purchased the property as is. Ms. Abby Jones stated that their family lives in the basement part and the studio next to it is rental as are the two units above. Director Richardson stated that they obtained a rental license for two units – not two units and a living area (for their family.) If the Commission recommended approval of this application he would request Building Inspection to inspect the entire structure so the city could be assured that all the electrical, etc. were done accurately. There are no records as to how they were converted and if the electrical, gas, etc. were done correctly. It is a safety issue when the city does not know how units are converted. He stated that since the applicant has owned the property there are no building permits on file for any improvements. He does not know what the applicant has done and if the improvements needed permits. He does not know how the improvements were made and he is concerned about safety. There were building permits in 2005 and 2008 when it was licensed as a two family dwelling unit.

#### **Motion and Vote Starts: 2:00:25**

On motion by Mr. Mose, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2017-6:**

**Carson**

**Aye**

|           |             |
|-----------|-------------|
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

On motion by Ms. Jones, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3142 subject to inspection by the UG Building Inspection Department of any improvements that have been made to the property:**

|           |             |
|-----------|-------------|
| Carson    | Aye         |
| Childress | Not Present |
| Connelly  | Aye         |
| Ernst     | Not Present |
| Gonzalez  | Not Present |
| Huey      | Chairman    |
| Jones     | Aye         |
| Mose      | Aye         |
| Pauley    | Aye         |
| Rank      | Not Present |
| Serda     | Not Present |

**Motion to recommend APPROVAL Passed: 5 to 0**

# PLOT PLAN

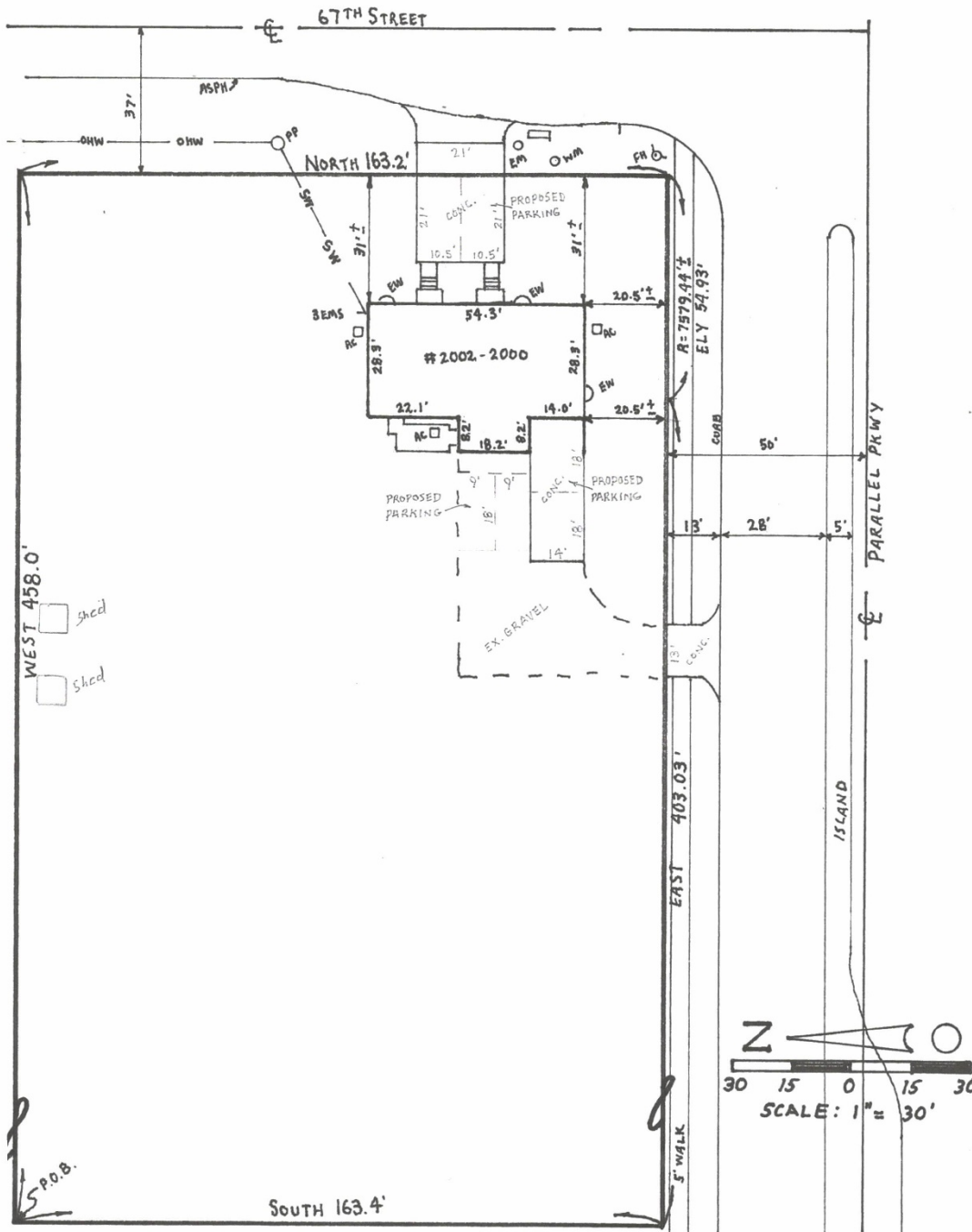
This Plot Plan should not be used to establish any fences, buildings, or other structures except as shown on this original copy.

This does not constitute a boundary survey. No property corners were set. This is a pre-construction Plot Plan only.

ORDERED BY: Alexis Rivera. FOR: 2000-2002 N. 67<sup>th</sup> Street; Kansas City, KS 66104

Job No. 17-40

DESCRIPTION: Beginning 2442 feet South and 824.9 feet East of the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 33, Township 10, Range 24, in Kansas City, Wyandotte County, Kansas; thence South 163.4 feet; thence East 403.03 feet; thence Easterly on a curve to the left 54.93 feet; thence North 163.2 feet; thence West 458 feet to the Point of Beginning.



NOTES: Legal description provided by client. All building locations  $\pm 0.5$  feet.

The intent of this Plot Plan is to show the location of existing improvements and proposed parking.

PP = Power Pole. WM = Water Meter. FH = Fire Hydrant. AC = Air Conditioner. EM = Egress Meter. EW = Egress Window.

OHW = Overhead Wires. SW = Service Wire.

Richard D. Moore Land Survey, Inc. (913) 334-3888  
7540 Leavenworth Rd. Kansas City, KS 66109

APRIL 10, 2017

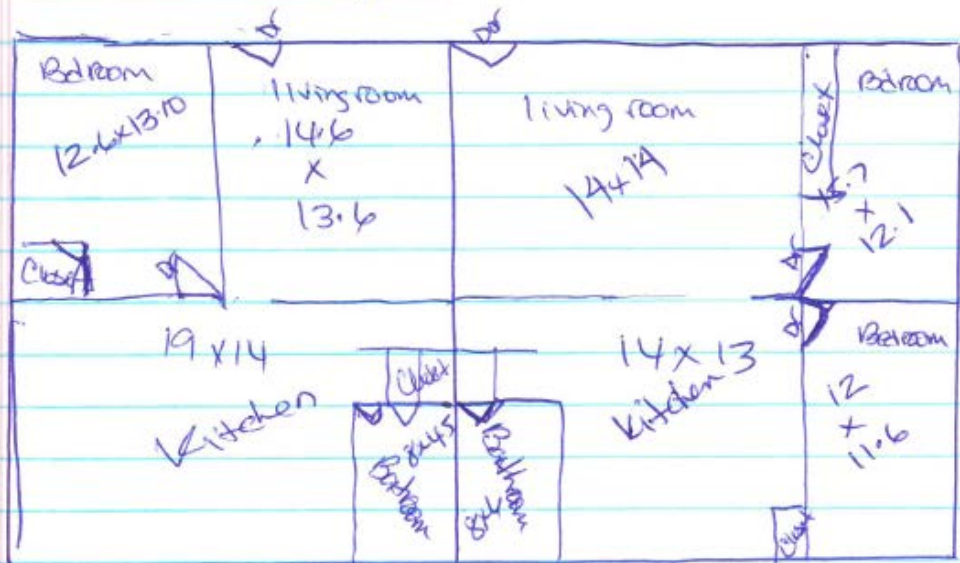
Date

Richard D. Moore — L.S. 1394

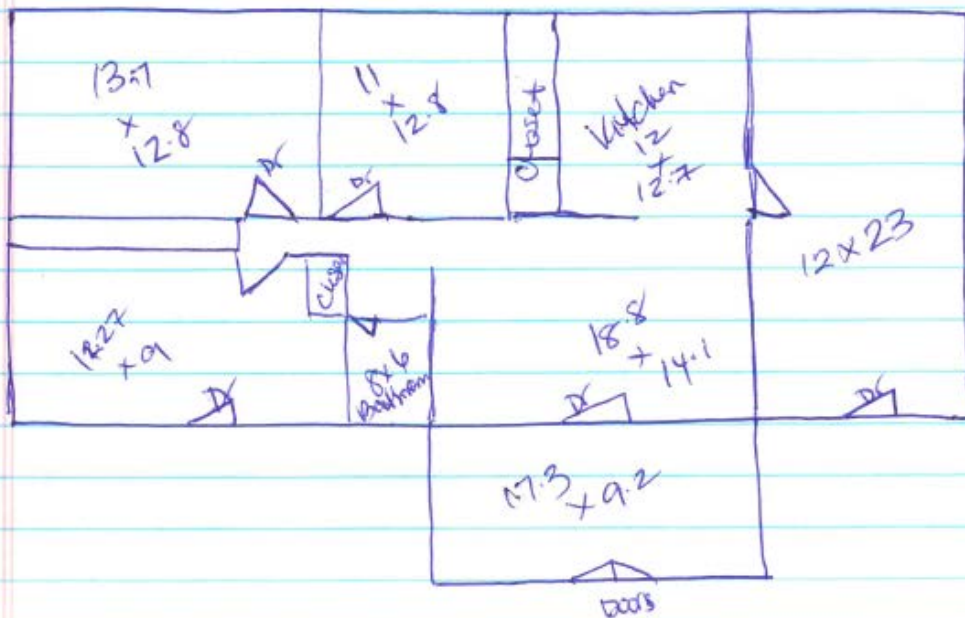


Measurements for  
2000 N 67th St  
Alexis Rivera

## Duplex



## Basement



May 31,2017

COMMENTS AND SUGGESTION FOR URBAN PLANING AND LAND USE:

- 1) I did not do any additional construction to the unit ; once I bought it.  
I just cleaned up, general repairs and improvements that needed.  
The existing structure has been the same for the past 40 years.
- 2) The parking spaces comply with the upstairs units. The basement unit  
has had a partial gravel driveway since it was built. The concrete will  
be finished in the basement unit to comply with the requirements.
- 3)The units comply with the measerement requirement for an R4 unit.
- 4)The extra shed will be removed to comply with the requirement.

Alexis Rivera  
2000 N 67 St.  
Kansas City, Ks. 66104



DEPARTMENT OF DEVELOPMENT  
701 NORTH SEVENTH STREET  
KANSAS CITY, KANSAS 66101



PLANNING AND ZONING  
913/573-5750 FAX 913/573-5745

October 19, 1998

Ms. Vicky Maxwell  
16160 174<sup>th</sup> St.  
Bonner Springs, KS 66012

Dear Ms. Maxwell:

I have reviewed the history of us of the property at 2000 N. 67<sup>th</sup> St. This history is based primarily on appraisal records. The property was zoned D One Family under the Wyandotte County Resolution prior to 1966 when it was annexed. That district allowed two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least 10 feet. Thus, it is my opinion that the two of the dwelling units clearly constitute a legally nonconforming use. I would be able to approve a rental license with respect to zoning for two dwelling units.

Please understand that there can be other rental licensing issues. The rental license inspectors have indicated to me that basement dwelling units are prone to code problems with respect to ceiling height, egress, and natural light. These, in some cases, cannot be remedied at a reasonable cost. Thus, it may be a good idea to ask for an inspection to determine if there are any problems.

In contrast, it is my opinion that three family use was not legally established. Thus, you will have to pursue a zoning approval process for any third unit that you wish to maintain. Obviously, you could apply to rezone the property for apartment use. This may be possible, but I would not encourage it, because it sets a pattern that is difficult to change. An alternative procedure has been established and I have attached the ordinance that sets it out. The Nonconforming Use Permit as set out under 1.iii on pages 3 and 4 is the relevant portion. Obviously, this procedure does have possible pitfalls, and it may or may not be approved.

Please let me know when you decide what to do.

Sincerely,

Steve Speise  
Director of Planning and Zoning

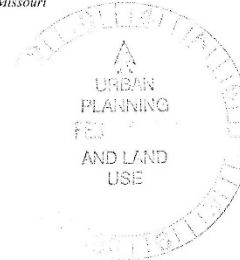
Attachments

CHARLES A. GETTO\*  
 FREDERICK J. GREENBAUM\*\*  
 LAWRENCE D. GREENBAUM\*\*  
 JOHN DAVID JURCYK\*  
 DOUGLAS M. GREENWALD\*  
 DANIEL F. CHURCH\*  
 ANTON C. ANDERSEN\*  
 GREGORY D. WORTH\*  
 DERYL W. WYNN\*  
 CLIFFORD K. STUBBS\*\*  
 CARL A. GALLAGHER\*  
 ERIC T. LANHAM\*  
 STEPHEN A. McMANUS\*\*  
 GREGORY P. GOHEEN\*  
 BYRON A. BOWLES, JR\*\*  
 DAVID F. MENGHINI\*  
 JOSEPH W. HEMMERGER\*\*  
 RYAN B. DENK\*\*  
 JOHN R. EMERSON\*\*  
 CHRISTOPHER E. PATT\*  
 REB S. HIGHLANDER\*  
 GEORGE D. HALPER\*\*  
 PATRICIA L. MUSICK\*

# MCANANY, VAN CLEAVE & PHILLIPS, P.A.

*Attorneys at Law Since 1901*

\*Admitted in Kansas    ☐ Admitted in Illinois    + Admitted in Missouri



THOMAS J. WALSH\*\*  
 ELIZABETH REID DUTSON\*\*  
 ROBERT J. WONSHEL\*\*  
 JAMES P. WOLF\*\*  
 RACHEL R. BROWN\*  
 SHELLEY A. WILSON\*  
 SAMANTHA N. BENJAMIN\*\*  
 JASON J. MONTGOMERY\*\*  
 BRIAN J. ZICKFOOSE\*  
 TIMOTHY C. GAARDER\*\*  
 GREGORY T. COOK\*\*  
 BROOKE L. GRANT\*  
 LISA MARIE HENDERSON\*  
 MATTHEW E. PELIKAN\*  
 COUNSEL:  
 FRANK D. MENGHINI\*  
 ROBERT D. BENJAMIN\*\*  
 WALTER J. KENNEDY\*\*  
 ROSEMARY PODREBARAC\*\*  
 JAMES R. GOHEEN 1942-1994  
 DANIEL B. DENK 1943-2003

January 31, 2006

Mr. Steve Spiese  
 Director of Planning  
 Unified Government Wyandotte County/  
 Kansas City, Kansas City Hall  
 701 North 7th Street  
 Kansas City, Kansas 66101

RE: John Whitfield &  
 Property address 2000 N. 67<sup>th</sup> Street, Kansas City, Kansas 66104  
 MVP No.: 4340.00000

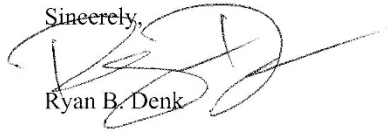
Dear Steve:

As a follow-up to my previous telephone message to you, I am requesting that you draft a letter to the current property owner of 2000 N. 67<sup>th</sup> Street, Kansas City, Kansas 66104, John Whitfield, which says substantially the same thing as was stated in your October 19, 1998 letter to Vicky Maxwell, the previous owner to Mr. Whitfield. Specifically, Mr. Whitfield is having some difficulty in getting the property re-financed as the property is currently zoned R-1, single family use. Specifically, we would request that your letter state that the history of the property at 2000 N. 67<sup>th</sup> Street is that such property was zoned "D", which defined under the 1966 Municipal Ordinance 27-79.1 as a two family district. It additionally requests that this letter state that this "D" district classification allowed for two family dwellings whenever the lot contained a minimum of 12,000 square feet and whenever there were side yards of at least ten feet, which the property in question has. Therefore, according to your opinion the two family dwelling units at 2000 N. 67<sup>th</sup> Street clearly constitute a legal non-conforming use. Accordingly, two dwelling units upon this property is a permitted use to which the Unified Government does not contest. If you could please make this letter addressed to John Whitfield, P.O. Box 12100, Kansas City, Kansas 66112, it would be greatly appreciated. If you have any questions or concerns regarding the issuance of this letter, please feel free to contact me.

{K0269869.DOC; 1}  
 707 Minnesota Avenue, Fourth Floor - P.O. Box 171300 - Kansas City, Kansas 66117 - (913) 371-3838 - Fax (913) 371-4722  
**KANSAS CITY - ST. LOUIS - ROELAND PARK**

January 31, 2006  
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "RBD", with a long horizontal flourish extending to the right.

Ryan B. Denk

RBD/djm

cc: John Whitfield

{K0269869.DOC; 1}



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# Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

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**To:** City Planning Commission  
**From:** City Staff  
**Date:** June 12, 2017  
**Re:** De-annexation 2017-1 Lake Quivira Area

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## GENERAL INFORMATION

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**Requested Action:**  
Approval of De-annexation

**Property Location:** Portion of Holliday Drive that runs between Parcel Numbers 930002 and 930005, located in the area of 78<sup>th</sup> Street and Holliday Drive

Parcel Numbers 929807, 930002, 930005, located in the area of 78<sup>th</sup> Street and Holliday Drive

**Advertisement:** The Wyandotte Echo – May 18, 2017 (regarding road)  
The Wyandotte Echo – February 2, 2017 (regarding parcels)

**Public Hearing:** June 12, 2017 (regarding road)  
March 13, 2017 (regarding parcels)

**Public Opposition:** A Kansas City, Kansas resident who does not live in the area of the de-annexation has expressed opposition.

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## PROPOSAL

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Parcel Numbers 929807, 930002, and 930005 are owned by Quivira, Inc. Quivira, Inc. filed a petition with the Wyandotte County Clerk to de-annex those parcels from the city of

Kansas City, Kansas. The City of Lake Quivira passed a Resolution of Intent expressing its intent to annex those parcels.

A portion of Holliday Drive runs between two of the parcels. If the parcels are de-annexed and annexed by Lake Quivira, that portion of Holliday Drive would run through the City of Lake Quivira. Because of this, staff recommends that this portion of Holliday Drive should be included in the de-annexation ordinance. The Unified Government Board of Commissioners voted on May 11, 2017 to authorize the filing of a petition to de-annex the portion of Holliday Drive. The petition was filed with the County Clerk on

The proposed Unified Government ordinances de-annex the parcels and the portion of the road if and only if Lake Quivira annexes them. This provision avoids any period of un-incorporation between de-annexation and annexation.

A public hearing was previously held and closed on March 13, 2017 regarding the parcels. The planning commission has not yet determined whether to recommend approval of the de-annexation of the parcels.

On June 12, 2017, a public hearing should be held regarding the de-annexation of the portion of Holliday Drive. At the conclusion of that hearing, staff recommends that the planning commission should vote to approve the de-annexation of the three parcels and the portion of Holliday Drive.

K.S.A. §12-504 and §12-505 governs de-annexation. The Commission must make the following findings in order to recommend de-annexation:

1. Notice was proper  
Notice was published on February 2, 2017 in the Echo regarding the parcels and on May 18, 2017 regarding the portion of Holliday Drive, at least 20 days before the public hearing as required by K.S.A. §12-504.
2. No private rights will be injured by the de-annexation  
Quivira, Inc. owns all the land in the parcels described in the petition and requests de-annexation.
3. The public will suffer no loss or inconvenience  
The current level of service to the described land will maintain or improve. County and school tax revenue will increase if Quivira, Inc. develops the land.
4. In justice to the petitioners, the petition should be granted.  
There is no compelling reason to deny the petitioner's request.
5. No adjoining landowner has filed a written objection to the petition.  
No written objection has been filed.

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## **STAFF COMMENTS AND SUGGESTIONS**

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None

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## **STAFF RECOMMENDATION**

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Staff recommends that the Planning Commission **APPROVE** the de-annexation and make the following findings:



1. Due and legal notice has been given by publication.
2. No private rights will be injured or endangered by the de-annexation
3. The public will suffer no loss or inconvenience thereby.
4. In justice to the petitioners, the prayer of the petition ought to be granted.
5. No adjoining landowner has filed a written objection to the petitions with the Unified Government Clerk prior to the hearing.

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## ATTACHMENTS

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Attachment 1: Map

Attachment 2: Ordinance

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## REVIEW OF INFORMATION AND SCHEDULE

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| <u>Action</u>                      | <u>Planning Commission</u>                                               | <u>Board of Commissioners</u> |
|------------------------------------|--------------------------------------------------------------------------|-------------------------------|
| Public Hearing (regarding parcels) | March 13, 2017<br>Held Over<br>May 8, 2017<br>Held Over<br>June 12, 2017 | June 29, 2017                 |
| Public Hearing (regarding road)    | June 12, 2017                                                            | June 29, 2017                 |

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**STAFF CONTACT:** Susan Alig  
[salig@wycokck.org](mailto:salig@wycokck.org)

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## MOTIONS

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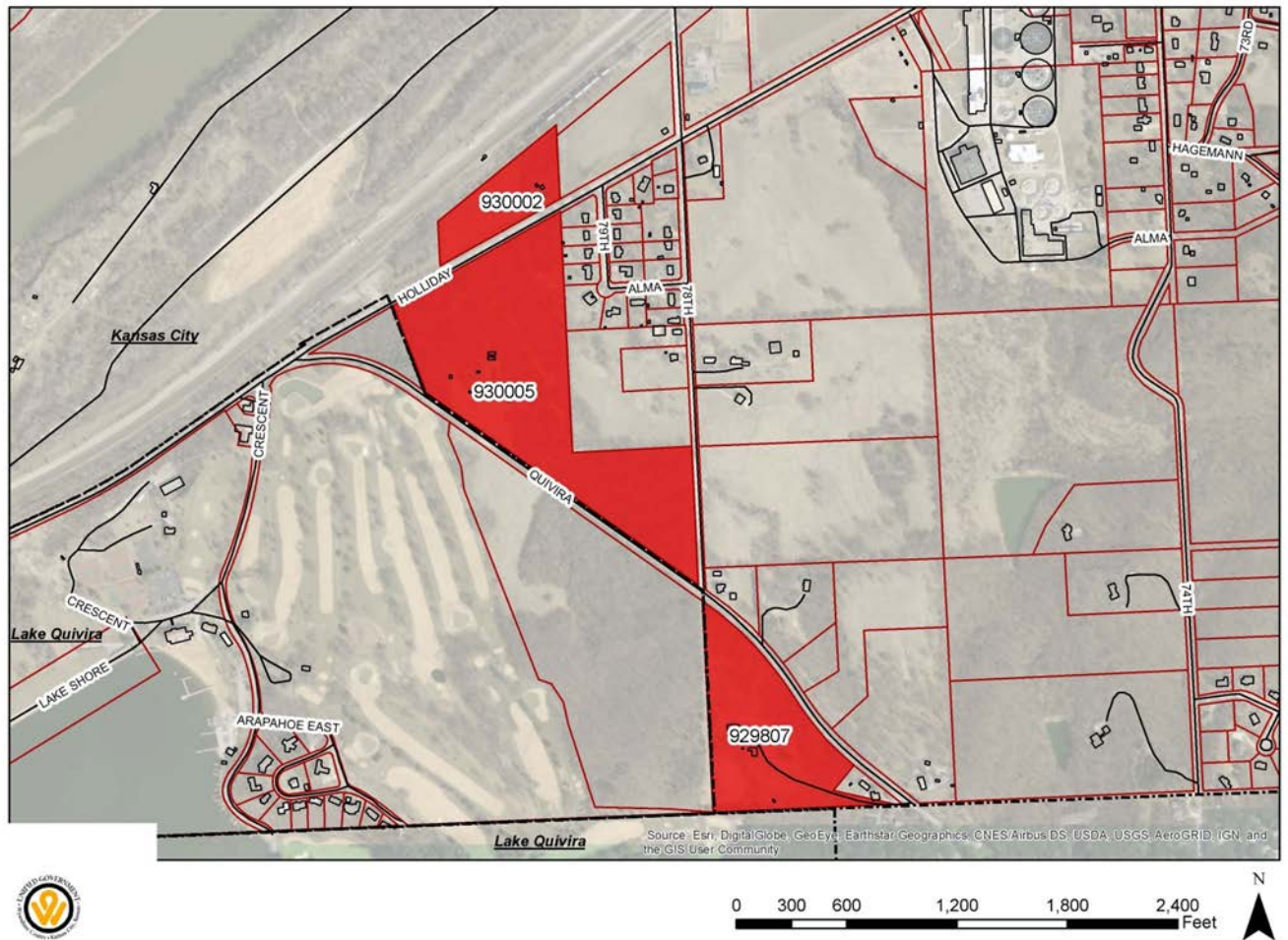
I move the Kansas City, Kansas City Planning Commission **RECOMMEND APPROVAL** of De-annexation Petition 2017-1 to the Unified Government Board of Commissioners, having determined from the proofs and evidence presented that all the requirements of K.S.A. 12-504 and 12-505 have been met, specifically:

1. Due and legal notice has been given by publication.
2. No private rights will be injured or endangered by the de-annexation.
3. The public will suffer no loss or inconvenience thereby.
4. In justice to the petitioners, the prayer of the petitioners ought to be granted.
5. No adjoining landowner has filed any written objection to the petitions with the Unified Government Clerk prior to the hearing.

**OR**

I move the Kansas City, City Planning Commission **RECOMMEND DENIAL** of the De-annexation 2017-1 Petition, to the Unified Government Board of Commissioners as not meeting the requirements of K.S.A. 12-504 and K.S.A. 12-505, and other such reasons that have been mentioned.

# Attachment 1: Map



Attachment 2: Proposed Ordinance regarding parcels

(Published \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE** approving the petition for deannexation of real property, Parcel No. 929807, Parcel No. 930002, and Parcel No. 930005, made by Quivira, Inc.

**WHEREAS**, Quivira, Inc. is the legal owner of that certain real estate located in Kansas City, Kansas: Parcel No. 929807, Parcel No. 930002 and Parcel No. 930005, legally described in Section 2 herein (collectively referred to as the “Property”); and

**WHEREAS**, on January 9<sup>th</sup>, 2017, the City of Lake Quivira, Kansas passed a resolution of intent stating its interest in and intent to consider annexation of the Property; and

**WHEREAS**, on January 26<sup>th</sup>, 2017, Quivira Inc. filed an amended petition (the “Petition”) for the exclusion of the Property from the boundaries of the City of Kansas City, Kansas with the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”), a copy of which is on file with the Clerk’s Office; and

**WHEREAS**, on February 2, 2017 notice was published in the Wyandotte Echo that a public hearing on the Petition would be held before the Unified Government Planning Commission on March 13, 2017; and

**WHEREAS**, on March 13, 2017, a public hearing on the Petition was held before the Unified Government Planning Commission. After hearing proofs and evidence, the Unified Government Planning Commission determined that the statutory requirements described in K.S.A. 12-504 and 12-505 had been met, and the Planning Commission recommended approval of the Petition.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KANSAS CITY, KANSAS:

**SECTION 1:** The Governing Body hereby determines from the proofs and evidence presented with respect to the Petition that: (1) due and legal notice has been given by publication as required by K.S.A. 12-504 and K.S.A. 12-505; (2) no private rights will be injured or endangered by such exclusion; (3) the public will suffer no loss or inconvenience thereby; and (4) in justice to the petitioner or petitioners the prayer of the petitioner ought to be granted.

**SECTION 2:** The statutory requirements of K.S.A. 12-504 and 12-505, having been met, the Governing Body deems it advisable and does hereby order to be excluded from the incorporated city limits of Kansas City, Kansas, upon the taking effect of this Ordinance, the Property, legally described as follows:

Tract I  
Parcel No. 929807

Beginning SW Corner; N to S LN Quivira Lane, SELY-1225 Feet, m/l, 541 W-176.49 Feet, S75E-339.95 Feet, W 987.34 Feet to Point of Beginning

Tract II

Parcel No. 930002

Beginning 666 Feet W and 711.29 Feet N of SE Corner NE 1/4; S63W-742.6 Feet, N 247.08 Feet, N53E-830.26 Feet, S 412.29 Feet to Point of Beginning

Tract III

Parcel No. 930005

Beginning 663.52 Feet S of NE Corner SE 1/4; S 747.59 Feet, N52W-1811.45 Feet, N22W-495.16 Feet, NE63E-1076.48 Feet, S 1306 Feet, E 644.02 Feet, to Point of Beginning

**SECTION 3:** That upon the taking effect of this Ordinance, the above changes to the incorporated area of the City of Kansas City, Kansas shall be made to the City of Kansas City, Kansas Zoning District Map, as amended.

**SECTION 4:** That this Ordinance shall take effect and be in force only if and when the City of Lake Quivira, Kansas formally annexes the Property, after its adoption by the Lake Quivira City Council and its publication in the official Lake Quivira City Newspaper.

**SECTION 5:** The Unified Government shall, and the officers, employees and agents of the Unified Government are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County/ Kansas City, Kansas this 29<sup>th</sup> day of June, 2017.

Approved:

\_\_\_\_\_  
Mark Holland, Mayor/CEO

Attest:

\_\_\_\_\_  
Unified Government Clerk

### Attachment 3: Proposed ordinance regarding Holliday Drive

(Published \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE** approving the petition for deannexation of a portion of Holliday Drive in Kansas City, Kansas, made by the Unified Government of Wyandotte County/Kansas City, Kansas.

**WHEREAS**, the city of Kansas City, Kansas owns and maintains the portion of Holliday Drive legally described in Section 2 herein (hereinafter referred to as the “Property,” and;

**WHEREAS**, on January 9<sup>th</sup>, 2017, the City of Lake Quivira, Kansas passed a resolution of intent stating its interest in and intent to consider annexation of the two parcels to the north and south of the Property; and

**WHEREAS**, on May 18, 2017, the Unified Government filed a petition (the “Petition”) for the exclusion of the Property from the boundaries of the City of Kansas City, Kansas with the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”), a copy of which is on file with the Clerk’s Office; and

**WHEREAS**, on May 18, 2017, notice was published in the Wyandotte Echo that a public hearing on the Petition would be held before the Unified Government Planning Commission on June 12, 2017; and

**WHEREAS**, on June 12, 2017, a public hearing on the Petition was held before the Unified Government Planning Commission. After hearing proofs and evidence, the Unified Government Planning Commission determined that the statutory requirements described in K.S.A. 12-504 and 12-505 had been met, and the Planning Commission recommended approval of the Petition.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF KANSAS CITY, KANSAS:

**SECTION 1:** The Governing Body hereby determines from the proofs and evidence presented with respect to the Petition that: (1) due and legal notice has been given by publication as required by K.S.A. 12-504 and K.S.A. 12-505; (2) no private rights will be injured or endangered by such exclusion; (3) the public will suffer no loss or inconvenience thereby; and (4) in justice to the petitioner or petitioners the prayer of the petitioner ought to be granted.

**SECTION 2:** The statutory requirements of K.S.A. 12-504 and 12-505, having been met, the Governing Body deems it advisable and does hereby order to be excluded from the incorporated city limits of Kansas City, Kansas, upon the taking effect of this Ordinance, the Property, legally described as follows:

A tract of land in the Northeast 1/4 of Section 32 Township 11 South Range 24 East of the 6th Principal Meridian in Wyandotte County, Kansas described as follows:  
Commencing at the Southeast corner of the Northeast 1/4;

thence South 89° 42' 42" West along the East-West centerline of Section 32, 666.0 feet to the Southwest Corner of Lot 16 KAW SEEN VILLAGE, a subdivision in Kansas City, Wyandotte County, Kansas, said corner being on the West line of the East half of the Southeast 1/4 of the Northeast 1/4;  
thence North 00° 27' 55" West 644.47 feet to a point on the Southeast right-of-way line Holliday Drive, said point being the true Point of Beginning;  
thence South 63° 6' 13" West along the Southeast right-of-way line of Holliday Drive 1076.48 feet;  
thence North 18° 45' 04" West to the Northwest right-of-way line of Holliday Drive;  
thence Northeast along the Northwest right-of-way line of Holliday Drive to the West line of the East half of the Southeast 1/4 of the Northeast 1/4;  
thence South along the West line to the Point of Beginning.

**SECTION 3:** That upon the taking effect of this Ordinance, the above changes to the incorporated area of the City of Kansas City, Kansas shall be made to the City of Kansas City, Kansas Zoning District Map as amended.

**SECTION 4:** That this Ordinance shall take effect and be in force only if and when the City of Lake Quivira, Kansas formally annexes the Property, after its adoption by the Lake Quivira City Council and its publication in the official Lake Quivira City Newspaper.

**SECTION 5:** The Unified Government shall, and the officers, employees and agents of the Unified Government are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County/ Kansas City, Kansas this 29<sup>th</sup> day of June, 2017.

Approved:

\_\_\_\_\_  
Mark Holland, Mayor/CEO

Attest:

\_\_\_\_\_  
Unified Government Clerk



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Change of Zone Petition #3138 and #MP-2017-4

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### GENERAL INFORMATION

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**Applicant:**  
Robert Carey

**Status of Applicant:**  
Owner  
925 South 89<sup>th</sup> Street  
Kansas City, KS 66111

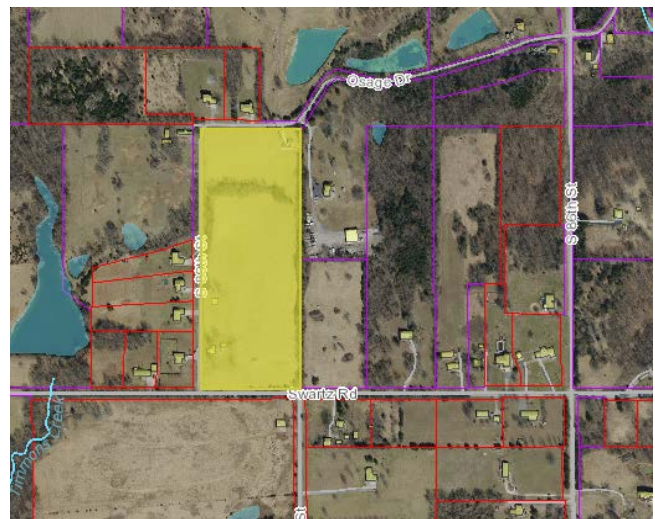
**Requested Actions:**  
Change of Zone from  
A-G Agriculture District to R-1 Single  
Family District

A Master Plan Amendment from Rural  
Density Residential (City-Wide Master  
Plan) to Rural Density Residential (City-  
Wide Master Plan)

**Date of Application:**  
January 29, 2017

**Purpose:** To rezone and plat one agricultural lot

**Property Location:** 925 South 89<sup>th</sup> Street





**Existing Zoning:** A-G Agriculture District

**Surrounding Zoning:**

|               |                                                 |
|---------------|-------------------------------------------------|
| <b>North:</b> | A-G Agriculture and R-1 Single Family Districts |
| <b>South:</b> | A-G Agriculture District                        |
| <b>East:</b>  | A-G Agriculture District                        |
| <b>West:</b>  | A-G Agriculture and R-1 Single Family Districts |

**Existing Uses:**

|               |                               |
|---------------|-------------------------------|
| <b>North:</b> | Large lot single family homes |
| <b>South:</b> | Farmland                      |
| <b>East:</b>  | Large lot single family homes |
| <b>West:</b>  | Large lot single family homes |

**Total Tract Size:** 14.14 acres

**Master Plan Designation:** The City-Wide Master Plan designates this property as Rural Density Residential

**Major Street Plan:** The City-Wide Master Plan classifies South 89<sup>th</sup> Street as a local street.

**Advertisement:** The Wyandotte Echo – February 16, 2017  
Letters to Property Owners – February 15, 2017, March 8, 2017, March 30, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** There were four persons present in opposition at the June 12, 2017 City Planning Commission meeting.

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## PROPOSAL

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*Detailed Outline of Requested Action:* The applicant, Robert Carey wants to rezone a portion of 925 South 89<sup>th</sup> Street from A-G Agriculture to R-1 Single Family District and plat one agriculture lot and three residential lots on 14.14 acres. For the proposed rezoning and platting, a master plan amendment is required, however the applicant is seeking an amendment from the three (3) acre per lot requirement to be on a septic system.

*City Ordinance Requirements:* Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

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## FACTORS TO BE CONSIDERED

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### ***1. Neighborhood character***

The character of the neighborhood is comprised of large lot single family homes. The area is rural in nature with acreages ranging between 1.5 – 10 acres.

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

The zoning and the uses of properties nearby is set out above. The proposed use is compatible with the surrounding uses.

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

The removal of the restrictions should not detrimentally affect nearby property.

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

The property is not vacant. An occupied single family home is located in the southwest corner of the property. A telecommunication tower is located in the northeast corner of the property.

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

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

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

The proposed use will not increase traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

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

The proposed use does not comply with the Master Plan, so an amendment to the district designation is being sought.

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

The proposed use will not cause environmental harm.

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

**a. *Water service***

Available

**b. Sanitary sewer service**

Not available

**c. Storm water control**

To be designed to meet City Code

**d. Police**

Police service is provided by West Patrol, District #221

**e. Fire**

Fire service is provided by Fire Station #20

**f. Transit**

Kansas City ATA does not provide transit service near this property.

**g. Schools**

Bonner Springs USD 204

**h. Streets**

See item #6 above

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

The proposed use will have a minimal economic impact on the community.

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

The proposed use is capable of meeting applicable ordinance requirements.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowner is minimal.

**13. Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.**

Development of the property is of such character that it can be safely without

danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

***14. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.***

Streets are designed as to provide a safe, convenient and functional system for vehicular traffic and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.

***15. Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.***

Lots are so arranged as to afford adequate light, open space or air, to facilitate fire protection and to provide for long-term sustained real estate values.

***16. Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.***

This is not applicable.

***17. Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.***

This is not applicable.

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## **PREVIOUS ACTIONS**

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None

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on February 27, 2017. According to the applicant, some individuals who attended the meeting expressed concern about the width of South 89<sup>th</sup> Street and if the applicant was going to widen the road and future septic systems required for the house.

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## **KEY ISSUES**

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Septic system  
Public Works comments

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## PLANNING COMMISSION RECOMMENDATION

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The Planning Commission voted 4 to 2 to recommend **APPROVAL** of Master Plan Amendment #MP-2017-4.

The Planning Commission voted 5 to 1 to recommend **DENIAL** of Change of Zone Application #3138 **based on the comments from the people present in opposition, testimony about traveling on the road and the applicant was not sure if the new owners would build on the properties**

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## STAFF COMMENTS AND SUGGESTIONS

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The staff **does not** agree with the recommendation of the City Planning Commission.

### **Urban Planning and Land Use Comments:**

1. Each lot is a minimum 2.8 acres. Please show pretest fields for a septic system on each lot.

**Staff Response:** The applicant has revised the plat to show the pretest fields.

2. Per the master plan amendment, Low-Density Residential requires access to a gravity sewer.

**Staff Response:** The applicant has modified their request to amend the Rural Density Residential designation rather than the Low Density Residential.

3. Based on #1 and #2 the applicant will need to provide sanitary sewer service to all lots or increase the lot size and abandon the master plan amendment.

**Staff Response:** As previously stated, the applicant is seeking to amend the Rural Density Residential recommended density which is a minimum of one (1) dwelling unit per three (3) acres.

### **Public Works Comments:**

A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) On the preliminary plat and/or site plan, show the existing road location of South 89<sup>th</sup> Street and Osage Drive, and provide right-of-way as required. Further discussion with staff may be required.
- 2) Provide a site plan and indicate the preliminary locations of future homes, proposed driveway locations, septic tank (if sewer is not provided) and lateral field area for each lot.
- 3) Provide bearings and distances instead of metes, bounds, and rods regarding the plat boundary and legal description.

- 4) The County Surveyor makes separate technical review of plat, and submits comments directly to the preparer of the plat. Provide revised plat in accordance with County Surveyor comments.
  - 5) Final Plat will have to be approved before going to planning commission with approval to obtain construction or building permits.
- B) Items that are conditions of approval (stipulations):
- 1) If sewer is not provided, the owner of each lot shall coordinate with Wyandotte County Health Department to obtain septic system approval and permit, prior to construction or building permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

### **Staff Conclusion:**

The applicant met with staff to discuss options regarding their proposal and they want a slight deviation to the master plan to allow 2.85 acres instead of the 3 acre/dwelling unit requirement for the recommended density within the Rural Density Residential designation.

When a final plat is filed, a note shall be added on the plat indicating when the lots are developed, each lot must have a separate septic area and a replacement area when the permit is obtained. Additionally, at the time a building permit is applied for on each lot, the leach field for percolation shall be depicted on the plot plan for Building Inspection.

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### **STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommend **APPROVAL** of Petition #3138 and Master Plan Amendment #MP-2017-4, subject to all comments and suggestions outlined in this staff report.

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### **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
 Zoning Map  
 Aerial Photograph  
 Preliminary Plat  
 Neighborhood Meeting Minutes

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### **REVIEW OF INFORMATION AND SCHEDULE**

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| <u>Action</u>  | <u>Planning Commission</u> | <u>Board of Commissioners</u> |
|----------------|----------------------------|-------------------------------|
| Public Hearing | June 12, 2017              | June 29, 2017                 |
| Rezoning       | Denial                     |                               |

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|                  |               |     |
|------------------|---------------|-----|
| Public Hearing   | June 12, 2017 | N/A |
| Preliminary Plat | Denied        |     |

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**STAFF CONTACT:** **Byron Toy, AICP**  
[btoy@wycokck.org](mailto:btoy@wycokck.org)

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## **MOTIONS**

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### **Master Plan Amendment**

I move the Unified Government Board of Commissioners **APPROVE** Master Plan Amendment **#MP-2017-4** as meeting all the requirements of the City Code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements.

### **OR**

I move the Unified Government Board of Commissioners **DENY** Master Plan Amendment **#MP-2017-4**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### **Change of Zone Petition**

I move the Unified Government Board of Commissioners **APPROVE** Petition #3138 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

### **OR**

I move the Unified Government Board of Commissioners **DENY** Petition #3138 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.



## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 53:30**

#### **MASTER PLAN AMENDMENT #MP-2017-4 – ROBERT J. CAREY – SYNOPSIS:**

Master Plan Amendment from Rural Residential to Low Density Residential at 925 South 89<sup>th</sup> Street

#### **CHANGE OF ZONE APPLICATION #3138 – ROBERT J. CAREY – SYNOPSIS:**

Change of Zone from A-G Agriculture District to R-1 Single Family District for one agriculture lot and three residential lots at 925 South 89<sup>th</sup> Street.

**COFFELT ESTATES – SYNOPSIS:** Preliminary Plat for four lots at 925 South 89<sup>th</sup> Street

**Detailed Outline of Requested Action:** The applicant, Robert Carey wants to rezone a portion of 925 South 89<sup>th</sup> Street from A-G Agriculture to R-1 Single Family District and plat one agriculture lot and three residential lots on 14.14 acres. For the proposed rezoning and platting, a master plan amendment is required; however the applicant is seeking an amendment from the three (3) acre per lot requirement to be on a septic system.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

### **Present in Support:**

- ❖ Mr. John Carey, representing the applicant his father, Robert Carey

### **Present in Opposition:**

- ❖ Mr. Alan McKinney, 8741 Osage Avenue, Kansas City, Kansas
- ❖ Mr. Keith Phillips, 8740 Swartz Road, Kansas City, Kansas
- ❖ Ms. Gina Sibley, 920 South 89<sup>th</sup> Street, Kansas City, Kansas
- ❖ Ms. Theresa Fogarty, 900 South 89<sup>th</sup> Street, Kansas City, Kansas

**Staff Recommendation Starts: 1:15:15** Director Richardson stated that there are no sanitary sewer systems proposed with this; it is proposed to have individual septic

systems on each individual lot. He stated that he is concerned about the road and the testimony heard this evening. He stated that he believes that it is a paved road and not a gravel road. Four homes is maybe a total of 40 trips in and out every day. It is concerning in that they have already had issues there. He stated that Osage is the road to the north and it is a problem. The Commission could stipulate that the four access drives come off 89<sup>th</sup> Street (and the Road to the south which is Swartz) would probably be adequate. Off-site improvements are not generally required for subdivisions. These are four very large lots and if this action does not go through, they could do an administrative division for two lots and they could build two homes there. That would be a by-right action that they could do without coming back before the Commission. He stated that he would make note to the engineering staff present this evening that Osage Avenue (and the citizens present said that 89<sup>th</sup> Street is also a problem) is a street that they may need to look at because it does serve citizens there. The staff recommends approval of the master plan amendment, change of zone and preliminary plat.

(There was a break as one of the members left the Commission Chamber and a quorum was not present.) (1:23:30 to 1:24:45)

**Motion and Vote Starts: 1:25:24**

On motion by Mr. Carson, seconded by Mr. Mose, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2017-4:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>No</b>          |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Aye</b>         |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>No</b>          |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to recommend APPROVAL Passed: 4 to 2**

On motion by Mr. Connelly, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend DENIAL of Change of Zone Application #3138 based on the comments from the people present in opposition, testimony about traveling on the road and the applicant was not sure if the new owners would build on the properties:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>No</b>          |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |

**Rank**                      **Not Present**  
**Serda**                     **Not Present**  
**Motion to recommend DENIAL Passed: 4 to 1**

On motion by Ms. Pauley, seconded by Mr. Connelly, the Planning Commission voted as follows to **DENY Coffelt Estates Preliminary Plat for the reasons stated with the change of zone application:**

|                                      |                    |
|--------------------------------------|--------------------|
| <b>Carson</b>                        | <b>No</b>          |
| <b>Childress</b>                     | <b>Not Present</b> |
| <b>Connelly</b>                      | <b>Aye</b>         |
| <b>Ernst</b>                         | <b>Not Present</b> |
| <b>Gonzalez</b>                      | <b>Not Present</b> |
| <b>Huey</b>                          | <b>Chairman</b>    |
| <b>Jones</b>                         | <b>Aye</b>         |
| <b>Mose</b>                          | <b>Aye</b>         |
| <b>Pauley</b>                        | <b>Aye</b>         |
| <b>Rank</b>                          | <b>Not Present</b> |
| <b>Serda</b>                         | <b>Not Present</b> |
| <b>Motion to DENY Passed: 4 to 1</b> |                    |

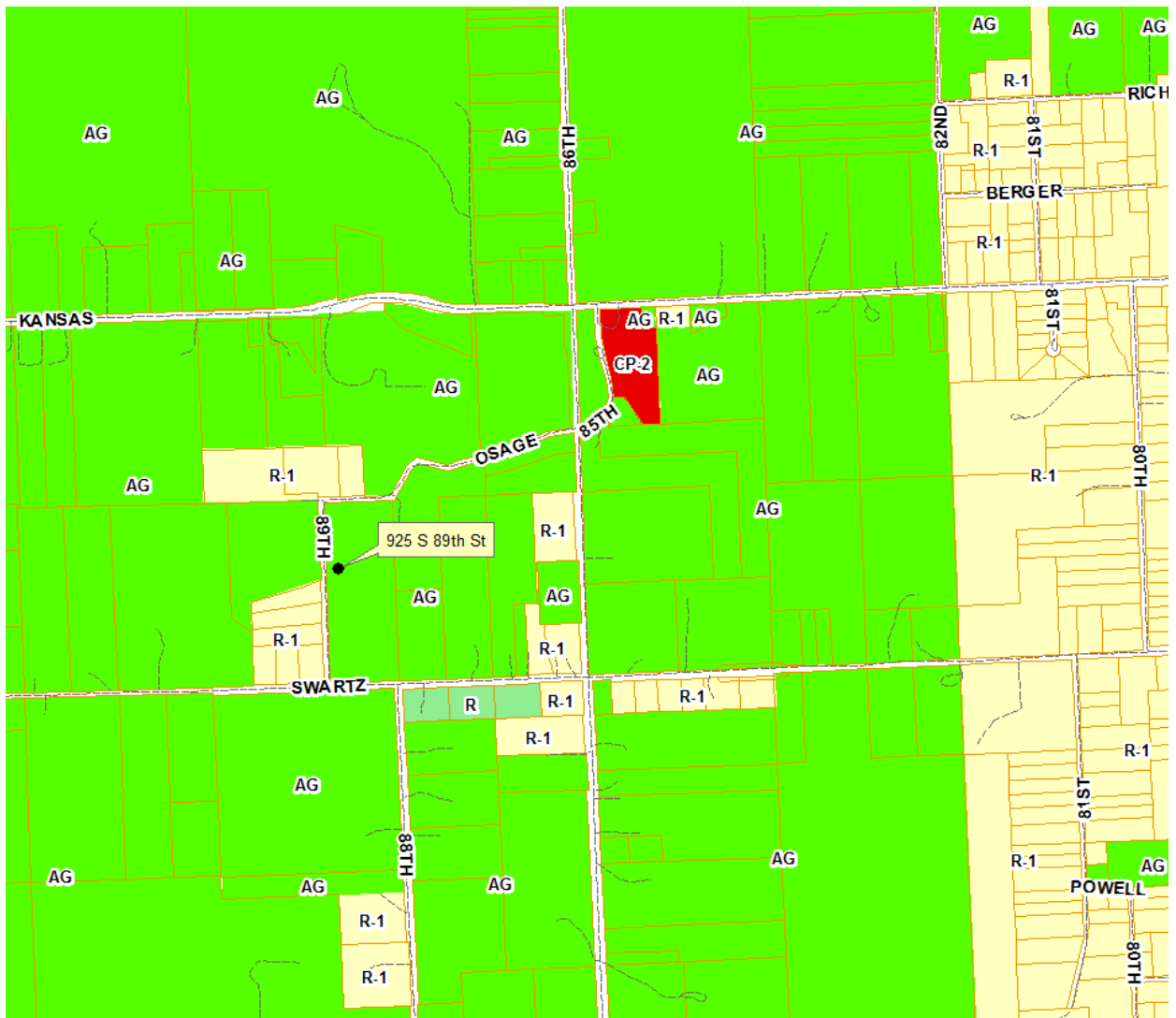


Figure 1. Zoning Map of 925 South 89th Street as indicated by the black dot (provided by ArcGIS).



**Figure 2. Aerial photograph of 925 South 89th Street as indicated by the green dot (provided by ArcGIS).**

**PRELIMINARY PLAT**

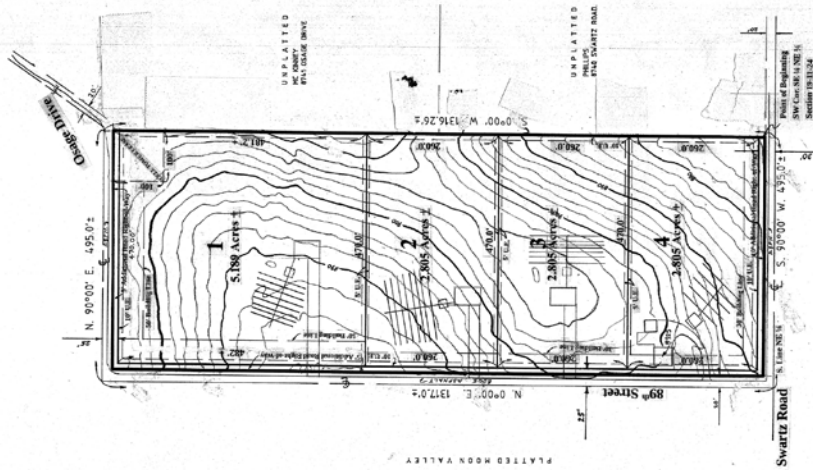
**Coffelt Estate**

In the NE 1/4 of Section 19-11-24  
Kansas City, Wyandotte County, Kansas.

OWNERS: Robert L. Coffelt and Linda M. Coffelt  
23708 Leavenworth Road  
Tonganmoo, KS 66086  
913-369-3078



**VICINITY MAP**  
Section 19-11-24  
(NOT TO SCALE)



**DESCRIPTION:** All that part of the Northeast 1/4 of Section 19, Township 11N, Range 24E, containing 12.60 acres, more or less, and situated in the Southwest corner of the Northeast 1/4 of Section 19, Township 11N, Range 24E, thence South 90°00'00" West 095.0 feet, more or less; thence North 0°00'00" East 137.7', more or less; thence North 90°00'00" East 495.0 feet, more or less; thence West 136.25 feet, more or less, to the Point of Beginning, EXCEPT and reserved in public roads. Containing 12.60 acres ± including road right-of-way.

**NOTES:**  
1) Existing Zoning: A-G Agricultural District.  
2) Proposed Zoning: Lots 2, 3, and 4: R-1 Single Family District.  
3) Lot 1 to remain A-G Agricultural District.  
4) Utilities are existing. Septic system to be used.



Richard D. Mager, L.S. #1334

January 3, 2017  
DATE

Richard D. Mager, L.S. #1334  
State of Kansas  
Professional Seal  
Phone: 913-334-2888 Fax: 913-334-4359  
JOB NO.: 17-1  
Field Date: 05/17  
Revised Date: 3-27-17

## **Minutes:**

Application Number: MP-2017-4; BOZ-3138

Date and Location: 2/27/2017 630 Hall of Fame Dr. Bonner Springs, KS 66112

Meeting Call to Order at: 6:00 p.m.

Names of people in attendance: Robert Carey, John Carey, Shelbie Kniss, Teresa Fogarty, Alan McKinney, Debbie McKinney, Matthew Payne, and Keith Phillips.

Introductions: Robert Carey and his son John Carey presented a detailed outline of the proposed agricultural to residential land re-zoning using the preliminary plat.

Alan McKinney asked if the city would be widening the streets for additional residents. He claims the streets aren't wide enough to turn around, especially in snow and that snow removal isn't maintained by the city.

Robert Carey replied that 5 feet of the property in question was annexed for possible road expansion.

Keith Phillips asked about septic systems that would join from Swartz on the east side of his property that slopes down. Keith was concerned about sewage over flow running down to his property.

John Carey replied that each individual property would be required by local code to pass a perk test and install septic with laterals according to local codes. Each system would be inspected by the professional codes administration.

Matthew Payne commented that a neighbor had issues with their septic system immediately after the purchase of property and that the septic system had to be replaced at the owner's expense.

Teresa Fogarty stated that taxes would probably be increased to widen the streets and also asked if the house that sits on the property would be torn down.

Robert Carey replied that the property would be sold as is and the decision would be that of the new owner.

Meeting adjourned at: 6:54 p.m.

Minutes taken by: Shelbie Kniss



## Urban Planning and Land Use

701 North 7<sup>th</sup> Street, Room 423  
Kansas City, Kansas 66101  
Email: [planninginfo@wycokck.org](mailto:planninginfo@wycokck.org)

Phone: (913) 573-5750  
Fax: (913) 573-5796  
[www.wycokck.org/planning](http://www.wycokck.org/planning)

**To:** Unified Government Board of Commissioners  
**From:** City Staff  
**Date:** June 29, 2017  
**Re:** Change of Zone Petition #3138 and #MP-2017-4

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### GENERAL INFORMATION

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**Applicant:**  
Robert Carey

**Status of Applicant:**  
Owner  
925 South 89<sup>th</sup> Street  
Kansas City, KS 66111

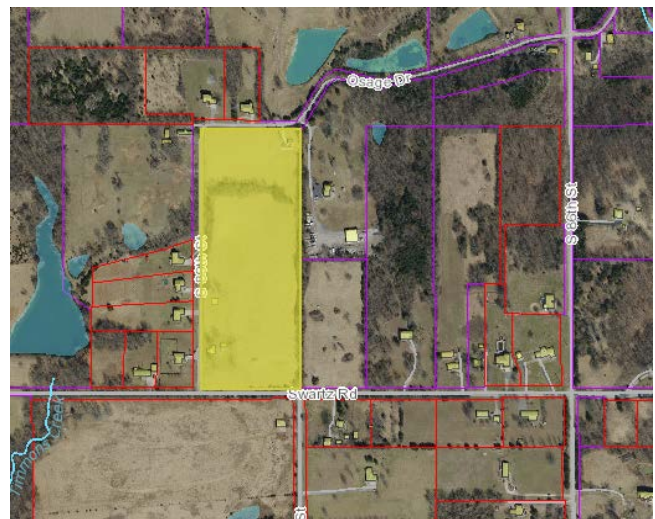
**Requested Actions:**  
Change of Zone from  
A-G Agriculture District to R-1 Single  
Family District

A Master Plan Amendment from Rural  
Density Residential (City-Wide Master  
Plan) to Rural Density Residential (City-  
Wide Master Plan)

**Date of Application:**  
January 29, 2017

**Purpose:** To rezone and plat one agricultural lot

**Property Location:** 925 South 89<sup>th</sup> Street





**Existing Zoning:** A-G Agriculture District

**Surrounding Zoning:**

|               |                                                 |
|---------------|-------------------------------------------------|
| <b>North:</b> | A-G Agriculture and R-1 Single Family Districts |
| <b>South:</b> | A-G Agriculture District                        |
| <b>East:</b>  | A-G Agriculture District                        |
| <b>West:</b>  | A-G Agriculture and R-1 Single Family Districts |

**Existing Uses:**

|               |                               |
|---------------|-------------------------------|
| <b>North:</b> | Large lot single family homes |
| <b>South:</b> | Farmland                      |
| <b>East:</b>  | Large lot single family homes |
| <b>West:</b>  | Large lot single family homes |

**Total Tract Size:** 14.14 acres

**Master Plan Designation:** The City-Wide Master Plan designates this property as Rural Density Residential

**Major Street Plan:** The City-Wide Master Plan classifies South 89<sup>th</sup> Street as a local street.

**Advertisement:** The Wyandotte Echo – February 16, 2017  
Letters to Property Owners – February 15, 2017, March 8, 2017, March 30, 2017 and June 22, 2017

**Public Hearings:** June 12, 2017 and June 29, 2017

**Public Opposition:** There were four persons present in opposition at the June 12, 2017 City Planning Commission meeting.

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## PROPOSAL

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*Detailed Outline of Requested Action:* The applicant, Robert Carey wants to rezone a portion of 925 South 89<sup>th</sup> Street from A-G Agriculture to R-1 Single Family District and plat one agriculture lot and three residential lots on 14.14 acres. For the proposed rezoning and platting, a master plan amendment is required, however the applicant is seeking an amendment from the three (3) acre per lot requirement to be on a septic system.

*City Ordinance Requirements:* Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

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## FACTORS TO BE CONSIDERED

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### ***1. Neighborhood character***

The character of the neighborhood is comprised of large lot single family homes. The area is rural in nature with acreages ranging between 1.5 – 10 acres.

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

The zoning and the uses of properties nearby is set out above. The proposed use is compatible with the surrounding uses.

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

The removal of the restrictions should not detrimentally affect nearby property.

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

The property is not vacant. An occupied single family home is located in the southwest corner of the property. A telecommunication tower is located in the northeast corner of the property.

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

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

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

The proposed use will not increase traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

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

The proposed use does not comply with the Master Plan, so an amendment to the district designation is being sought.

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

The proposed use will not cause environmental harm.

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

**a. *Water service***

Available

**b. Sanitary sewer service**

Not available

**c. Storm water control**

To be designed to meet City Code

**d. Police**

Police service is provided by West Patrol, District #221

**e. Fire**

Fire service is provided by Fire Station #20

**f. Transit**

Kansas City ATA does not provide transit service near this property.

**g. Schools**

Bonner Springs USD 204

**h. Streets**

See item #6 above

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

The proposed use will have a minimal economic impact on the community.

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

The proposed use is capable of meeting applicable ordinance requirements.

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

The relative gain to the public health, safety, and welfare as compared to the hardship imposed on the landowner is minimal.

**13. Development of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.**

Development of the property is of such character that it can be safely without

danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

***14. Streets are designed so as to provide a safe, convenient and functional system for vehicular traffic, and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.***

Streets are designed as to provide a safe, convenient and functional system for vehicular traffic and having such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.

***15. Assurance that buildings, lots, blocks, parcels and streets are so arranged as to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.***

Lots are so arranged as to afford adequate light, open space or air, to facilitate fire protection and to provide for long-term sustained real estate values.

***16. Development patterns are designed with due regard to topography, so that the natural features of the land and vegetation shall be protected and enhanced.***

This is not applicable.

***17. Adequate sites are provided for schools, parks, playgrounds, and other community services so that residents of all neighborhoods shall have convenient access to such facilities.***

This is not applicable.

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## **PREVIOUS ACTIONS**

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None

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## **NEIGHBORHOOD MEETING**

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The applicant held a neighborhood meeting on February 27, 2017. According to the applicant, some individuals who attended the meeting expressed concern about the width of South 89<sup>th</sup> Street and if the applicant was going to widen the road and future septic systems required for the house.

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## **KEY ISSUES**

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Septic system  
Public Works comments

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## PLANNING COMMISSION RECOMMENDATION

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The Planning Commission voted 4 to 2 to recommend **APPROVAL** of Master Plan Amendment #MP-2017-4.

The Planning Commission voted 5 to 1 to recommend **DENIAL** of Change of Zone Application #3138 **based on the comments from the people present in opposition, testimony about traveling on the road and the applicant was not sure if the new owners would build on the properties**

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## STAFF COMMENTS AND SUGGESTIONS

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The staff **does not** agree with the recommendation of the City Planning Commission.

### **Urban Planning and Land Use Comments:**

1. Each lot is a minimum 2.8 acres. Please show pretest fields for a septic system on each lot.

**Staff Response:** The applicant has revised the plat to show the pretest fields.

2. Per the master plan amendment, Low-Density Residential requires access to a gravity sewer.

**Staff Response:** The applicant has modified their request to amend the Rural Density Residential designation rather than the Low Density Residential.

3. Based on #1 and #2 the applicant will need to provide sanitary sewer service to all lots or increase the lot size and abandon the master plan amendment.

**Staff Response:** As previously stated, the applicant is seeking to amend the Rural Density Residential recommended density which is a minimum of one (1) dwelling unit per three (3) acres.

### **Public Works Comments:**

A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) On the preliminary plat and/or site plan, show the existing road location of South 89<sup>th</sup> Street and Osage Drive, and provide right-of-way as required. Further discussion with staff may be required.
- 2) Provide a site plan and indicate the preliminary locations of future homes, proposed driveway locations, septic tank (if sewer is not provided) and lateral field area for each lot.
- 3) Provide bearings and distances instead of metes, bounds, and rods regarding the plat boundary and legal description.

- 4) The County Surveyor makes separate technical review of plat, and submits comments directly to the preparer of the plat. Provide revised plat in accordance with County Surveyor comments.
  - 5) Final Plat will have to be approved before going to planning commission with approval to obtain construction or building permits.
- B) Items that are conditions of approval (stipulations):
- 1) If sewer is not provided, the owner of each lot shall coordinate with Wyandotte County Health Department to obtain septic system approval and permit, prior to construction or building permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None

### **Staff Conclusion:**

The applicant met with staff to discuss options regarding their proposal and they want a slight deviation to the master plan to allow 2.85 acres instead of the 3 acre/dwelling unit requirement for the recommended density within the Rural Density Residential designation.

When a final plat is filed, a note shall be added on the plat indicating when the lots are developed, each lot must have a separate septic area and a replacement area when the permit is obtained. Additionally, at the time a building permit is applied for on each lot, the leach field for percolation shall be depicted on the plot plan for Building Inspection.

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### **STAFF RECOMMENDATION**

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Staff recommends that the Board of Commissioners make the findings contained within the staff report related to *Factors to be Considered*, and *Key Issues* and recommend **APPROVAL** of Petition #3138 and Master Plan Amendment #MP-2017-4, subject to all comments and suggestions outlined in this staff report.

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### **ATTACHMENTS**

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June 12, 2017 City Planning Commission Minutes  
 Zoning Map  
 Aerial Photograph  
 Preliminary Plat  
 Neighborhood Meeting Minutes

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### **REVIEW OF INFORMATION AND SCHEDULE**

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| <u>Action</u>  | <u>Planning Commission</u> | <u>Board of Commissioners</u> |
|----------------|----------------------------|-------------------------------|
| Public Hearing | June 12, 2017              | June 29, 2017                 |
| Rezoning       | Denial                     |                               |

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|                  |               |     |
|------------------|---------------|-----|
| Public Hearing   | June 12, 2017 | N/A |
| Preliminary Plat | Denied        |     |

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**STAFF CONTACT:** **Byron Toy, AICP**  
[btoy@wycokck.org](mailto:btoy@wycokck.org)

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## **MOTIONS**

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### **Master Plan Amendment**

I move the Unified Government Board of Commissioners **APPROVE** Master Plan Amendment **#MP-2017-4** as meeting all the requirements of the City Code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements.

### **OR**

I move the Unified Government Board of Commissioners **DENY** Master Plan Amendment **#MP-2017-4**, as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

### **Change of Zone Petition**

I move the Unified Government Board of Commissioners **APPROVE** Petition #3138 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report; and the following additional requirements:

1. \_\_\_\_\_;
2. \_\_\_\_\_; And
3. \_\_\_\_\_.

### **OR**

I move the Unified Government Board of Commissioners **DENY** Petition #3138 as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

## **JUNE 12, 2017 CITY PLANNING COMMISSION MINUTES:**

### **Hearing Starts: 53:30**

#### **MASTER PLAN AMENDMENT #MP-2017-4 – ROBERT J. CAREY – SYNOPSIS:**

Master Plan Amendment from Rural Residential to Low Density Residential at 925 South 89<sup>th</sup> Street

#### **CHANGE OF ZONE APPLICATION #3138 – ROBERT J. CAREY – SYNOPSIS:**

Change of Zone from A-G Agriculture District to R-1 Single Family District for one agriculture lot and three residential lots at 925 South 89<sup>th</sup> Street.

**COFFELT ESTATES – SYNOPSIS:** Preliminary Plat for four lots at 925 South 89<sup>th</sup> Street

**Detailed Outline of Requested Action:** The applicant, Robert Carey wants to rezone a portion of 925 South 89<sup>th</sup> Street from A-G Agriculture to R-1 Single Family District and plat one agriculture lot and three residential lots on 14.14 acres. For the proposed rezoning and platting, a master plan amendment is required; however the applicant is seeking an amendment from the three (3) acre per lot requirement to be on a septic system.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 12, 2017;
5. The application and other documents, plans, pictures and maps submitted by the applicant in furtherance of the case and contained in the official file;
6. The Notice in the Wyandotte Echo dated May 18, 2017; and
7. The Notices to property owners dated May 18, 2017.

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

### **Present in Support:**

- ❖ Mr. John Carey, representing the applicant his father, Robert Carey

### **Present in Opposition:**

- ❖ Mr. Alan McKinney, 8741 Osage Avenue, Kansas City, Kansas
- ❖ Mr. Keith Phillips, 8740 Swartz Road, Kansas City, Kansas
- ❖ Ms. Gina Sibley, 920 South 89<sup>th</sup> Street, Kansas City, Kansas
- ❖ Ms. Theresa Fogarty, 900 South 89<sup>th</sup> Street, Kansas City, Kansas

**Staff Recommendation Starts: 1:15:15** Director Richardson stated that there are no sanitary sewer systems proposed with this; it is proposed to have individual septic



systems on each individual lot. He stated that he is concerned about the road and the testimony heard this evening. He stated that he believes that it is a paved road and not a gravel road. Four homes is maybe a total of 40 trips in and out every day. It is concerning in that they have already had issues there. He stated that Osage is the road to the north and it is a problem. The Commission could stipulate that the four access drives come off 89<sup>th</sup> Street (and the Road to the south which is Swartz) would probably be adequate. Off-site improvements are not generally required for subdivisions. These are four very large lots and if this action does not go through, they could do an administrative division for two lots and they could build two homes there. That would be a by-right action that they could do without coming back before the Commission. He stated that he would make note to the engineering staff present this evening that Osage Avenue (and the citizens present said that 89<sup>th</sup> Street is also a problem) is a street that they may need to look at because it does serve citizens there. The staff recommends approval of the master plan amendment, change of zone and preliminary plat.

(There was a break as one of the members left the Commission Chamber and a quorum was not present.) (1:23:30 to 1:24:45)

**Motion and Vote Starts: 1:25:24**

On motion by Mr. Carson, seconded by Mr. Mose, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2017-4:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>Aye</b>         |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>No</b>          |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Aye</b>         |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>No</b>          |
| <b>Rank</b>      | <b>Not Present</b> |
| <b>Serda</b>     | <b>Not Present</b> |

**Motion to recommend APPROVAL Passed: 4 to 2**

On motion by Mr. Connelly, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend DENIAL of Change of Zone Application #3138 based on the comments from the people present in opposition, testimony about traveling on the road and the applicant was not sure if the new owners would build on the properties:**

|                  |                    |
|------------------|--------------------|
| <b>Carson</b>    | <b>No</b>          |
| <b>Childress</b> | <b>Not Present</b> |
| <b>Connelly</b>  | <b>Aye</b>         |
| <b>Ernst</b>     | <b>Not Present</b> |
| <b>Gonzalez</b>  | <b>Not Present</b> |
| <b>Huey</b>      | <b>Chairman</b>    |
| <b>Jones</b>     | <b>Aye</b>         |
| <b>Mose</b>      | <b>Aye</b>         |
| <b>Pauley</b>    | <b>Aye</b>         |

**Rank**                      **Not Present**  
**Serda**                     **Not Present**  
**Motion to recommend DENIAL Passed: 4 to 1**

On motion by Ms. Pauley, seconded by Mr. Connelly, the Planning Commission voted as follows to **DENY Coffelt Estates Preliminary Plat for the reasons stated with the change of zone application:**

|                                      |                    |
|--------------------------------------|--------------------|
| <b>Carson</b>                        | <b>No</b>          |
| <b>Childress</b>                     | <b>Not Present</b> |
| <b>Connelly</b>                      | <b>Aye</b>         |
| <b>Ernst</b>                         | <b>Not Present</b> |
| <b>Gonzalez</b>                      | <b>Not Present</b> |
| <b>Huey</b>                          | <b>Chairman</b>    |
| <b>Jones</b>                         | <b>Aye</b>         |
| <b>Mose</b>                          | <b>Aye</b>         |
| <b>Pauley</b>                        | <b>Aye</b>         |
| <b>Rank</b>                          | <b>Not Present</b> |
| <b>Serda</b>                         | <b>Not Present</b> |
| <b>Motion to DENY Passed: 4 to 1</b> |                    |

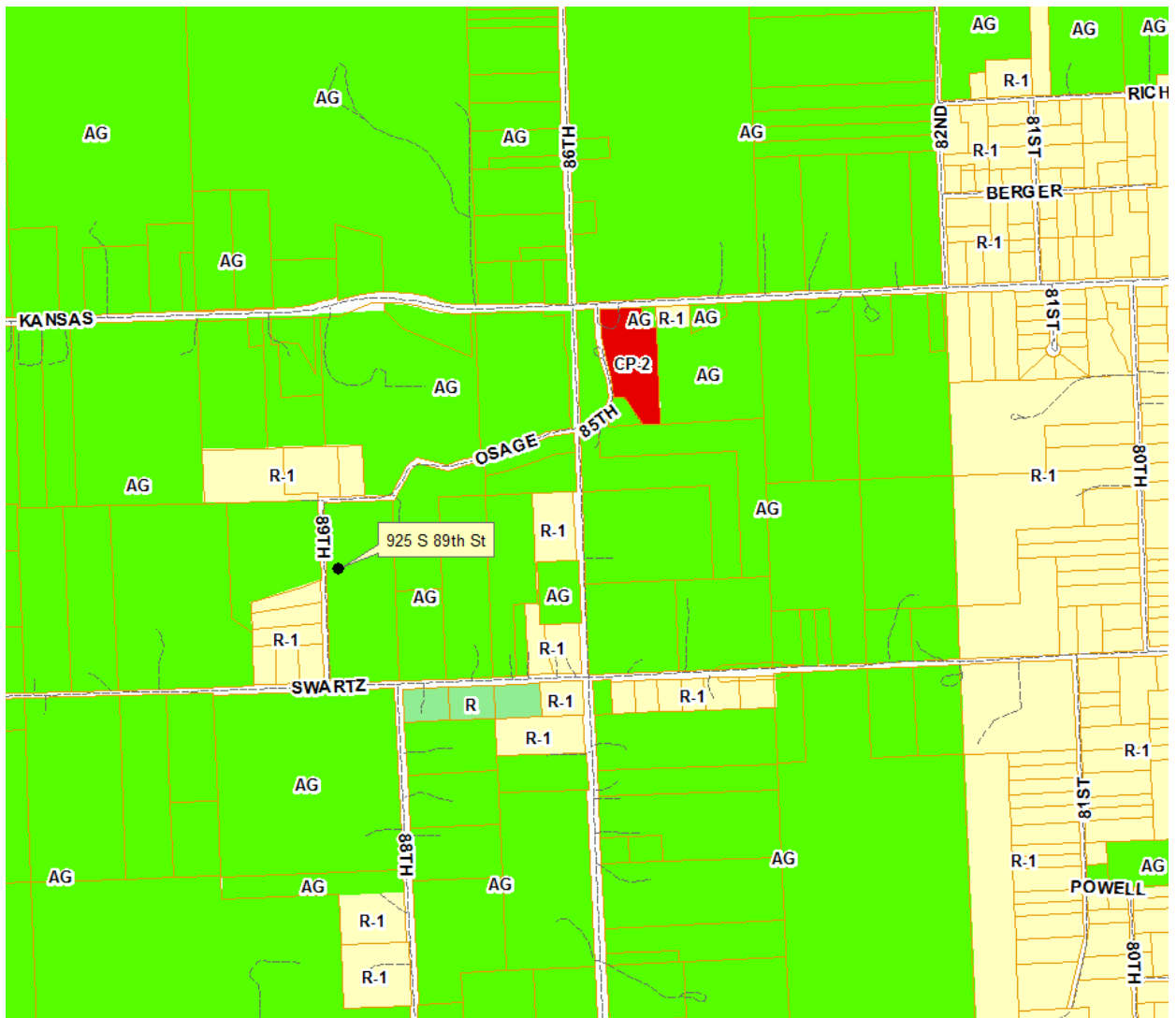


Figure 1. Zoning Map of 925 South 89th Street as indicated by the black dot (provided by ArcGIS).



**Figure 2. Aerial photograph of 925 South 89th Street as indicated by the green dot (provided by ArcGIS).**

**PRELIMINARY PLAT**

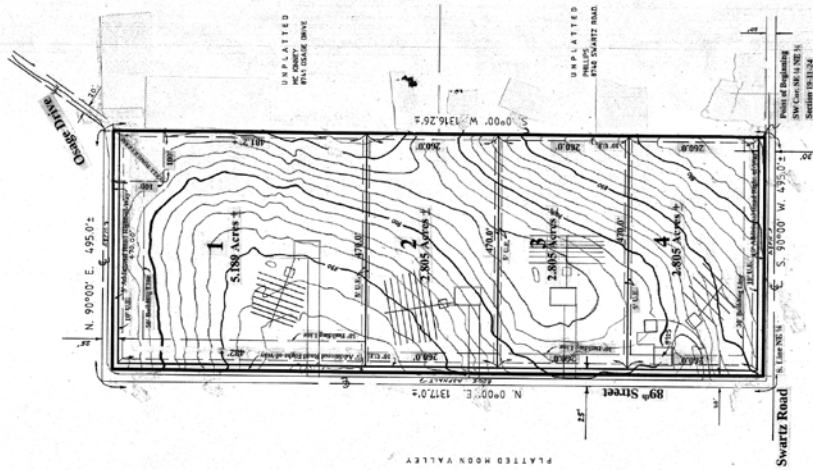
**Coffelt Estate**

In the NE 1/4 of Section 19-11-24  
Kansas City, Wyandotte County, Kansas.

OWNERS: Robert L. Coffelt and Linda M. Coffelt  
23708 Leavenworth Road  
Tonganmoo, KS 66086  
913-369-3078



**VICINITY MAP**  
Section 19-11-24  
(NOT TO SCALE)



**DESCRIPTION:** All that part of the Northeast 1/4 of Section 19, Township 19S, Range 24E, containing 1.389 acres, more or less, bounded as follows: Beginning at the Southwest corner (the Southeast 1/4 of the Northeast 1/4 of Section 19, Township 19S, Range 24E, thence South 90°00'00" West 095.0 feet, more or less; thence North 0°00'00" East 137.7', more or less; thence North 90°00'00" East 495.0 feet, more or less; thence West 136.25 feet, more or less, to the Point of Beginning; EXCEPT and reserved in public roads. Containing 2.805 acres ± including road right-of-way.

**NOTES:**  
1) Existing Zoning: A-G Agricultural District.  
2) Proposed Zoning: L-1 Single-Family Residential District.  
3) Lot 1 to remain A-G Agricultural District.  
4) Utilities are existing. Septic system to be used.



Richard D. Mager, L.S. #1334

January 3, 2017  
DATE

Richard D. Mager, L.S. #1334  
State of Kansas  
Phone: 913-334-2888 Fax: 913-334-2889  
JOB NO.: 17-1  
Field Date: 05/17  
Revised Date: 3-27-17

## **Minutes:**

Application Number: MP-2017-4; BOZ-3138

Date and Location: 2/27/2017 630 Hall of Fame Dr. Bonner Springs, KS 66112

Meeting Call to Order at: 6:00 p.m.

Names of people in attendance: Robert Carey, John Carey, Shelbie Kniss, Teresa Fogarty, Alan McKinney, Debbie McKinney, Matthew Payne, and Keith Phillips.

Introductions: Robert Carey and his son John Carey presented a detailed outline of the proposed agricultural to residential land re-zoning using the preliminary plat.

Alan McKinney asked if the city would be widening the streets for additional residents. He claims the streets aren't wide enough to turn around, especially in snow and that snow removal isn't maintained by the city.

Robert Carey replied that 5 feet of the property in question was annexed for possible road expansion.

Keith Phillips asked about septic systems that would join from Swartz on the east side of his property that slopes down. Keith was concerned about sewage over flow running down to his property.

John Carey replied that each individual property would be required by local code to pass a perk test and install septic with laterals according to local codes. Each system would be inspected by the professional codes administration.

Matthew Payne commented that a neighbor had issues with their septic system immediately after the purchase of property and that the septic system had to be replaced at the owner's expense.

Teresa Fogarty stated that taxes would probably be increased to widen the streets and also asked if the house that sits on the property would be torn down.

Robert Carey replied that the property would be sold as is and the decision would be that of the new owner.

Meeting adjourned at: 6:54 p.m.

Minutes taken by: Shelbie Kniss



# Staff Request for Commission Action

Tracking No. 171194

**Full Commission Meeting Date:** 6/29/17

**Committee:**

Date of Standing Committee Action: NA  
(If none, please explain):

**Publication Required:** No

|                                                                                                                                                                                    |                                       |                                |                                             |                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------|---------------------------------------------|---------------------------------------------------|
| <u>Date:</u><br>06/23/2017                                                                                                                                                         | <u>Contact Name:</u><br>Emerick Cross | <u>Contact Phone:</u><br>x6784 | <u>Contact Email:</u><br>ecross@wycokck.org | <u>Department/Division:</u><br>Commission Liaison |
| <u>Item Description:</u><br>Nomination for Boards and Commissions:<br><br>Racheal Jefferson, Kansas City Housing Authority, 6/29/17 to 3/31/18, submitted by Commissioner Townsend |                                       |                                |                                             |                                                   |
| <u>Action Requested:</u><br>6/29/17                                                                                                                                                |                                       |                                |                                             |                                                   |
| <u>Budget Impact: (if applicable)</u><br>Amount:<br>Source:<br>Included In Budget:<br>Other (explain):                                                                             |                                       |                                |                                             |                                                   |
| <u>Attachments List:</u><br><br><br><br><br>                                                                                                                                       |                                       |                                |                                             |                                                   |

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

PLANNING & ZONING AND  
REGULAR SESSION  
THURSDAY, MAY 25, 2017

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, May 25, 2017, with ten members present: Bynum, Commissioner At-Large First District; Walker, 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. Walker, Commissioner At-Large Second District, was absent. 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; Bridgette Cobbins, Unified Government Clerk; Maureen Mahoney, Asst. to Mayor/Chief of Staff; Rob Richardson, Director of Planning; Janet Parker, Administrative Assistant, Planning; Byron Toy, Planner; Emerick Cross; Commission Liaison; and Captain Ray Nunez, Sergeant-At-Arms.

**MAYOR HOLLAND** called the meeting to order.

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

**INVOCATION** was given by Sister Theresa Bangert of Our Lady and St. Rose Catholic Church.

**Mayor Holland** asked if there were any revisions to the agenda. **Bridgette Cobbins, UG Clerk**, said a blue sheet has been distributed. Under the Non-Planning Consent Agenda, we have two new items. Item No. 3 is a plat regarding the King Estates along N. 124<sup>th</sup> north of Hollingsworth Rd. Item No. 4 is a plat of Schlitterbahn Vacation Village Fourth Plat along N. 98<sup>th</sup> and Parallel Parkway.



**Mayor Holland** said tonight we have two distinct parts of our meeting. The first is Planning and Zoning, and that will be handled first followed by our regular Commission meeting. I will start by asking the Clerk to read the Planning and Zoning statement following by the items on the agenda.

**Bridgette Cobbins, UG Clerk**, read the statement.

**Ms. Cobbins** 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 Philbrook** said I've been in contact for Special Use Permit #SP-2017-30 for and against. **Mayor Holland** said let the record show no further disclosures.

**Ms. Cobbins** read the items on the Planning and Zoning Consent Agenda.

**Mayor Holland** asked anyone in attendance tonight any Commissioner or staff who would like to remove an item from the Consent Agenda please come to the microphone to do so at this time. Any item not removed from the Consent Agenda will be voted on by a single vote. No one came to the microphone to remove an item.

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

**Mayor Holland** recognized former Administrator Dennis Hays. We approved his retirement a while ago, now we just approved a vacation for you.

## **PLANNING AND ZONING CONSENT AGENDA**

### **SPECIAL USE PERMIT APPLICATIONS**

**ITEM NO. 1 - 171139...SPECIAL USE PERMIT APPLICATION #SP-2017-19 - TERESA A. HERNANDEZ**

**May 25, 2017**

**Synopsis:** Renewal of a special use permit (#SP-2014-79) for a miniature horse at 840 Shawnee Road, submitted by Robin Richardson, Director of Planning. This would be a renewal of a special use permit previously approved in 2009 and 2015. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2017-19, subject to:

Urban Planning and Land Use Comments

1. How is animal waste currently disposed of and how will it be disposed of in the future?  
How much waste is produced?  
Applicant Response: She is so small waste is not a problem. Waste is less than a large dog.
2. What are you doing, if anything, to ensure that proper grass cover is maintained on the area where the horse is? What are your plans to maintain grass cover in the future to prevent erosion and run-off?  
Applicant Response: The land is divided into two parts. Grass is planted every year on both parts.
3. Is the yard fenced on all sides to prevent the horse from roaming? Has the horse been able to escape from the yard in the past?  
Applicant Response: The entire yard is fenced. She is not able to escape the yard and get out.

Public Works Comments: None.

Conservation District Comments

1. There are two major soil types identified: Knox silt loam, 7 to 12 percent slopes and Knox silt loam, 18 to 30 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.
2. The property has a good grass cover at this time. The grass cover needs to be maintained. Good management of the grass is important to control runoff.
3. The animal waste needs to be disposed of in a manner that protects the community downstream. It appeared that there was a pile of straw outdoors which could be bedding. If it is bedding, it could be contaminated with animal waste products. This needs to be properly stored and disposed of in a safe manner.

### Staff Conclusion

The applicant has housed the miniature horse on the property for several years, during which time Planning staff has heard of no issues from neighbors or adjacent property owners. The small stature of the animal, approximately 26 inches, means the animal more closely equates to a dog than a full-sized horse. Animal waste will not exceed what would be expected of a large dog. The yard is entirely fenced and divided into two portions, which can be separated. Grass cover is ensured by planting of seed every year and rotating the mini-horse between the two sections of the yard for roaming. The fenced yard also prevents the mini-horse from roaming into the street or neighboring properties. In review of these considerations, it is recommended that this petition be approved for renewal, subject to the following stipulations:

1. The special use permit is approved for two years.
2. Horse manure shall be picked up weekly to prevent odors from becoming a nuisance to adjacent property owners.
3. Applicant shall maintain compliance with Conservation District comments.
4. Per the decision from the Board of Zoning Appeals on April 10, 2017, the 16' x 8' shed that was constructed in 1999 must be removed. The two existing sheds that were built prior to 1960 are considered legal nonconforming and are permitted to remain.

**Action:** Commissioner Kane made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2017-19 for two years, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

### **ITEM NO. 2 – 171141...SPECIAL USE PERMIT APPLICATION #SP-2017-30 – WIL ANDERSON WITH BHC RHODES**

**Synopsis:** Special use permit for a tire operation (DLS Tire Centers, Inc.) at 7150 Kaw Drive, submitted by Robin Richardson, Director of Planning. The applicant is seeking approval for his client to operate an automotive business at 7150 Kaw Drive. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2017-30, subject to:

### Urban Planning and Land Use Comments

**May 25, 2017**

1. Applicant is seeking approval for five years (recommended for approval for two years).
2. Per Sec. 27-593(b)(20)d.1-3.
  - a. Parking of the automobiles under heavy service repair, or mechanics shall not be placed within a required parking/paving setback area and shall not reduce the capacity of a parking lot below that required by Sections 27-466 through 27-470.
  - b. Parking shall be upgraded to current standards and regulations including medians, landscaping, and screening.
  - c. Each automobile shall be in a striped, designated parking space.
3. Please provide a more detailed site plan that shows dimensioned parking spaces.  
Applicant Response: See attachments
4. Please provide a more detailed description of the use and what the operation will entail.  
Applicant Response: See attachments
5. Per Sec. 27-593(b)(20)a.
  - a. Upgrade parking, including striping and/or resurfacing of parking lots, if deemed necessary by staff.
  - b. Landscaping, screening, and façade improvements to meet commercial design guidelines.

The parking lot needs to be repaired where necessary and restriped to code compliant dimensions.

6. Noise greater than 80dB(A) at repeated intervals for a sustained length of time at any point on the property line or noise which causes the day-night noise level average to exceed 65dB(A) for any residence for a sustained period.
7. No equipment, material or vehicles, other than operable motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height.
8. No outside storage of materials, including tires, may be permitted anywhere on the property.
9. 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.

- a. No displays on the sidewalk, this includes signs, pennants, attention attracting devices, etc.
10. Please provide pictures of current operations in other cities.  
Applicant Response: See attachments

#### 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):
  - a. The existing shared use drive entrance at Kaw Drive is in poor condition and shall be replaced or resurfaced to meet UG and KDOT standards.
  - b. The proposed development project will require KDOT review and approval prior to construction permit acquisition.
  - c. Construction plans shall meet UG standards and criteria and 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.

#### Business License Comments

If approved, applicant will need to file and maintain the annual occupation tax application with this office. We find no prior business record associated with this applicant. There have been a number of industrial type businesses over time at this location, two of which were for vehicles sales from 1998 through 2000 and 2009 through 2011. None of those businesses were for auto repair.

#### Staff Conclusion

If approved, staff stipulates the following:

1. The applicant and landlord shall comply with all of the stipulations prior to the special use permit becoming valid and the applicant opening their business
2. No outside storage of display of any materials, including tires

**May 25, 2017**

3. Site must be cleaned up, including removing the concrete pads and poles along Kaw Drive, installing landscaping along Kaw Drive, and removing all weeds present in the parking lot
4. Maintaining the condition of the repaired, striped, and landscaped parking lot
5. Each automobile shall be in a striped, designated parking space.
6. No equipment, material or vehicles, other than operable motor passenger cars, may be kept, parked, stored or displayed closer than 25 feet to a street line unless such area is screened from the street by a solid fence or other obstruction, set back not less than six feet from the street line and not less than three feet in height.
7. Noise greater than 80dB(A) at repeated intervals for a sustained length of time at any point on the property line or noise which causes the day-night noise level average to exceed 65dB(A) for any residence for a sustained period.  
Applicant shall work with nearby residents to ensure that noise does not become a problem.
8. Approval shall be for two years.

**Action:** Commissioner Kane made a motion, seconded by Commissioner Johnson, to approve Special Use Permit Application #SP-2017-30 for two years, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

### **VACATION APPLICATION**

#### **ITEM NO. 1 – 171142...VACATION APPLICATION #U/E-2017-4 – DENNIS AND DENISE HAYS**

**Synopsis:** Vacation of utility easements at 4907 and 4909 North 126<sup>th</sup> Street and 12456 and 12458 Meadow Lane, submitted by Robin Richardson, Director of Planning. The applicants, have applied to vacate the utility easements on the shared side and rear property lines of the following properties in the Canaan Lake West Phase 1 subdivision:

4907 North 126th Street (Lot 24)

**May 25, 2017**

4909 North 126th Street (Lot 25)  
 12456 Meadow Lane (Lot 76)  
 12458 Meadow Lane (Lot 75)

The applicants own these four contiguous properties and intend to consolidate the properties and use the additional land as a yard extension for the existing single family house at 4909 North 126th Street (Lot 25).

The Planning Commission voted 9 to 0 to recommend approval of Utility Easement Vacation Application #U/E-2017-4, subject to:

Urban Planning and Land Use Comments

Sidewalks

The Required Improvements Division of the Subdivision Ordinance requires that sidewalks be installed on one side of all local residential streets. This comment stipulates that if any improvements are made to Lot 24, the property owner shall install a segment of sidewalk along the frontage of Lot 24 from the end of the existing sidewalk on Lot 23 to the existing sidewalk curb ramp on Lot 24. This sidewalk shall be installed at the time of the improvements. This stipulation applies to the property regardless of ownership.

The property owner must install sidewalks along the frontage of Lots 75 and 76 if Lots 74 or 77 are developed. The sidewalk shall be installed at the time that Lot 74 or 77 is developed. This stipulation applies to these properties regardless of ownership.

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): The County Surveyor makes separate technical review of easement vacation exhibit, and/or plat, and submits comments directly to the preparer of the vacation/plat. Provide easement vacation documents and/or plat in accordance with County Surveyor comments.
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 Johnson, to approve Utility Easement Vacation Application #U/E-2017-4, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **PLAN REVIEW APPLICATIONS**

### **ITEM NO. 1 – 171143...PLAN REVIEW APPLICATION #PR-2017-16 – NICOLE ANDERSON WITH STUDIO A ARCHITECTURE LLC**

**Synopsis:** Preliminary and Final Plan Review for a weight room and multi-purpose athletic facility for the KCKCC athletic team at 7250 State Avenue, submitted by Robin Richardson, Director of Planning. The facility will replace the outdoor tennis courts south of the existing soccer field and track facility. The proposed facility is an 18,486 square foot single story building. The Planning Commission voted 9 to 0 to recommend approval of Plan Review Application #PR-2017-16, subject to:

#### **Urban Planning and Land Use Comments**

##### **1. Building Articulation**

The commercial design guidelines require that building walls be divided into increments of no more than 45 feet through articulation of the façade. This can be achieved through combinations of at least three of the following techniques:

- a. Divisions or breaks in materials;
- b. Building offsets (projections, recesses, niches);
- c. Window bays;
- d. Separate entrances and entry treatment; or
- e. Variation in rooflines.

Please revise the preliminary development plan to incorporate additional building articulation.

Staff Comment: The revised development plan meets these requirements.

##### **2. Windows**

The commercial design guidelines require that windows should total at least 60 percent of the building frontage facing streets or parking lots.



Staff recognizes that this requirement is intended for commercial storefronts and is not appropriate for a weight training and multipurpose athletic facility. However, a windowless building does not meet the intent of the design guidelines. Please provide windows along at least 25 percent of the linear building frontage.

Staff Comment: The revised development plan meets these requirements.

### 3. Landscaping and Screening

Please provide a landscape plan for the immediate vicinity. Include the following:

- a. At least 75% of the length of building foundations must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers.
- b. At least 5 trees are required in the immediate vicinity. Commercial uses are required to provide 1 tree for every 7,000 square feet of site area. The commercial design guidelines require that this requirement be exceeded by 75%.

Staff Comment: The revised development plan meets these requirements

### 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): Construction plans shall meet UG standards and criteria and 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 Johnson, to approve Plan Review Application #PR-2017-16. Roll call was taken on the motion and there were nine "Ayes," Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

**ITEM NO. 2 – 171144...PLAN REVIEW APPLICATION #PR-2017-17 - NICOLE ANDERSON WITH STUDIO A ARCHITECTURE LLC**

**Synopsis:** Preliminary and Final Plan Review for an enclosure to house the fire truck for the KCKCC Fire Science program at 6840 State Avenue, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 8 to 0 to recommend approval of Plan Review Application #PR-2017-17, subject to:

Urban Planning and Land Use Comments

**Building Materials**

All building facades shall be at least 50 percent masonry. Cementous siding may be used to meet 50 percent of the total masonry requirement. Adding a 4 foot masonry wainscot wrapping around the front of the building would satisfy this requirement.

Staff Comment: The revised site plan meets this requirement.

Public Works Comments: none.

**Action:** Commissioner Kane made a motion, seconded by Commissioner Johnson, to approve Plan Review Petition #PR-2017-17, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **PLANNING AND ZONING NON-CONSENT AGENDA**

### **SPECIAL USE PERMIT APPLICATION**

#### **ITEM NO. 1 – 171140...SPECIAL USE PERMIT APPLICATION #SP-2017-29 - STEVE BEAUMONT/KCAI LP D/B/A CHATEAU AVALON**

**Synopsis:** Renewal of a Special Use Permit (#SP-2015-19) for live entertainment for Chateau Avalon at 701 Village West Parkway, submitted by Robin Richardson, Director of Planning. The applicant is requesting renewal of a special use permit to have live entertainment on the patio from 11 a.m. to 11 p.m. on Friday and Saturday nights. The Planning Commission voted 8 to 1 to recommend approval of Special Use Permit Application #SP-2017-29, subject to:

Urban Planning and Land Use Comments

1. Will the types of entertainment performances (live bands) remain the same?  
Applicant Response: There is no current existing entertainment happening.  
In the event that a small band or live entertainment is hosted, hours will vary.
2. Approval will be for two years.

3. Live entertainment shall be limited to the patio from 6 p.m. to 11 p.m. on Friday and Saturday nights.

Applicant Response: The applicant proposed amending the requested hours on the application to 11 a.m. to 11 p.m. all days of the week.

Staff Response: This is acceptable with staff.

Public Works Comments: none.

#### Business License Comments

Applicant has a current annual entertainment license at this address, due for renewal in May of this year.

#### Staff Conclusion

Staff recommends approval of this petition subject to the following stipulations:

1. Approval will be for a period of two years.
2. Live entertainment shall be limited to the patio from the hours of 11 a.m. to 11 p.m. all days of the week.

**Steve Beaumont, 701 Village West Parkway, KCK, Chateau Avalon**, said we're here asking for the renewal of our special use permit for Chateau Avalon. We hope to play jazz music on the patio. We do this primarily as a service to our guests. I'd say about 90% of the people that are on our patio any given day are guests. We are starting to see a little bit of visits from Wyandotte County Piper area and a little bit of Cerner. There might be some visitors from someplace else at the Chateau, but the vast majority would be from the Chateau.

**Mayor Holland** opened up the public hearing.

No one appeared in support.

No one appeared in opposition.

**Mayor Holland** closed the public hearing.

**Action:** Commissioner Bynum made a motion, seconded by Commissioner Kane, to approve Special Use Permit Application #SP-2017-29 for two years, subject to the stipulations. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **MAYOR’S AGENDA**

**ITEM NO. 1 – 171145...DISCUSSION: FUTURE OF SAFETY NET CLINICS IN KCK.**  
**Mayor Holland** said I want to hold this and do the Consent Agenda first.

## **NON-PLANNING CONSENT AGENDA**

**Mayor Holland** said we have Non-Planning Consent Agenda. There were two items blue sheeted onto that.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve the Consent Agenda.

**Mayor Holland** said anyone who would like to remove an item from the Consent Agenda may do so now. All items will be voted on by a single vote otherwise. No one is moving to remove any of these items.

Roll call was taken and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **ITEM NO. 1 - MINUTES**

**Synopsis:** Minutes from regular session of April 27, 2017; and special sessions of April 27 and May 4, 2017.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken on the motion and there were nine

“Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **ITEM NO. 2 – WEEKLY BUSINESS MATERIAL**

**Synopsis:** Weekly business material dated May 4, 11, and 18, 2017.

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

## **Item No. 3 – 171152....PLAT: KING ESTATES**

**Synopsis:** Plat of King Estates, located along N. 124<sup>th</sup> north of Hollingsworth Road, being developed by Reginald B. King, submitted by Brent Thompson, Engineering Division Manager/County Surveyor, and Wayne Moody, Interim County Engineer.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve and authorize Mayor to sign said plat. Roll call was taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

## **Item No. 4 – 171153....PLAT: SCHLITTERBAHN VACATION VILLAGE FOURTH PLAT**

**Synopsis:** Plat of Schlitterbahn Vacation Village Fourth Plat, located along N. 98<sup>th</sup> and Parallel Parkway, being developed by Schlitterbahn Waterparks & Resorts, submitted by Brent Thompson, Engineering Division Manager/County Surveyor, and Wayne Moody, Interim County Engineer.

**Action:** Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve and authorize Mayor to sign said plat. Roll call was

taken on the motion and there were nine “Ayes,” Townsend, McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum.

### **PUBLIC HEARING AGENDA**

No items

### **STANDING COMMITTEES' AGENDA**

No items

### **ADMINISTRATOR'S AGENDA**

No items

### **COMMISSIONERS' AGENDA**

No items

### **LAND BANK BOARD OF TRUSTEES' AGENDA**

No items

### **MAYOR'S AGENDA**

#### **ITEM NO. 1 – 171145...DISCUSSION: FUTURE OF SAFETY NET CLINICS IN KCK**

**Synopsis:** Discussion regarding the future of safety net clinics in Kansas City, KS, submitted by Lindsay Behgam, Executive Coordinator to the Mayor.

**Mayor Holland** said I will preface this by saying this Commission has entered in both it's State Legislation Packet and the Federal Legislation Packet an active effort to expend Medicaid in the state of Kansas and an active effort to maintain healthcare coverage nationally. The state legislature actually voted to pass the expansion of Medicaid which was vetoed by the Governor. They fell, I believe, just three votes short of overriding that mandate. That vote, that veto and failed override is putting healthcare in Wyandotte County in jeopardy. I did reach out to our federal delegation.

I reached out to Senator Moran's office, Senator Robert's office, and Congressman Yoder's office. I am pleased to say a representative from Senator Moran's office is here. Thank you, sir, for being here. We appreciate that very much. We need to encourage our state legislators and our federal delegation to help serve the uninsured in Wyandotte County.

Before the Affordable Care Act, we had 26% of our population uninsured. The Affordable Care Act and through Enroll Wyandotte and the Community Health Council, which this group represents, was able to reduce our uninsured from 26% to 14%, nearly cutting it in half. We estimate about 6,000 families, which is anywhere from 14,000 to 18,000 people in our county are counting on the Affordable Care Act. The bill that passed the house would end coverage for these people and would be devastating not only to our people, but to our economy. This is critical.

It has also created a trickled down...we talked about the trickled down theory. This is a trickled down crisis that is hitting our Safety Net Clinics in Kansas City, Kansas.

I recently had the opportunity to meet with our Safety Net Clinics and hear their story and I said I think the Commission and the public and our senators, our legislators need to hear your story. I've asked them to come tonight and to present their situation so we can understand the plight of healthcare and indigent care in Kansas City, Kansas.





**Jerry Jones, 803 Armstrong, Community Health Council of Wyandotte County,** said it's a pleasure to be here; a pleasure to be here with the WyCo HeART Team, the Health Access Resource Team. Let's just jump right into it.

The Community Health Council is honored to be here tonight with folks from Duchesne Clinic, Riverview, and the New Community Health Center that is a conglomerate of Turner House and Silver City and University of Kansas, Dr. Sharon Lee with Southwest Family and Mercy and Truth. I feel like we're the wall. I use the analogy of Game of Thrones that this team behind me really is what I would consider the nights watch. They're the ones who are really working with the most medically, economically, and socially vulnerable in all of Wyandotte County.



## Community Impact



Wyandotte County's health safety net agencies - the members of WyCo HeART - contribute to this community's physical, social and economic health.

## Community Impact



\$18,800,000 in economic impact

125 FTE Employees

In doing so, they really are contributing not just to the physical help, but to the social and economic health of the community.

**May 25, 2017**

As we were looking through what is the economic impact of this particular group, we realized when we started counting up the combined FTEs who are serving this community, it's about 125 folks. A little bit under \$19M worth of economic impact created by my organization and the folks' organizations sitting behind me.



The last time I was here, we talked a little bit about how many folks are being served. Combined, they're seeing a little under 23,000 individuals, most of whom are obviously Wyandotte County residents. More than half are uninsured. It's hard to imagine providing a service where you know that half of the folks you see do not have the ability to pay for your services and all told, just a little bit, just a shade under 60,000 visits. We included this number.

That number that you see that is 7,275 enabling services. A great number of that includes Riverview Health Services. Riverview Health Services if there is someone that you know in Wyandotte County that is wrestling with diabetes, chances are they are working with Riverview. Most all of the Safety Net Clinics here in Wyandotte County are relying heavily upon Riverview to really work with folks who are wrestling with diabetes. There is over 7,000 services combined between Riverview as well as the folks that are being treated with our community health worker initiative at the Community Health Council.

## Community Impact



We used this analogy before. The number of folks that they would see would not only fill Sporting Park, but that would leave a few thousand people in the parking lot waiting to get in. Imagine more than half of the folks in that arena not being able to pay to sit in that arena. That's essentially what happens with the Safety Net Clinic that more than half of the folks they see don't have the ability to pay for their services.

## Community Impact

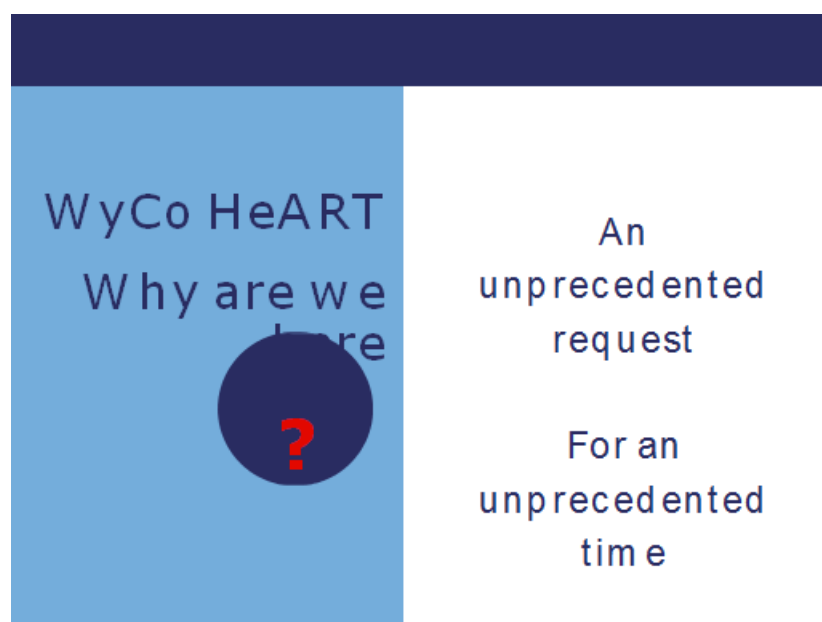


Uncompensated care:  
\$3,392,875

Enabling services:  
\$3,000,000+

Total uncompensated  
impact on community  
health: \$6,392,875

All told, just a shade under \$3.4M last year in 2016 in uncompensated care. When we were calculating the things that we're not able to bill for: care services, all the diabetes services not billable, the work of Community Healthwork currently in the state of Kansas, not currently billable; not just in Kansas, but really in most states right now the work of community health workers are not currently billable. It's well over \$6M in uncompensated impact to the community. Those numbers just don't tell the story like for each one of those dollars, you're looking at lives that are being impacted. They're literally saving lives, especially the folks who are sitting behind me.



Why are we here? Again, this is a rather strange request for us and a difficult one to ask, but at the same time we're here because we've never found ourselves in a situation quite like this. We understand that the economy is still struggling to get back after the crash. The folks behind me are having to put all of their resources in meeting just the basic needs of the folks who come in. Often times there's so much more that they'd like to be able to do that's not clinical in nature, but they just don't have the capacity to do because the resources aren't there.

As we mentioned because they're putting so much into the care of the individuals that come in, they don't have the opportunity to recruit and develop additional staff and to really build capacity or really to do the work that they have really begun to take on which is really the work of innovation. How might they work together to create a more integrated system that's

virtually impossible for them to do right now. In spite of that, they're still trying to figure that out.

Mayor Holland, you had eluded to this earlier. The state of Kansas really advanced legislation further than it had been in the last two or three years to expand KanCare in the state; three votes short, but those three votes mean that there are almost 12,000 residents in Wyandotte County who will not get access to health insurance this year because that override vote was three votes short.

## Community Need



Economic Downturn:

Agencies prioritized meeting the health care needs of our neighbors,

At the expense of investing in staff, training, equipment, and overall capacity.

# Community Need



Medicaid:

Lack of expansion =  
11,759 people in Wyandotte  
County remain uninsured

Reimbursement Cuts =  
4% less income from all  
Medicaid services

In really tiny print, you can see there that 11,759 folks equals almost \$50M in economic impact that will not be coming to Wyandotte County, but those folks are still needing care. Those folks still go to the Safety Net Clinics. A lot of those folks will end up at KU Emergency Department. Bob Paige was sharing just a couple of weeks ago that Wyandotte County accounts for about 40% of their uncompensated care at KU. This expansion not only hinders the Safety Nets, but it also hinders the larger system as a whole and, of course, the cuts to Medicaid services not only hurt the folks behind me, but the folks at Wyandotte Inc. took a big hit with that as well.

# Community Need



AHCA proposal:

Increased instability in the health care environment

and

\$26,000,000 loss in subsidies for health insurance premiums.

We expected legislation at the federal level to create a level of instability in the market. We were not prepared for the news that we all heard yesterday with Blue Cross Blue Shield leaving the marketplace. That actually leaves one provider in the marketplace for this area. It's a group called Medica.

In talking to the Enroll Wyandotte staff, they indicated about close to 95% of all the plans that they help shuffle people through, work through Blue Cross Blue Shield; Blue Cross Blue Shield is pretty much leaving the individual market. Unless they had a grandfathered plan before October 1, 2013, they're out of luck.

We also understand that the lone insurer left in the marketplace, Medica, is indicating that they're only going to offer 10,000 plans for this area so Wyandotte and Johnson County combined, 10,000 plans. The plans weren't popular last year. I don't see them getting more popular this year.

This number here, the \$26M is, we were like what is the most conservative estimate of economic impact. Wyandotte County has roughly 6,000 plans that were purchased through the exchange. If we assume that it was only one person per plan, the loss would be \$26M. What we do know that out of the 6,000 plans, there are about 13,000 plus who are covered through those 6,000 plans so you essentially double that number and that's the actual economic impact.

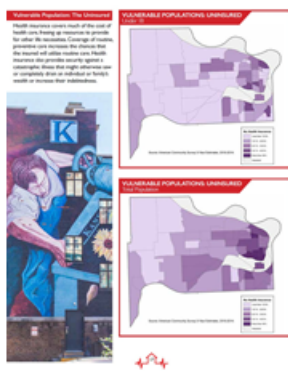
A couple of slides ago we showed what the economic impact of what Medicaid expansion would be. This number, if we were to do it on a non-conservative basis, would be over \$50M loss in premiums. That's what's at risk if...and we know that it's not likely to

**May 25, 2017**





# Community Need



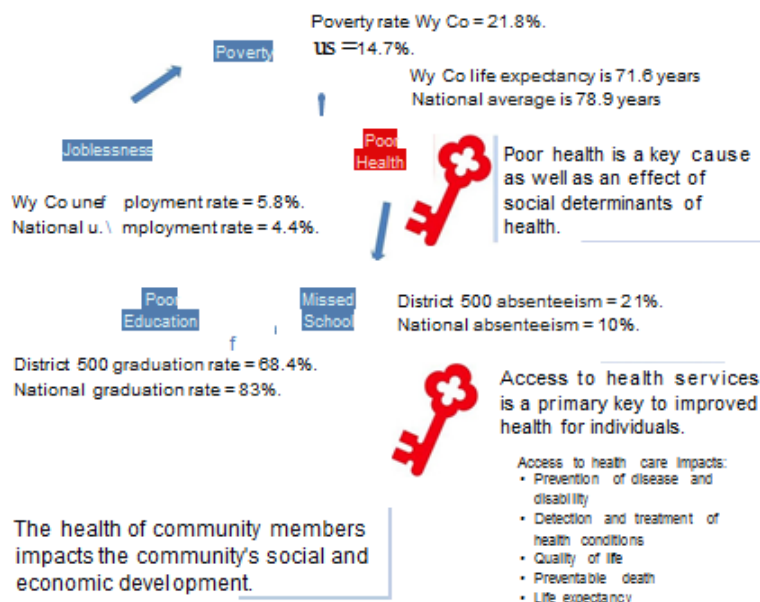
Uninsurance rates  
continue to be higher than  
state or national averages.

On the other side of this in response to community health needs assessment, the folks from the Health Department convened folks at New Bethel Church to really look at what the community had. What was the community saying about what was most important. They laid out their top 19 responses from the community health needs assessment. They asked folks to go through and identify the areas that are of most concern to you. The one that came up with the most votes with 47 was access to healthcare.

This graphic is from...I don't know if you all have seen this the Health Equity Action for Transformation Report that was done by the council. I have copies here if you haven't read it. I'd love for you to take the opportunity to read it. Here, what we're just indicating is this is where the uninsured live in Wyandotte County. The darker the purple, the more likely a resident is to be uninsured. If you figure, you can kind of find your district on that and that's where the most uninsured are. Coincidentally, those areas are also the areas that are most likely to come to the Safety Net Clinics.



We understand that there has been a shift. There is an improved, an enhanced level of understanding about the social determinants of health. Access to healthcare, we consider a very important social determinant of health. Preventive health, primary care, chronic disease management, wrap around services, all of these things are at risk with the news from Blue Cross yesterday and with proposed legislation in DC. More than that, these folks behind me are working to keep people healthy, healthy workforce, lower absenteeism, keeping kids healthy, and keeping them in school. It's interesting that asthma not only is like the number one reason for absenteeism in school, it's the number two reason for absenteeism at work because parents will stay home with a kid who's missing school because of asthma. When these folks behind me are working to keep kids in school that means parents are at work so there is an added value there.



We're just kind of naming what the life expectancy is in Wyandotte County compared to the national average. In this report here, it will actually walk you through that there is a 21-year life expectancy gap from the furthest most eastern most part of Wyandotte County to the western most part. The further west you go, the longer you're going to live. The further east you go, you're going to go a little bit faster. What these folks are doing here are really looking to not only lengthen life, but really improve the quality of life.

Two primary issues surfaced  
in every zip code:

How to get and keep  
good-paying jobs,

and

Access to  
Health Care

## 2017 WYANDOTTE COUNTY COMMUNITY HEALTH ASSESSMENT

Prepared by Vicki Collier-Akers, Johana Bravo, Jerry Schultz, Sara Obermeier, Charles Sepers, and Sarah Landry of the University of Kansas Work Group for Community Health and Development on behalf of the community of Wyandotte County and the Unified Government of Wyandotte County & Kansas City Public Health Department.

We've mentioned the Health Department Assessment and they surveyed all the different counties in Wyandotte County and there were only two areas in which every county had an overwhelming response about what's the biggest problem in your zip code. The first was obvious to us. How to get a good-paying job and how to keep it. Wyandotte is producing jobs like crazy. How do they get those jobs? How do they keep those jobs?

The second thing that stuck out to us was that access to healthcare was the other that across zip codes was the most prevalent challenge. How to get access to healthcare? That's really the challenge that we are facing right now. How might we, as a safety net, really begin to prepare ourselves for the changes that are happening at both the state and federal level.

## Our Request

A coalition in a strong and vibrant health safety net.

FY 2018 Line-item funding for primary care and enabling services for the uninsured.

Bring this coalition of agencies to the table to plan for the health of our community.

This group behind me, they're strong and they're vibrant, but the funding models are changing and we need help. We need help to sustain this strong asset that the county has. We would love to be a line item in the budget. I'm up here asking for a crazy number, but the numbers that are in this report, the numbers that we see based on CVO's assessment, what we see with what the impact of Medicaid expansion would be, those numbers are, frankly, quite devastating. We're here to pick up the slack and we really need the Unified Government's help to do that.

With that I'm willing to open it up to questions. The folks behind me will give you much better answers than I will be able to, but if you have any questions or thoughts, I'd love to hear them.

## Additional Resources

There are a number of studies of similar sized cities in the US that have developed successful methods of addressing the needs of the populations living in poverty and with high risks regarding social determinants of health. WyCo HeART would like the opportunity to apply some of the best practices and plans to develop the clinical safety net in order to improve the health outcomes of our Wyandotte community.

<http://nihcr.org/analysis/news-net-coordination-grows/>

<http://www.rwjf.org/en/library/annual-reports/2017-annual-message.html>

# Thank you for your time



**Commissioner Johnson** said this strikes me as a collaborative request from the organizations mentioned here. **Mr. Jones** said yes. **Commissioner Johnson** said I'm just wondering, pulling back on my prior life in terms of looking at not just requests from this group here, are you all looking at collaborative requests from other funders who the likes of which you all may be receiving funds from individually.

May 25, 2017

Secondly, has there been any discussion about collaborative expenses, ways that you might be creating efficiencies amongst the group in order to be able to address this issue as well. This is an issue that is very much important to me. I think the statistics would suggest that my district is one that's going to be probably most affected by this particular issue. I'm just interested to know if you've had that conversation. **Mr. Jones** said I think that's a very good conversation. The conversation that this group has been having collectively, prior to me even joining into their conversation...changes at the local funding level is how some of this conversation that we're having with you all today has come about. Prior to the change in leadership in DC, we began to see changes at the local funding level really moving more towards dealing with a kind of the breath of the social determinants of health unfortunately at the expense of Safety Net Services. It is that gap that has been created that really brings us here to the Unified Government.

We are hoping to be able to do exactly the things that you are talking about like how might we begin to collaborate, how might we begin to share resources. However, the way the current funding models are set up, it's set up for competition. It's set up for them to have to compete with one another.

For instance, my organization, Health Council, we are not a medical provider. As a result, we have chosen not to enter the fray when it comes to any Safety Net requests because they are right now having to compete with each other. Having one more organization trying to come in to tap into those dollars even makes it even worse.

What we're hoping is that by being able to stabilize the amount of uncompensated care we're doing, that will enable them to get up to capacity to where they then can start thinking about how might they innovate, how might they begin to integrate different things with one another. As it stands right now, they're having to compete in that funding market and this is really a plea to say help us not to have to compete. Help us come together as a county and solve some of these major challenges that they are facing collectively.

**Commissioner McKiernan** said I have talked with many of you here about this and how I am really perplexed. I'm at a loss for what path to take forward because I certainly recognize, and like Commissioner Johnson said, I certainly recognize that there are a lot of people in my district,

and many of you are physically located in our two districts, and we recognize that there are a lot of our residents who take advantage of these services.

As I've gone and investigated this a little bit more, as I do the academic thing, I go read about this. What I read is that most everybody agrees that local government funding of Safety Net Services is funding of last resort. I know that I've spoken with a couple of you and you say that we are at our last resort. Well, now I'm a little perplexed. I know stuff flows downhill and we're at the bottom of the hill, but how did it get here.

If we add you as a line item—basically our two major sources of revenue are property tax and sales tax in Wyandotte County. A property tax that already levees more dollars of tax per dollar of value than any surrounding county. A property tax that already makes people question whether or not they want to continue to pay that high rate of dollars per dollar in value. We're at a place where for us to make a move on property tax, we should be lowering it substantially so that there are fewer dollars of tax per dollar of value, which would be an immediate benefit to all of our citizens and many of the citizens that come and take advantage of these healthcare services would be benefited by that move.

If we decided to do a sales tax like Kansas City, Missouri, has done so that they can, in fact, fun well, three things strike me as being potentially troubling about that. First of all, a sales tax is the most aggressive form of tax we can have where those people who are coming to your clinics are likely going to be impacted more on a percentage basis by that sales tax than by any other, but also a sales tax which is to be put on a ballot by a local government and to be voted on by local citizens is always in jeopardy of whether or not it's going to be renewed. It's certainly is at the whim of whatever politicians are there and whatever voters are there at the time. It does not seem to me that a local referendum like that is a stable way to fund Safety Net Services for the future.

I have lots of other questions. If I can get a copy of this presentation as well, I would much appreciate it. You started to pull together some of the things that I've asked for. I know there is a very real, tangible, social, but also economic consequence to the gap that the clinics are feeling in their operations. I am just at my wits end as to figuring out what services do we not provide in the absence of something like an add-on sales tax, what services do we not provide, what services do we cut to fund this gap. I've asked many of you already if I have \$1M and I can enhance the transit system or I can enhance the food delivery system or I can have a tax



reduction or I can invest in early childhood education for the generational fix. If I can do all these things, I get stuck as to how to make that decision. I see the need. I appreciate the need. Based on what I've read so far, local government funding is the funding of last resort and I can't figure out how to make it happen yet.

**Commissioner Townsend** said good evening, Mr. Jones, and to everyone else who is here in support of the Safety Net. Two things: one, in the list of services that the Safety Net currently provides are mental health issues, cover mental health needs are part of that service that you provide. **Mr. Jones** said absolutely. This group behind me, they're all working with Randy and the narrative services offered through Wyandotte, Inc. Dr. Lee, I don't know if you'd want to speak to or if anyone else.

**Dr. Sharon Lee, Southwest Family Health Clinic**, said I am a family practice doctor and family practice of approximately 30% of our work is in mental health. I think that is probably true for all of the primary care physicians that work at the Safety Net Clinics. In addition to that, not only are we doing that, but we're also providing medical care for those folks who have mental illnesses and who are being seen with Wyandotte, Inc. We're providing their medical services as well as providing both medical and psychiatric services at our clinics. **Commissioner Townsend** said thank you. I just wanted to make sure I understood that. When the list here was provided, I didn't see a particular reference to mental health.

**Mayor Holland** said can I say something else about Mental Health. We do have a mental health levee. We just raised it last year. We went from about \$500,000 to about \$700,000 in spending for mental health. It's on the county side of the budget. That puts us at the lowest of any county per capita in the state of Kansas. We spend \$700,000. We spend just about a little under \$5 per person on mental health services. Johnson County is a terrible comparison, but they spend about \$18 or \$20 per person on mental health services. Wichita, Topeka, Lawrence, all spend more than double what we do per person on mental health services. We're very low already on our mental health spend and that's one that is contemplated by state law that we would fund mental health and we're not doing a particularly good job of funding mental health now. I just wanted to through throw in.

**Commissioner Townsend** said that doesn't make me feel better, but thank you. The second thing, a good segway, what is the crazy number that you ask so I get used to hearing it. **Mr. Jones** said \$3.392M. That's just the amount of uncompensated care that they're doing under I mean the status quo right now. That number will change. If, when Blue Cross leaves the market in 2018, that number's going to change. It's going to change for each and every one of them. It'll change for emergency departments all around. That's a big part of their function.

It's difficult to quantify the number of folks that they keep out of the emergency room. If you imagine that every time that they're in one of their clinics, that means that's one more time that they're not in a waiting room at an emergency department. Their ability to manage and deal with the influx that we know is coming the number seems crazy and yet it is really a low number. That is not as crazy as it probably could and should be. We're operating in a world that we're in right now and the world we're in right now it's about \$3.4M in uncompensated care.

**Commissioner Philbrook** said well, I'm going to take us off in a different direction. Being a small business person and knowing how much insurance costs for employees and yourself...are you in a position, any one of you, or as a group in a position to possibly do a contract for services with small businesses so it could be a win/win situation where small businesses do contracts with you, send their people to see you versus having to pay the exorbitant fees that Blue Cross Blue Shield and some of the others want out of us for the individuals. I'd like to hear something for that.

**Dr. Lee** said we've been as creative as you might imagine in a number of different areas. At Family Health Care, we do have agreements with some of our neighboring workplaces to take care of their injuries to their workers. We go to the workplaces and give flu shots each year. We go to the workplaces when there's a flood, which thankfully we haven't had for a while and give tetanus shots to their workers. We do have already agreements with many of the small businesses in our area. I'm sure that some of the others do as well.

**Commissioner Philbrook** said how many would each one of you say you have as far as small business arrangements. **Dr. Lee** said we probably have about a dozen from the small businesses in our area. We're a small clinic. We have one doctor. It's not that we have 200, but we have about a dozen that use us on a regular basis and the things that they get for that, for example, it's

much easier for us to take care of a small laceration. If somebody has a cut on their arm from dropping something at work, we can get that stitched up for them at a much, much more reasonable cost than if they go to the emergency room.

**Commissioner Philbrook** said I understand. I see similar people in my office. I was looking for an alternative to some more income from you from business so businesses could help support the healthcare. That's what I was after. That would be a win/win situation for a lot of us small businesses. I know right now I know of two people that are going to be out of insurance here when Blue Cross Blue Shield takes a nosedive out of this. That's why I asked. **Dr. Lee** said I might also point out it's a complicated situation because the work that we can do is to help keep people out of the hospital, to help keep people out of the emergency room, but if people have to go to the hospital or have to be in the emergency room, they are still going to need insurance. **Commissioner Philbrook** said that's a different level of insurance. **Dr. Lee** said exactly. **Commissioner Philbrook** said we're talking two different levels: preventative and the other, regular care, and the other. I'm just suggesting possible regular care to preventive care that people would go see you and not end up in the hospital. That was all. Thank you. **Dr. Lee** said that is actually what almost all of us do every day with our diabetic patients and others.

**Commissioner Bynum** said a couple of comparisons and questions. First of all, to the mental health issue—for example, Shawnee County is a good comparison to us population wise and they allocate three times what we do through their own mental health mill levy, just FYI since we brought it up.

I have a question; \$3.4M in uncompensated care and 12,000 uninsured in the community. If I divide that, assuming every single one of those 12,000 people came to a Safety Net Clinic, it's less than \$300 in medical care per person when I break it down that way, it feels a lot better to me. I say that because I am willing to at least have that conversation in terms of some creative ability to help you almost per patient basis with the uncompensated care. I'm throwing it out as a conversation only. It's very difficult for us to hear the \$3.4M number, but if I break it down and it's less than \$300 in medical services per person, now I'm dealing with something that certainly seems more reasonable in terms of a conversation.

I envision creative strategies around a commitment from you that there is some sort of central place that funnels how many of the 12,000 did we see this month. That gets submitted to

us and maybe we can't compensate 100%, but we can reach an agreement on some level. I throw that out only as a conversation.

The second item I'm just curious about is the notion of concierge care. I've met people who've basically dispensed with health insurance and AARP flat fee to the healthcare provider on a monthly basis. Is that anything that's being looked at by the group for the consumers that you're working with?

**Mr. Jones** said I can tell you that this afternoon I was really grilling my team like what's at stake with Blue Cross leaving. What do we have to lose? After going through that, how might we, as a county, address that?

We were looking into different models: direct primary care models, what you were mentioning the move to like bundle payments, value-based care, what might it look like to manage a specific population. There are various models to explore. I think I would really leave it to Dr. Lee and the experts here as to what they might consider. Those are definitely things that the conversations are already beginning about what might that look like in the new reality.

**Dr. Lee** said, again, I would just say that being as creative as possible in all of these different ways I think is important. For us, at Family Health Care, and I'm sure that the others are similar; we try all kinds of things. If I have a family that comes in and says we heard that Dr. Bower over in Johnson County is charging \$50 a month and taking care of all of our family's needs, we're willing to try that with folks.

I have to tell you that in my experience, it has not worked well; but that doesn't mean that I'm not willing to try it again with any particular individual. If we had a group of people that wanted to do that we could do the same thing.

I believe that one of the things we're talking about are turnips. Many of these folks are turnips. That is, they don't have the money to do that. Isn't it the same like getting blood out of a turnip? The folks at my office are very adaptive putting in IVs and drawing blood, but I don't think they could figure out how to get it from a turnip. Part of our issue really is the level of poverty in our community. Yes, we can get very creative in all these different ways and we're willing to try all those things, but there's still going to be a point at which the floor is still dropping. We're still dropping down with each passing day.

One of the things that Jerry didn't go into specifics about I just want to say briefly is that one of the things that has happened to us in the past couple of years is that our funding was cut 10% from one of our big funding partners the first year. The second year it was cut 20% and 30% this coming year. That's part of what's happening to us is that our funding partners are choosing not to continue to fund us at a level we've been funded at for 15 years. I've been at this for 30 years, and I'm telling you it's looking real bad right now and we're coming to you all for help because it's looking bad.

**Commissioner McKiernan** said I want to say I'm going to do my academic thing and share something here. I want to say again it's saddening to me, it's frustrating to me, it's infuriating to me that we are facing this on the local level.

There was a report written with several chapters back in the year 2000, "America's Healthcare Safety Net: Intact but Endangered." I'm sure you all have read it, but I hadn't. It was written by the Institute of Medicine, Committee on the Changing Market, Managed Care, and the Future Viability of Safety Net Providers. Again, this is from 2000. Here's what they said.

The Health Care Safety Net has historically functioned in a precarious fiscal environment, suffering through many changes in the national and local economies, changes in public policies, changes in the health care market, and changes in funding sources. Despite today's robust economy (written in the year 2000 before the great recession) safety net providers—especially core safety net providers are being buffeted by the cumulative and concurrent effects of major health policy and market changes.

It's 2017 and nothing has changed in that I am just really frustrated. This is a national problem; this is a global problem. As it relates to us, it's a national problem. Why are we here dealing with this on the very local level where we are already stretched to the point of breaking in terms of the fiscal support of our constituents?

**Commissioner Johnson** said I'm curious with regard to these 12,647 persons without insurance. How many of those persons are we seeing in our public Health Department? I don't know if anybody from Administration would know that, Doug or Joe. I'm trying to see if there's overlap

between the persons that we're seeing in the Safety Net Clinics and the persons that we're seeing in our public Health Department. They don't provide any medical—I was getting ready to say that maybe somewhat of an uninformed question to ask.

**Mr. Jones** said I wish I had better numbers. Several months ago, my staff indicated that they probably get anywhere from 3 to 5 calls a day from folks who were referred from the Health Department to them to figure out how to get connected usually to one of their clinics. That's anywhere between 15 – 25 calls a week just from the Health Department from folks who are seeking treatment at one of the Safety Net Clinics.

**Dr. Lee** said the Health Department's job is not really to provide primary care to people. It's a public health service. The Health Department's job is to make sure that infectious diseases that are ramping up in the community like syphilis—I don't know if you all are aware, but we have a syphilis epidemic going on right now. Those kinds of things are being addressed. They're not there to take care of high blood pressure, diabetes, the other things that happen to folks who need primary care.

I'm sorry; I don't mean to be answering all the questions. I know these guys got other things to say, but I do know that the public Health Department does a wonderful job, a really good job of its public work, but doesn't take care of primary care for folks.

**Mr. Jones** said, Commissioner Philbrook, you mentioned something a few minutes ago about the role, the relationship between clinics and business. There are a couple of different models. There's one model in particular I've been looking at, it's Healthy San Francisco. Of course, it's San Francisco. Their system is set up to where employers are paying into the city and then their employees are able to access the different Safety Net Services. I feel like what you might be suggesting is what does an actual relationship like folks from my shop seek services at one of their clinics. I don't want to speak for them. I would say that the group would be open to exploring that. As staff, we were looking at what is that relationship between employer and clinic and how might that work.

**Commissioner Philbrook** said I would be willing to put together a conversation between some small employers and your group to talk about possibilities of creating that sort of thing. Like I said, if we don't have to pay the extremely high cost to get people in just to see a doctor on a regular basis like for a cold or a sore throat or headaches so we can keep them out of the ER because that is where they go. Unfortunately, some of them will go to urgent care if they can find an urgent care open. If we can work on some kind of a model like that and be a little bit more creative and keep the government out of it—Sorry, I said that as a commissioner. This is true, but that way we save money in doing that too because then we don't have to deal with all the hoops and stuff we have to jump through dealing with government. As we all know, there's always extra work and extra people to add on when we do that. Thank you for mentioning that.

**Mayor Holland** said I want to close with a couple of statements. One, \$3.4M, as he asked, that has been put before us. We are going into the budget session so we can discuss that. I will note for comparison, our County Mill Levy which funds our Health Department and our Mental Health Levy is at 34 mills. \$3.4M would be a 10% increase in our County Mill Levy. It would be a significant increase in taxes on our community. I just want to put the number in perspective. You said you were asking for a big number so let's put the big number in perspective.

A couple of other big numbers, KU Med is losing about \$100,000M a year in uncompensated care. Providence is losing between \$5 and \$10M in uncompensated care. There is a healthcare crisis in our nation and in our state. I believe this is ultimately a state and federal issue that the leadership in our state and federal governments need to take seriously and need to move forward. The state had an opportunity to expand Medicaid which would have brought dramatic relief to the Safety Net Clinics with people actually having access to healthcare. It would help our KU. It would help Providence and that would lower the costs of healthcare for all of us.

I agree that the current Affordable Care Act has problems. I don't know of anyone who has said it's a perfect system. It is a system that is providing healthcare for people and needs to have its situation fixed, but not repealed.

The Congressional Budget Office figure with the House plan that was voted on it does two things: one, it removes 23M people from healthcare access. 23M nationwide and that would be most of the people in Wyandotte County who are currently receiving it.

Two, it also forbids any state that has not already expanded Medicaid to do so now. So it would be a double hit. It would take \$1T out of the healthcare system in this country. The only proposal that I have seen what they want to do with that \$1T is give it in tax cuts to corporations.

I'm going to close with a statement, from a little known statement from the Declaration of Independence. "We hold these truths to be self-evident, that all (and I'll just say all people) are created equal, that they are endowed by the Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness."

When that was written, there was no such thing as healthcare. You just died at age 45 and moved on. Since then in the last 50 years, healthcare has become something that is fundamental to human rights. It is about life, liberty and the pursuit of happiness. If we still hold these truths as self-evident, we need our state government and our federal government to take seriously the fact that even the indigent care our Safety Net Clinics are able to provide are on the brink of not being able to provide any. If we lose these people sitting out here, if we lose this group, the wall is gone and we have nothing. Our citizens in Wyandotte County, the state of Kansas, and this country deserve better than that.

I appreciate you presenting the problem. I appreciate you telling the truth. You said how much do we ask for. I said ask for the number. What's the number? It's a big number, but that's the need and I appreciate your coming together as a group to bring that need to this Commission.

I also want to let you know I'm going to be sending the link for this video to our state legislators. I'm going to be sending the link to this video to our other congressional offices because we need help at the state and federal level to provide life, liberty, and the pursuit of happiness in our community.

I appreciate what you all are doing. Without you, we would be in a major bind and we're counting on you. We're going to have to figure out a way, somehow, to keep our Safety Net Clinics afloat. I don't know how to do that. Commissioner McKiernan, I don't know how to do that. I don't have a magic wand.

I thank you for coming tonight and I think we have—the ask is on the table, the situation is out there and we need to act. Thank you all for coming. I appreciate it.

**Mayor Holland** asked, Mr. Jones, would you like to make any summative comment.



**Mr. Jones** said I just wanted to thank the Commission for giving us the opportunity to come before you to make this request. We look forward to continued conversation to figure out how we might move the ball forward for our residents here in Wyandotte County.

**Action:** For discussion only.

**MAYOR HOLLAND**  
**ADJOURNED THE MEETING AT 8:05 P.M.**  
**May 25, 2017**

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Bridgette D. Cobbins  
Unified Government Clerk

tk

**May 25, 2017**



# Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

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

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## Memorandum

**To:** Doug Bach  
County Administrator

**From:** Bridgette Cobbins  
UG Clerk

**Date:** June 15, 2017

**Re:** Weekly Business Material

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

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

Mbb/tpl

Attachment

## Weekly Business Material for June 15, 2017

### 1. AFFILIATE AGREEMENTS:

Joyce's New Vision, LLC, to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

Partners in Caring, LLC, to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

**Action:** Approved by County Administrator and received and filed.

### 2. PUBLIC NOTICE:

All City Tow Service, 1015 S. Bethany, held a public auto auction on May 8, 2017 at 10:00 a.m.

**Action:** Received and filed.

### 3. PERSONNEL ACTION COMMUNICATION, DATED MAY 30, 2017:

#### Section I - Appointments

| Name               | Department/Division | Eff. Date | Job Title      |
|--------------------|---------------------|-----------|----------------|
| Aaron D Boyd       | Parks/Rec           | 6/1/17    | Summer Laborer |
| Caleb D Brown      | Parks/Rec           | 5/27/17   | Lifeguard      |
| Zachary Brown      | Parks/Rec           | 6/1/17    | Summer Laborer |
| Camille A Caldwell | Parks/Rec           | 6/5/17    | Lifeguard      |
| Darius R Crider    | Parks/Rec           | 6/1/17    | Summer Laborer |
| Dawson A Crouss    | Parks/Rec           | 6/1/17    | Summer Laborer |
| Trevor A Hand      | Parks/Rec           | 6/1/17    | Summer Laborer |
| Draival Mashak     | Parks/Rec           | 6/1/17    | Summer Laborer |
| CL Stacker         | Parks/Rec           | 6/1/17    | Summer Laborer |
| Joshua R Talkin    | Parks/Rec           | 6/1/17    | Summer Laborer |
| Mychal D Taylor    | Parks/Rec           | 6/5/17    | Lifeguard      |

#### Section II - Transfers

| Name               | Department/Division | Eff. Date | Former Job Title | New Job Title   |
|--------------------|---------------------|-----------|------------------|-----------------|
| Michael S Adriano  | Fire                | 6/8/17    | Battalion Chief  | Sr Captain      |
| Scott P Hawley     | Fire                | 6/8/17    | Master Captain   | Battalion Chief |
| Mark T Heath       | Fire                | 6/8/17    | Sr Captain       | Battalion Chief |
| Bryan L Hendin     | Fire                | 6/8/17    | Sr Captain       | Battalion Chief |
| Jennifer L Johnson | Fire                | 6/8/17    | St Captain       | Battalion Chief |
| Shawn W McLaughlin | Fire                | 6/8/17    | Sr Captain       | Battalion Chief |

|                  |      |        |                 |                 |
|------------------|------|--------|-----------------|-----------------|
| Andrew L Novak   | Fire | 6/8/17 | Sr Captain      | Battalion Chief |
| Brent M Smith    | Fire | 6/8/17 | Sr Captain      | Battalion Chief |
| Marcus E Wallace | Fire | 6/8/17 | Sr Captain      | Battalion Chief |
| Albert B Welch   | Fire | 6/8/17 | Sr Captain      | Battalion Chief |
| James M Zeeb     | Fire | 6/8/17 | Battalion Chief | Asst Fire Chief |

### Section III - Separations

| Name               | Department/Division | Eff. Date | Job Title             |
|--------------------|---------------------|-----------|-----------------------|
| Lynette L Clemons  | Sheriff/Juvenile    | 5/30/17   | Program Specialist    |
| Jeffery L Sneed    | Police              | 6/14/17   | Sr Detective          |
| Pamela S Stevenson | PW/Parking          | 5/19/17   | School Crossing Guard |

### Section V - Increases per Memorandum of Understanding

| Name               | Department/Division | Eff. Date | Job Title            |
|--------------------|---------------------|-----------|----------------------|
| Jose Calderon      | PW/B&L              | 10/21/16  | Bldg Maint Worker    |
| Michael P Callahan | PW/WPC              | 6/15/17   | Sewer Maint Worker I |

### Section VII - Reclassifications

| Name            | Department/Division | Eff. Date | Former Job Title  | New Job Title      |
|-----------------|---------------------|-----------|-------------------|--------------------|
| Juanita M Salas | Health              | 6/15/17   | Admin Coordinator | Program Supervisor |
| John D Werner   | Health              | 6/15/17   | Fiscal Officer    | Mgt Analyst        |

**Action:** Received and filed. Copy previously forwarded to Payroll.

## 4. PERSONNEL ACTION COMMUNICATION, DATED JUNE 15, 2017:

### Section I - Appointments

| Name              | Department/Division | Eff. Date | Job Title |
|-------------------|---------------------|-----------|-----------|
| Michael Lockett   | Parks/Rec           | 6/5/17    | Lifeguard |
| Kellsee C Marlowe | Parks/Rec           | 6/5/17    | Lifeguard |
| Kameisha R White  | Parks/Rec           | 6/5/17    | Lifeguard |

### Section III - Separations

| Name                    | Department/Division | Eff. Date | Job Title            |
|-------------------------|---------------------|-----------|----------------------|
| Kristy A Blagg          | Comm Corr           | 6/2/17    | ISO                  |
| Denise H Gonzales Green | Comm Corr           | 6/13/17   | ISO                  |
| Jeremy M Reygaert       | PWWPC               | 6/8/17    | Lab Sample Collector |

### Section VII - Reclassification

| Name   | Department/Division | Eff. Date | Former Job Title | New Job Title      |
|--------|---------------------|-----------|------------------|--------------------|
| Vacant | Health              | 7/1/17    | Manager-Health   | Program Supervisor |

### Section VIII - Other Requests

| Name         | Department/Division | Action Requested and Explanation                          |
|--------------|---------------------|-----------------------------------------------------------|
| Greg Lawson  | Police              | ACD code change effective 6/22/17                         |
| April Nevils | Appraiser           | Amend PAC 6/6/17 to reflect change in rg effective 6/1/17 |
| Rance Quinn  | Police              | ACD code change effective 6/22/17                         |

**Action:** Received and filed. Copy previously forwarded to Payroll.

## 5. CLAIMS FOR DAMAGES:

Patrick Carter, 5037 Forest Ave., alleging damage to tires, exhaust system and rear bumper due to driving into a driveway BPU dug up.

Elton Hale, 622 Lafayette, alleging damage to front and rear tire, wheel and lower rocker molding due to running over Fire Department pumper holes.

Wendell Starr, 1200 N. 49<sup>th</sup> St., alleging damage to basement due to water coming from floor drain.

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

## 6. SUMMONS:

Kevin R. Drum vs. Unified Government, Kansas City Kansas Fire Department, and Kansas City Kansas Police Department, Case No. 2017-CV-000301.

Sydney Fausset vs. Unified Government, Case No. WY 2017 CV466.

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

## 7. TRAVEL REQUESTS:

Robert Allen and Mallory Super Training, travel to Memphis, MO, June 1 – 2, 2017, for Honor Guard duties for LODD, Employee Training & Travel.

John Droppelmann, and Mark Heath, Bryan Welch, Fire/Prevention/Investigations, travel to Manhattan, KS, June 13 – 14, 2017, to attend the Fire Death Scene and Analysis training.

Phillip Ely, Fire Dept./Suppression, travel to Fort Worth, TX, April 30 – May 6, 2017, to attend the Vehicle Rescue Technician training, Employee Training & Travel.

Jason Felton, DOTS/GeoSpatial Services, travel to San Diego, CA, July 9 – 14, 2017, to attend the ESRI User Conference, Employee Training & Travel.

John Paul Jones, John Peterson, Fire Dept./Admin., travel to Colorado Springs, CO, September 15 - 17, 2017, to attend the IAFF Fallen Firefighters Memorial, Employee Training & Travel.

Samuel Jordan, Fire Dept./Communication, travel to Warrensburg, MO, June 21 – 23, 2017, to attend the Advanced EMD Certification Conference, Employee Training & Travel.

Joshua Magaha, Fire Dept., travel to Baltimore, MD, June 14 – 19, 2017, to attend the International Hazmat Conference, MARC.

Tracy McCullough, Sherriff/Ops, Ernesto Terrazas and Mary Rinehart, Sherriff/Detention, travel to Reno, NV, June 23 – 29, 2017, to attend the National Sheriff's Association (NSA) Annual Conference, JAG.

David Shost, Fire/EMS, travel to Jefferson, NC, June 26 – 28, 2017, for the final ambulance inspection, Employee Training & Travel.

Ron Starbuck, Health Dept./Emergency Preparedness, travel to Buffalo, NY, June 4 – 8, 2017, to attend the National Homeland Security Conference, Regional Preparedness Funds.

Erik Wolf, Air Quality, travel to San Diego, CA, August 6 – 11, 2017, to attend the Teledyne Instruments Level 1 Training, Federal.

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



# Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

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

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

## Memorandum

**To:** Doug Bach  
County Administrator

**From:** Bridgette Cobbins  
UG Clerk

**Date:** June 22, 2017

**Re:** Weekly Business Material

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

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

tpl

Attachment

## Weekly Business Material for June 22, 2017

### 1. AFFILIATE AGREEMENTS:

A Step Above, LLC, to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

Advocacy First, LLC, to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

Just in Time, Inc., to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

Martha's Care, to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

Payroll Plus of Kansas, Inc., to provide services to eligible persons in compliance with the Developmental Disabilities Reform Act, K.S.A. 39-1801.

**Action:** Approved by County Administrator and received and filed.

### 2. COMMUNICATIONS:

Richard Mikesic, Accounting Manager, regarding warrant cancellations:

| Warrant # | Issue Date | Amount     | Fund | Reason       | Vendor          | Reissue Date |
|-----------|------------|------------|------|--------------|-----------------|--------------|
| 796716    | 8/5/2016   | \$5,664.34 | 276  | Lost Warrant | Staples         | 6/23/2017    |
| 803545    | 12/2/2016  | \$78.80    | 790  | Lost Warrant | Knetter         | 6/23/2017    |
|           |            | \$22.50    | 160  |              |                 |              |
| 808930    | 2/24/2017  | \$60.15    | 790  | Lost Warrant | Palacios        | 6/23/2017    |
|           |            | \$20.00    | 160  |              |                 |              |
| 810721    | 3/24/2017  | \$390.00   | 171  | Lost Warrant | KCK Dental      | 6/23/2017    |
| 812042    | 4/13/2017  | \$276.75   | 160  | Stale Dated  | Aguilar         | 6/23/2017    |
| 814522    | 5/19/2017  | \$16.00    | 110  | Wrong Vendor | Morgan          | 6/23/2017    |
| 813925    | 5/12/2017  | \$341.00   | 790  | Error        | City Hall Lofts |              |
| 813979    | 5/12/2017  | \$170.00   | 171  | Error        | KCK Huggers     |              |
| 813980    |            | \$95.00    |      |              |                 |              |
| 814360    | 5/19/2017  | \$35.00    |      |              |                 |              |
| 814919    | 5/26/2017  | \$3.00     | 110  | Other        | Calhoun         |              |

**Action:** Received and filed.



### 3. PERSONNEL ACTION COMMUNICATION, DATED JUNE 20, 2017:

#### Section I - Appointments

| Name               | Department/Division   | Eff. Date | Job Title                |
|--------------------|-----------------------|-----------|--------------------------|
| Richard Allen      | Police                | 6/22/17   | Patrolman III            |
| Brooke A Beery     | NRC/Codes             | 6/15/17   | Inspector I              |
| Deotis A Brown     | Police                | 6/22/17   | Patrolman III            |
| Kaitlyn D Carter   | Police                | 6/22/17   | Patrolman III            |
| Jeffrey J Drinkert | PW/Fleet              | 6/15/17   | Fleet Service Worker     |
| Scott B Johnson    | Police/Communications | 6/15/17   | Public Safety Dispatcher |
| Cory V Kraft       | PW/Street             | 6/15/17   | Equipment Operator I     |
| Angel Silvestre    | Police                | 6/22/17   | Patrolman III            |
| Juanita C Soto     | Finance/Treasury      | 6/29/17   | Fiscal Supt Asst         |
| Roberto J Valencia | PW/WPC                | 6/29/17   | Maintenance Electrician  |
| Gina L Walton      | Legal                 | 6/15/17   | Admin Supt Spec          |
| Nathan J Wichman   | Emer Mgt              | 6/15/17   | Intern                   |
| Jennifer M Ybarra  | Sheriff/Detention     | 6/15/17   | Deputy                   |

#### Section II - Transfers

| Name              | Department/Division | Eff. Date | Former Job Title       | New Job Title           |
|-------------------|---------------------|-----------|------------------------|-------------------------|
| Curtis L Bloesser | Parks/Rec           | 6/15/17   | Equipment Operator I   | Groundskeeper I         |
| Scott R Roberts   | PW/WPC              | 6/15/17   | Construction Worker I  | Construction Worker III |
| Lorin E Simmons   | PW/WPC              | 6/15/17   | Construction Worker II | Construction Worker III |

#### Section III - Separations

| Name               | Department/Division | Eff. Date | Job Title       |
|--------------------|---------------------|-----------|-----------------|
| Thomas J Cigich    | Process Server      | 6/09/17   | Process Server  |
| Donald J Wooley Jr | Police              | 6/21/17   | Master Sergeant |

#### Section V - Increases per Memorandum of Understanding

| Name              | Department/Division | Eff. Date | Job Title                |
|-------------------|---------------------|-----------|--------------------------|
| Jonathan D Bond   | Sheriff/Detention   | 7/31/17   | Deputy                   |
| Gerald E Fillmore | Clerk               | 6/24/17   | Mailroom & Records Clerk |
| Nicholas W Kirch  | Sheriff/Juvenile    | 7/27/17   | Juv Care Worker I        |
| Valinta Locke     | Municipal Court     | 6/24/17   | Court Clerk I            |
| Tenisha A Nimrod  | Municipal Court     | 6/15/2017 | Court Clerk I            |
| Chad J Wiggans    | PW/WPC              | 5/4/17    | Info Sys Coordinator     |

### Section VII - Reclassification

| Name              | Department/Division | Eff. Date | Former Job Title | New Job Title        |
|-------------------|---------------------|-----------|------------------|----------------------|
| Nicholas W Meador | Fire                | 6/14/17   | Firefighter V    | Firefighter MICT III |

### Section VIII - Other Requests

| Name           | Department/Division | Action Requested and Explanation                                                       |
|----------------|---------------------|----------------------------------------------------------------------------------------|
| Donna S Segura | Chief Knowledge     | Dept/Division change from Accounting to Chief Knowledge and ACD from effective 7/13/17 |
| Stephen Smith  | Police              | ACD code change effective 6/22/17                                                      |

**Action:** Received and filed. Copy previously forwarded to Payroll.

## 4. PERSONNEL ACTION COMMUNICATION, DATED JUNE 22, 2017:

### Section II - Transfer

| Name              | Department/Division   | Eff. Date | Former Job Title | New Job Title  |
|-------------------|-----------------------|-----------|------------------|----------------|
| Michelle D Angell | Police/Communications | 6/8/17    | Police Captain   | Police Captain |

### Section V - Increases per Memorandum of Understanding

| Name                 | Department/Division | Eff. Date | Job Title                |
|----------------------|---------------------|-----------|--------------------------|
| Ian Abbott           | Police              | 7/12/17   | Master Patrolman II      |
| Brian Bunich         | Police              | 7/7/17    | Master Patrolman I       |
| Joshua Cromwell      | Police              | 7/12/17   | Master Patrolman II      |
| Scotty Hammons       | Police              | 7/7/17    | Master Patrolman I       |
| Eric Ibanez          | Police              | 7/7/17    | Master Patrolman I       |
| Tykeasha Johnson     | Police              | 7/12/17   | Master Patrolman II      |
| Scott Kirkpatrick    | Police              | 7/7/17    | Master Patrolman I       |
| John Landis          | Police              | 7/7/17    | Master Patrolman I       |
| Nancy J Laughlin     | PW/WPC              | 6/29/17   | Plant Operator II        |
| Scott W Lidtke       | Pw/WPC              | 6/29/17   | Sewer Maint Worker I     |
| Brian Lynn           | Police              | 7/7/17    | Master Patrolman I       |
| Christina M McCool   | Police              | 7/27/17   | Public Safety Dispatcher |
| Leo McIntosh Jr      | Police              | 7/7/17    | Master Patrolman I       |
| Randal E Phillips Jr | PW/WPC              | 6/29/17   | Program Supervisor       |
| Jason Pittman        | Police              | 7/7/17    | Master Patrolman I       |
| Z'Lontae O'Neal      | Police              | 7/12/17   | Master Patrolman II      |
| Anthony Reyes        | Police              | 7/12/17   | Master Patrolman II      |
| Brian Roberts        | Police              | 7/12/17   | Master Patrolman II      |
| Marlin Sluder        | Police              | 7/12/17   | Master Patrolman II      |

|                    |        |         |                        |
|--------------------|--------|---------|------------------------|
| Dallas Thompson    | Police | 7/12/17 | Master Patrolman II    |
| Thomas Tomasic III | Police | 7/7/17  | Master Patrolman I     |
| Travis Toms        | Police | 7/7/17  | Master Patrolman I     |
| Paula L Vallejo    | Police | 7/1/17  | Sr Master Patrolman II |
| Lionel Womack      | Police | 7/12/17 | Master Patrolman II    |

#### **Section VIII - Other Requests**

| <b>Name</b>         | <b>Department/Division</b> | <b>Action Requested and Explanation</b>                      |
|---------------------|----------------------------|--------------------------------------------------------------|
| Deotis Brown        | Police                     | Amend PAC 6/20/17 to reflect change in ACD effective 6/22/17 |
| Kaitlyn Carter      | Police                     | Amend PAC 6/20/17 to reflect change in ACD effective 6/22/17 |
| Brian S Duncan      | PWWPC                      | Change in certification pay effective 6/29/17                |
| Angel Silvestre     | Police                     | Amend PAC 6/20/17 to reflect change in ACD effective 6/22/17 |
| William E Weaver Jr | PWWPC                      | Change from certification to longevity effective 6/29/17     |

**Action:** Received and filed. Copy previously forwarded to Payroll.

#### **5. TRAVEL REQUEST:**

Kathy Briney, Appraiser's Office, travel to Las Vegas, NV, September 24 – 27, 2017, to attend IAAO Annual Conference, Employee Training/Travel.

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

#### **6. APPLICATION FOR CMB LICENSE (PKG):**

Money Talks, Inc./Robert Laing Jr. DBA Chips and Coins, 720 Minnesota Ave.

**Action:** Referred to License.

#### **7. APPLICATION FOR DRINKING ESTABLISHMENT:**

Matt Lawrence/Tyler Miles DBA KC Waterpark Management, 9400 State Ave.

**Action:** Referred to License.

#### **8. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:**

A-Team Security Company, LLC/William Graves DBA A-Team Security, 10517 Hickman Mills Dr. #15, Kansas City, MO.

Taps of KC, Inc./Penny Cotsworth DBA TAPS of KC, 8912 Pflumm Rd., Lenexa, KS.

**Action:** Referred to License.

**9. APPLICATION FOR MASSAGE THERAPIST LICENSE:**

Julia Vrab DB/with Blue River Casino Massage, 777 Hollywood Casino Dr.

**Action:** Referred to License.



# Staff Request for Commission Action

Tracking No. 171105

**Full Commission Meeting Date:** 6/29/17

**Committee:** Neighborhood & Community Development

Date of Standing Committee Action: 5/1/17

(If none, please explain):

**Publication Required:** Yes 07/06/2017

|                                                                                                                                                                                                                                                     |                                     |                                |                                              |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------|----------------------------------------------|--------------------------------------|
| <u>Date:</u><br>05/04/2017                                                                                                                                                                                                                          | <u>Contact Name:</u><br>Wendy Green | <u>Contact Phone:</u><br>x5679 | <u>Contact Email:</u><br>wmgreen@wycokck.org | <u>Department/Division:</u><br>Legal |
| <u>Item Description:</u><br>Ordinance amending Chapter 8 – Buildings and Building Regulations, Article X – Owner Registration Statement. We are enhancing the ordinances to help us fight blight and vacancy by aiding in locating absentee owners. |                                     |                                |                                              |                                      |
| <u>Action Requested:</u><br>To approve the ordinance.                                                                                                                                                                                               |                                     |                                |                                              |                                      |
| <u>Budget Impact: (if applicable)</u><br>Amount:<br>Source:<br>Included In Budget:<br>Other (explain):                                                                                                                                              |                                     |                                |                                              |                                      |
| <u>Attachments List:</u><br>Clean Ord, Red line Ord                                                                                                                                                                                                 |                                     |                                |                                              |                                      |

**Published:** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE** relating to Chapter 8, Buildings and Building Regulations, amending Sections 8-470, 8-471, 8-472, 8-473, 8-479, and 8-481 of the Unified Government Code, and adding original Section 8-483.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

**Section 1.** That Chapter 8 Buildings and Building Regulations, Section 8-470, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-470. - Violations and penalties; assessment of additional costs.

Any person who fails to file a registration statement, amendment or other statement required by this division or violates the provisions of sections 8-475, 8-476, 8-480 or 8-483 shall be issued an administrative citation and be required to pay a civil penalty in accordance with Chapter 2, Article IX of this Code. Instead of the penalties assessed under section 2-652 of this Code, the following penalties shall be imposed: \$250.00 for a first violation, increasing in increments of \$250.00 for each successive violation, up to a maximum penalty of \$5,000.00. No portion of the minimum fine shall be paroled by the court. Each property and/or parcel owned shall constitute a separate offense. A citation may be issued under this section every thirty (30) days by any enforcement officer until such registration statement, amendment or other statement required by this division is filed.

(Code 1988, § 8-376; Ord. No. 65152, § 1(21-63), 5-28-1987; Ord. No. 65408, § 1, 3-23-1989; Ord. No. 66075, § 3, 1-4-1996)

**Section 2.** That Chapter 8 Buildings and Building Regulations, Section 8-471, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-471. - Registration statement.

Except for owners described in this section, all owners of buildings, structures, or vacant parcels, who do not reside in or occupy such buildings or structures, located within the corporate limits of the city shall file a registration statement with the codes administrator in accordance with the provisions of this code. This registration requirement shall not apply to:

- (1) Any governmental entity, any public authority or any quasipublic, nonprofit corporation engaged in housing development, management or operation under contract with a governmental entity.
- (2) Any owner who has a current and valid license as required by section 19-226 with respect to the subject parcel.

(Code 1988, § 8-377; Ord. No. 65152, § 1(21-51), 5-28-1987; Ord. No. 65408, § 2, 3-23-1989)

**Section 3.** That Chapter 8 Buildings and Building Regulations, Section 8-472, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-472. - Appointment of agent.

Each owner required by this division to file a registration statement shall also appoint and register an agent who will be authorized to receive, on behalf of the owner, service of any notice, order or summons issued because of a violation of this chapter or chapter 17, 27 or 31 of this Code or any ordinance concerning the condition of the property that is the subject of the registration statement. Such agent must be an individual over the age of 18 years and must reside within the city. A partner, associate or corporate principal who meets these qualifications may be designated and registered as the agent. An owner who resides within the city's corporate limits may serve as his/her/its own agent.

(Code 1988, § 8-378; Ord. No. 65152, § 1(21-52), 5-28-1987)

**Section 4.** That Chapter 8 Buildings and Building Regulations, Section 8-473, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-473. - Time to file registration statement.

The registration statement required by this division shall be filed by each owner:

- (1) By December 1, 2017, for any building, structure or parcel owned as of such date.
- (2) Prior to the issuance of a certificate of occupancy required by the International Building Code, as adopted and amended by the unified government.
- (3) Within such time as provided in section 8-475 in the case of a change of ownership.

(Code 1988, § 8-379; Ord. No. 65152, § 1(21-53), 5-28-1987)

**Section 5.** That Chapter 8 Buildings and Building Regulations, Section 8-481, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-481. - Registration of mortgagees and lienors.

When an owner of a building, structure or vacant parcel has been determined to be in default of a mortgage, the mortgagee or lienor shall inspect the mortgaged property to determine whether such property is vacant. Within 10 days of an inspection, the mortgagee or lienor shall register the property in the manner required by section 8-474. If the property is vacant, registration shall also contain the name and telephone number, facsimile number and email address for a direct contact with the mortgagee or lienor and the name and twenty-four (24) hour contact number for the property management company that will be responsible for the security and maintenance of the property, if different from the mortgagee or lienor.

(Code 1988, § 8-387; Ord. No. 65152, § 1(21-61), 5-28-1987)

**Section 6.** That Chapter 8 Buildings and Building Regulations, Section 8-483, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be added to read as follows:

Sec. 8-483. – Vacant properties.

- (a) Upon any building or structure located within the corporate city limits becoming vacant, the owner of such building or structure shall have thirty (30) days from the first date of vacancy to register such building or structure in the same manner as provided in sections 8-471 and 8-474 and said statement must include an agent designation as provided in section 8-472 as well as a written comprehensive plan of action detailing a timeline for correcting any code violations, any rehabilitation required, the maintenance that will be performed while the building or structure is vacant and the future use of the building or structure.
- (b) The owner of any vacant building or structure subject to this section shall be required to update the plan of action provided with the registration statement and pay a fee of five hundred dollars (\$500.00) every six (6) months the said building or structure remains vacant.
- (c) Any vacant building or structure registered pursuant to this section shall be subject to inspection to verify the status of the plan of action submitted.
- (d) In addition to the registration statement in subsection (a) above, the owner of any vacant building or structure shall provide written notice, within thirty (30) days, of a change in: (1) ownership of the property, including a copy of the deed; (2) contact information for either the owner or the designated agent.
- (e) Upon identification of a vacant building or structure by an enforcement officer that has not been registered under this section, a written notice shall be issued to the property owner by means of personal service, or by first class mail to their last known address of record, and by posting on the property. The owner of said vacant building or structure shall have thirty (30) days from the date the written notice is issued in which to register.



**Section 7.** That Chapter 8 Buildings and Building Regulations, Section 8-484, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be added to read as follows:

Sec. 8-484. – Definitions.

For purposes of this division, certain phrases and words are defined below. Words or phrases not defined in this division but defined in applicable state law or the Code shall be given that meaning. All other words or phrases shall be given their common ordinary meaning unless the context requires otherwise. The following words, terms and phrases, when used in this division, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Enforcement officer* means any law enforcement officer, building official, fire inspector or code enforcement officer employed by or working on behalf of the Unified Government, or their designees.
- (2) *Occupy* means to conduct a lawful business or reside in all or any part of the building or structure as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a person occupies a building or structure may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual electric, gas, heating, water and sewer services; a valid business license; or the most recent federal or state income tax statements indicating that the subject property is the official business or residence address of the person(s) or business(es) claiming occupancy.
- (3) *Vacant* means any premises intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawfully licensed business or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-occupant(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied.

**Section 8.** This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT  
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
THIS \_\_\_\_ DAY OF \_\_\_\_ 2017**

---

**Mark Holland, Mayor/CEO**

**Attest:**

---

**Unified Government Clerk**

**Approved as to Form:**

---

**Wendy M. Green, Assistant Counsel**

Published: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE** relating to Chapter 8, Buildings and Building Regulations, amending Sections 8-470, 8-471, 8-472, 8-473, 8-479, and 8-481 of the Unified Government Code, and adding original Section 8-483.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

**Section 1.** That Chapter 8 Buildings and Building Regulations, Section 8-470, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-470. - Violations and penalties; assessment of additional costs.

Any person who fails to file a registration statement, amendment or other statement required by this division or violates the provisions of sections 8-475, 8-476, or 8-480 or 8-483 shall be ~~subject, upon conviction, to a penalty consisting of a fine of not less than \$100.00 but not more than \$2,500.00 and may, in addition to such fine, be punished by imprisonment of not more than six months.~~ issued an administrative citation and be required to pay a civil penalty in accordance with Chapter 2, Article IX of this Code. Instead of the penalties assessed under section 2-652 of this Code, the following penalties shall be imposed: \$250.00 for a first violation, increasing in increments of \$250.00 for each successive violation, up to a maximum penalty of \$5,000.00. No portion of the minimum fine shall be paroled by the court. Each property and/or parcel owned shall constitute a separate offense. A citation may be issued under this section every thirty (30) days by any enforcement officer until such registration statement, amendment or other statement required by this division is filed.

(Code 1988, § 8-376; Ord. No. 65152, § 1(21-63), 5-28-1987; Ord. No. 65408, § 1, 3-23-1989; Ord. No. 66075, § 3, 1-4-1996)

**Section 2.** That Chapter 8 Buildings and Building Regulations, Section 8-471, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-471. - Registration statement.

Except for owners described in this section, all owners of buildings, structures, or vacant parcels, who do not reside in or occupy such buildings or structures, located within the corporate

limits of the city shall file a registration statement with the codes administrator in accordance with the provisions of this code. This registration requirement shall not apply to:

~~(1) Any owner who is an individual residing within the city's corporate limits.~~

(21) Any governmental entity, any public authority or any quasipublic, nonprofit corporation engaged in housing development, management or operation under contract with a governmental entity.

(32) Any owner who has a current and valid license as required by section 19-226 with respect to the subject parcel.

(Code 1988, § 8-377; Ord. No. 65152, § 1(21-51), 5-28-1987; Ord. No. 65408, § 2, 3-23-1989)

**Section 3.** That Chapter 8 Buildings and Building Regulations, Section 8-472, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-472. - Appointment of agent.

Each owner required by this division to file a registration statement shall also appoint and register an agent who will be authorized to receive, on behalf of the owner, service of any notice, order or summons issued because of a violation of this chapter or chapter 17, 27 or 31 of this Code or any ordinance concerning the condition of the property that is the subject of the registration statement. Such agent must be an individual over the age of 18 years and must reside within the city. A partner, associate or corporate principal who meets these qualifications may be designated and registered as the agent. An owner who resides within the city's corporate limits may serve as his/her/its own agent.

(Code 1988, § 8-378; Ord. No. 65152, § 1(21-52), 5-28-1987)

**Section 4.** That Chapter 8 Buildings and Building Regulations, Section 8-473, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-473. - Time to file registration statement.

The registration statement required by this division shall be filed by each owner:

(1) By ~~September-December~~ 1, ~~1987~~2017, for any building, structure or parcel owned as of such date.

~~(2) Within ten days after an owner, who is an individual, moves outside the city's corporate limits.~~

(32) Prior to the issuance of a certificate of occupancy required by the International Building Code, as adopted and amended by the unified government.

(43) Within such time as provided in section 8-475 in the case of a change of ownership.

(Code 1988, § 8-379; Ord. No. 65152, § 1(21-53), 5-28-1987)

**Section 5.** That Chapter 8 Buildings and Building Regulations, Section 8-481, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be amended to read as follows:

Sec. 8-481. - ~~Voluntary r~~Registration of mortgagees and lienors.

~~Any mortgagee or lienor desiring copies of any notices, orders or summonses issued with respect to premises in which the mortgagee or lienor claims a security interest may register with the codes administrator by filing a form, to be prescribed by the codes administrator, which sets forth the following information:~~

- ~~(1) The name and mailing address of the mortgagee or the lienor; or~~
- ~~(2) A description of the premises in the manner required by section 8-474~~

~~When an owner of a building, structure or vacant parcel has been determined to be in default of a mortgage, the mortgagee or lienor shall inspect the mortgaged property to determine whether such property is vacant. Within 10 days of an inspection, the mortgagee or lienor shall register the property in the manner required by section 8-474. If the property is vacant, registration shall also contain the name and telephone number, facsimile number and email address for a direct contact with the mortgagee or lienor and the name and twenty-four (24) hour contact number for the property management company that will be responsible for the security and maintenance of the property, if different from the mortgagee or lienor.-~~

(Code 1988, § 8-387; Ord. No. 65152, § 1(21-61), 5-28-1987)

**Section 6.** That Chapter 8 Buildings and Building Regulations, Section 8-483, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be added to read as follows:

Sec. 8-483. – Vacant properties.

- (a) Upon any building or structure located within the corporate city limits becoming vacant, the owner of such building or structure shall have thirty (30) days from the first date of vacancy to register such building or structure in the same manner as provided in sections 8-471 and 8-474 and said statement must include an agent designation as provided in section 8-472 as well as a written comprehensive plan of action detailing a timeline for correcting any code violations, any rehabilitation required, the maintenance that will be performed while the building or structure is vacant and the future use of the building or structure.
- (b) The owner of any vacant building or structure subject to this section shall be required to update the plan of action provided with the registration statement and pay a fee of five hundred dollars (\$500.00) every six (6) months the said building or structure remains vacant.
- (c) Any vacant building or structure registered pursuant to this section shall be subject to inspection to verify the status of the plan of action submitted.

- (d) In addition to the registration statement in subsection (a) above, the owner of any vacant building or structure shall provide written notice, within thirty (30) days, of a change in: (1) ownership of the property, including a copy of the deed; (2) contact information for either the owner or the designated agent.
- (e) Upon identification of a vacant building or structure by an enforcement officer that has not been registered under this section, a written notice shall be issued to the property owner by means of personal service, or by first class mail to their last known address of record, and by posting on the property. The owner of said vacant building or structure shall have thirty (30) days from the date the written notice is issued in which to register.

**Section 7.** That Chapter 8 Buildings and Building Regulations, Section 8-484, of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas, be added to read as follows:

Sec. 8-484. – Definitions.

For purposes of this division, certain phrases and words are defined below. Words or phrases not defined in this division but defined in applicable state law or the Code shall be given that meaning. All other words or phrases shall be given their common ordinary meaning unless the context requires otherwise. The following words, terms and phrases, when used in this division, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Enforcement officer* means any law enforcement officer, building official, fire inspector or code enforcement officer employed by or working on behalf of the Unified Government, or their designees.
- (2) *Occupy* means to conduct a lawful business or reside in all or any part of the building or structure as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this section, evidence offered to prove that a person occupies a building or structure may include, but shall not be limited to, the regular receipt of deliver of regular mail through the U.S. Postal Service; proof of continual electric, gas, heating, water and sewer services; a valid business license; or the most recent federal or state income tax statements indicating that the subject property is the official business or residence address of the person(s) or business(es) claiming occupancy.
- (3) *Vacant* means any premises intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawfully licensed business or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-occupant(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied.

**Section 8.** This ordinance and resolution shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

**PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT  
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
THIS \_\_\_\_ DAY OF \_\_\_\_ 2017**

---

**Mark Holland, Mayor/CEO**

**Attest:**

---

**Unified Government Clerk**

**Approved as to Form:**

---

**Wendy M. Green, Assistant Counsel**



# Staff Request for Commission Action

Tracking No. 171161

**Full Commission Meeting Date:** 6/29/17

**Committee:** Public Works & Safety

Date of Standing Committee Action: 6/26/17

(If none, please explain):

**Publication Required:** Yes

|                                                                                                                                                                                                                                                                                       |                                     |                                |                                             |                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------|---------------------------------------------|--------------------------------------|
| <u>Date:</u><br>06/20/2017                                                                                                                                                                                                                                                            | <u>Contact Name:</u><br>Misty Brown | <u>Contact Phone:</u><br>x5067 | <u>Contact Email:</u><br>mbrown@wycokck.org | <u>Department/Division:</u><br>Legal |
| <u>Item Description:</u><br>An ordinance amending the fine set for violating the seat belt ordinance as set out in Section 35-651 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas. These changes are necessary to comply with state law. |                                     |                                |                                             |                                      |
| <u>Action Requested:</u><br>To approve the ordinance and fast track this item to the full commission.                                                                                                                                                                                 |                                     |                                |                                             |                                      |
| <u>Budget Impact: (if applicable)</u><br>Amount:<br>Source:<br>Included In Budget:<br>Other (explain):                                                                                                                                                                                |                                     |                                |                                             |                                      |
| <u>Attachments List:</u><br>Seat belt Ord.                                                                                                                                                                                                                                            |                                     |                                |                                             |                                      |



(Published \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to Chapter 35 Traffic, amending Section 35-651 of the Code of Ordinances for the Unified Government of Wyandotte County/Kansas City, Kansas.

**WHEREAS**, the Kansas Legislature passed Senate Bill No. 89 which increases the seatbelt fine to \$30 and requires the judge or clerk of the municipal court to remit the amount of \$20 from the fine imposed to the state treasurer, and

**WHEREAS**, an amendment to the Code of the Unified Government of Wyandotte County/Kansas City, Kansas is required to comply with state law.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS  
OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS:**

Section 1. That Section 35-651 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, be and is hereby amended to read as follows:

**Sec. 35-651. - Wearing seat belts required.**

(a) Except as provided in section 35-650 in [and in] subsection (b) of this section:

- (1) Each occupant of a passenger car manufactures with safety belts in compliance with federal motor safety standard no. 208, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion; and
- (2) Each occupant of a passenger car manufactures with safety belts in compliance with federal motor safety standard no. 208, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.

(b) This section does not apply to:

- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
- (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes;

(3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes.

(c) Law enforcement officers shall not stop drivers for violations of subsection (a) of this section by a back seat occupant in the absence of another violation of law. A citation for violation of subsection (a) of this section by a back seat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.

(d) ~~Persons violating subsection (a)(1) of this section shall be fined \$10.00. The fine for~~ violating subsection (a)(1) of this section shall be in the amount set by municipal court order.

(e) ~~Persons violating subsection (a)(2) of this section shall be fined \$60.00. The fine for~~ violating subsection (a)(2) of this section shall be in the amount set by municipal court order.

Section 2. This ordinance shall take effect and be in full force after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT  
OF WYANDOTTE COUNTY/KANSAS CIYT, KANSAS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mark Holland  
Mayor/CEO

ATTEST:

\_\_\_\_\_  
Unified Government Clerk

Approved as to form:

\_\_\_\_\_  
Meaghan Shultz, Assistant Counsel



# Staff Request for Commission Action

Tracking No. 171160

**Full Commission Meeting Date:** 6/29/17

**Committee:** Administration & Human Services

Date of Standing Committee Action: 6/26/17

(If none, please explain):

**Publication Required:** No

| <u>Date:</u> | <u>Contact Name:</u> | <u>Contact Phone:</u> | <u>Contact Email:</u>   | <u>Department/Division:</u> |
|--------------|----------------------|-----------------------|-------------------------|-----------------------------|
| 06/20/2017   | Robin H. Richardson  | x5774                 | rrichardson@wycokck.org | Urban Planning & Land Use   |

Item Description:

A resolution authorizing an agreement between the Unified Government of Wyandotte County/Kansas City, Kansas and the City of Mission, Kansas for the enforcement of zoning regulations, building codes and property maintenance for 3140 South 28th Street, Kansas City, Kansas. This action is in conjunction with Special Use Permit #SP-2017-4 which was approved by the Commission on March 30, 2017 for two years.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Mission SP20174 Reso, Interlocal Agreement

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) approved a special use permit (the “SUP”) to operate a commercial truck tire center at 31450 S. 28<sup>th</sup> St., Kansas City, Kansas (the “Property”) on March 30, 2017, subject to the adoption of an interlocal agreement between the Unified Government and the City Mission, Kansas (“Mission”) pertaining to enforcement of zoning, building and code enforcement regulations on the Property; and

WHEREAS, Mission’s City Council approved and adopted the interlocal agreement attached hereto as Exhibit A (the “Agreement”), on May 22, 2017;

WHEREAS, the Agreement will become effective upon its approval and execution by the Unified Government.

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

1. The Unified Government Mayor/CEO is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/ Kansas City, Kansas the above referenced Agreement with the City of Mission.

2. The Mayor, the County Administrator, and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED  
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
THIS 29<sup>th</sup> DAY OF JUNE, 2017.**

---

UNIFIED GOVERNMENT CLERK

**AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND THE CITY OF MISSION, KANSAS FOR THE ENFORCEMENT OF ZONING REGULATIONS, BUILDING CODES AND PROPERTY MAINTENANCE FOR 3140 S. 28<sup>TH</sup> STREET, KANSAS CITY, KANSAS.**

This Intergovernmental Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") by and between the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") and the City of Mission, Kansas ("Mission")(collectively "the Parties") both Parties having been organized under the laws of the State of Kansas.

WHEREAS, on November 29, 2016 Kevin Bowman of Best Drive, LLC ("the Applicant") submitted an application to the Unified Government for a special use permit to operate a commercial truck tire center business located at 3140 S. 28<sup>th</sup> St., Kansas City, Kansas; and

WHEREAS, the Property is located in both Kansas City, Kansas and Mission, Kansas. The address of the Property in Mission, Kansas is 6650 W. 47<sup>th</sup> Ter., Mission, Kansas; and

WHEREAS, the Kansas City, Kansas Parcel IDs are: KUPN 105-069-32-0-30-07-007-00-0 and 105-069-32-0-30-07-006-00-0. A parcel map of the Kansas City, Kansas portion of the Property is attached hereto as Exhibit A

WHEREAS, the Mission Parcel IDs are: KUPN 105-130-0-00-00-0002 and 105-130-0-00-00-0002A. A parcel map of the Mission portion of the Property is attached hereto as Exhibit B; and

WHEREAS, a plat of the Property is attached hereto as Exhibit C; and

WHEREAS, a legal description of the Property is attached hereto as Exhibit D; and

WHEREAS, a commercial truck tire center is an allowed use for the Property under Mission's Code of Ordinances. However, the use must be specially permitted under the Unified Government's Code of Ordinances.

WHEREAS, the Unified Government approved a special use permit (the "SUP") for the Property on March 30, 2017, subject to the adoption of an agreement between the Unified Government and Mission pertaining to enforcement of zoning, building and code enforcement regulations on the Property; and

WHEREAS, municipalities are authorized to enforce zoning regulations pursuant to state law, K.S.A. 12-741 through K.S.A. 12-771; and

WHEREAS, municipalities are authorized to incorporate building codes and property maintenance codes by reference pursuant to K.S.A. 12-3301, *et seq.*; and

WHEREAS, the Parties desire to cooperate and clarify how zoning, building code and property maintenance code enforcement with respect to the SUP will be handled for the Property in order provide consistent resolution of disputes, avoid duplication of services and conserve staff time and resources; and

WHEREAS, K.S.A. 12-2908 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purposes of clarifying how zoning, building code and property maintenance code enforcement will be handled with respect to the use of the Property under the SUP, to provide consistent resolution of disputes relating to the Property, to avoid duplication of resources and to conserve the Parties' staff time and resources.
2. UNIFIED GOVERNMENT CONTROL OVER ZONING MATTERS. The Parties agree that the Unified Government shall have exclusive jurisdiction and control over the following zoning, building code and property maintenance regulations with respect to the Property during such time as the SUP remains in effect:

- a. Adoption, renewal and revocation of the SUP and any other special use permits relating to the Property.
  - b. Enforcement of zoning codes under Chapter 27 of the Unified Government Code of Ordinances, including, but not limited to preliminary and final development plans, signage, noise, traffic and aesthetics.
  - c. Enforcement of building code regulations and property maintenance code regulations pursuant to K.S.A. 12-3301, *et seq.* and Chapter 8 of the Unified Government Code of Ordinances, including, but not limited to approval of building permits, environmental matters, illegal dumping, weeds and other blight remediation.
  - d. Appeals and requests for variances filed pursuant K.S.A. 12-759(d) and (e) pertaining to matters within the jurisdiction of the Unified Government Board of Zoning Appeals.
3. DURATION AND TERMINATION OF AGREEMENT. This Agreement shall be effective during such time as the SUP, as renewed or amended from time to time, remains valid. Upon the expiration of the SUP, this Agreement shall terminate. For purposes of this Agreement, the term “expiration” shall mean the later of: (i) the date on which the time period authorized by the SUP has run, and the Applicant has failed to file for a renewal of the SUP; or (ii) the date on which the Unified Government has either revoked or denied the Applicant’s request for renewal of the SUP, and the time period for appeal of such decision has run, or (iii) a decision upholding such revocation of denial has been issued by a court and Applicant’s time period to appeal such decision has run or the decision is by a court of final authority and may not be appealed further.
4. RESERVATION OF MISSION’S AUTHORITY; NO WAIVER. Nothing in this Agreement is intended to limit or waive Mission’s authority to enforce zoning regulations and police powers relating to the Property that have not been specifically waived herein.

5. AMENDMENTS. This Agreement may not be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it has been agreed to in writing and signed by both Parties.
6. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.
7. EFFECTIVE DATE. This Agreement shall become effective upon its adoption by the governing bodies of Mission and the Unified Government, and upon the signing of the Agreement by the mayors of Mission and the Unified Government.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

THE UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY,  
KANSAS

By \_\_\_\_\_  
Mark Holland  
Mayor/CEO

ATTEST:

\_\_\_\_\_  
Bridgette Cobbins  
Clerk of the Unified Government



CITY OF MISSION, KANSAS

By   
Steve Schowengerdt  
Mayor

ATTEST:

  
\_\_\_\_\_  
\_\_\_\_\_, CITY CLERK

**GeoSpatial Services**  
710 N 7th St, Suite 200 | Kansas City, KS 66101  
Ph: 913-573-2841 | [gss@wycokck.org](mailto:gss@wycokck.org)  
[www.wycokck.org/gss](http://www.wycokck.org/gss)



Parcel IDs  
Buildings  
Points of Interest  
Lakes  
Rivers  
Streams  
Parks\*  
Platted Parcel  
Unplatted Parcel  
ROW Parcel  
Municipal Boundaries  
Railroads

## Locator Map



## Notes

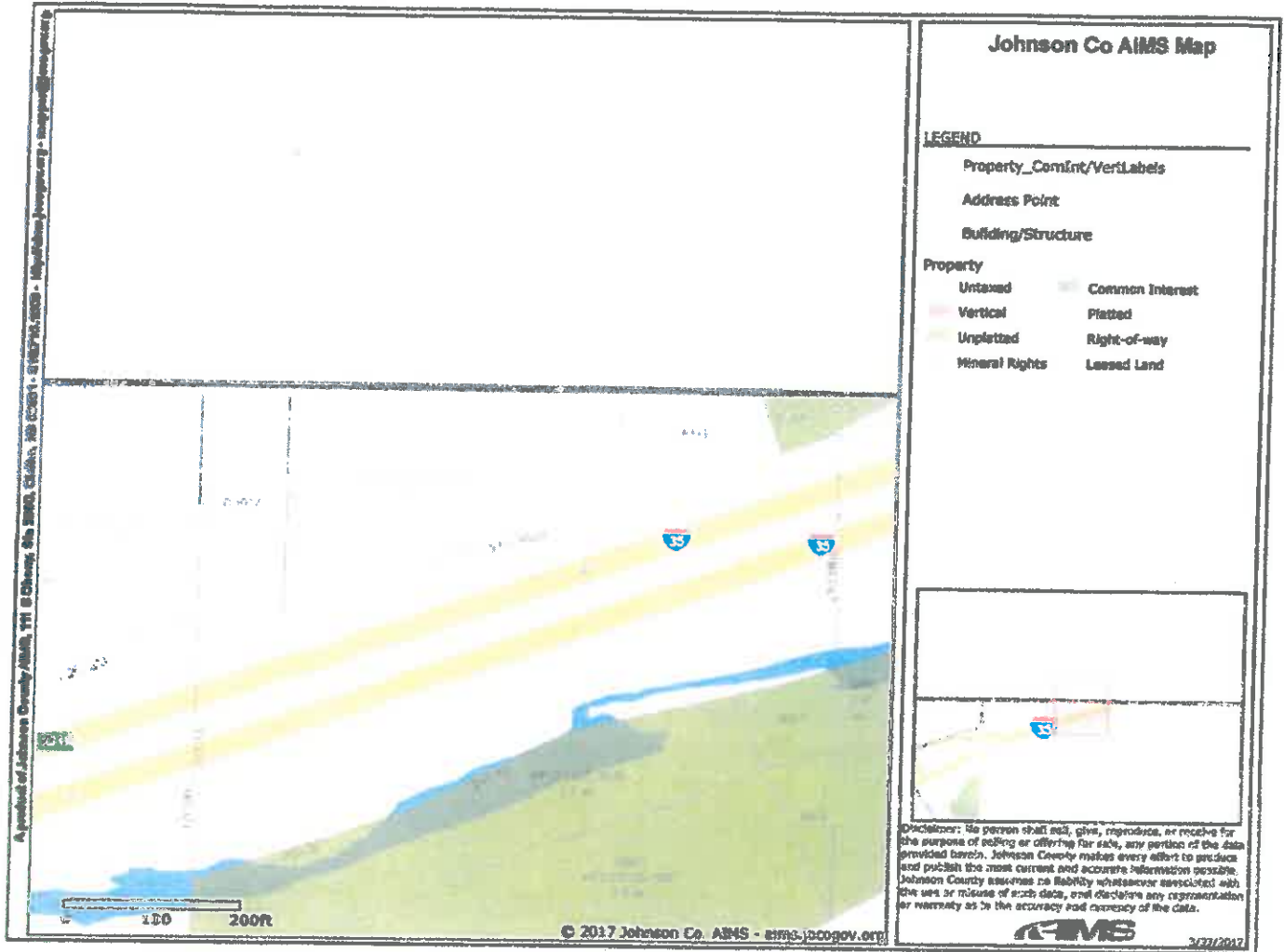
Map Print Date: 11/30/2016 5:07 PM

**Map Scale**  
**1: 939**



(c) 2015 United Government

**DISCLAIMER OF WARRANTY AND ACCURACY:** Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.



1. NAME John Doe SSN 123-45-6789 DOB 01/01/1950 POB NEW YORK, NY

2. ADDRESS 123 Main St City New York State NY Zip 10001

3. PHONE 212-555-1234 Mobile 917-555-5678 Work 212-555-9012

4. EMPLOYER ABC Corp Position Software Engineer Start Date 01/01/2010

5. EDUCATION High School College University of New York Graduation Date 05/15/2012

6. CRIMINAL RECORD Yes No Other None

7. REMARKS Subject is a male, white, 5'10", 180 lbs, brown hair, blue eyes. No tattoos or scars. No criminal record. No drug or alcohol use. No mental health issues. No other significant information.

8. DATE 01/01/2020 TIME 10:00 AM BY John Doe

9. SIGNATURE John Doe DATE 01/01/2020

10. OFFICIAL USE Print Name John Doe Signature John Doe DATE 01/01/2020

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34. OFFICIAL USE Print Name John Doe Signature John Doe DATE 01/01/2020

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41. SIGNATURE John Doe DATE 01/01/2020

42. OFFICIAL USE Print Name John Doe Signature John Doe DATE 01/01/2020

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44. DATE 01/01/2020 TIME 10:00 AM BY John Doe

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46. OFFICIAL USE Print Name John Doe Signature John Doe DATE 01/01/2020

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62. OFFICIAL USE Print Name John Doe Signature John Doe DATE 01/01/2020

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64. DATE 01/01/2020 TIME 10:00 AM BY John Doe

65. SIGNATURE John Doe DATE 01/01/2020</

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1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation. The investigator must also identify the objectives of the investigation. The objectives of the investigation are the goals that the investigator wants to achieve. The objectives of the investigation are the goals that the investigator wants to achieve.

2. The second step in the process of the investigation is the collection of data. This is done by the investigator who is responsible for the investigation. The investigator must collect data that is relevant to the problem. The investigator must also collect data that is reliable and valid. The investigator must also collect data that is complete and accurate. The investigator must also collect data that is timely and relevant.

3. The third step in the process of the investigation is the analysis of data. This is done by the investigator who is responsible for the investigation. The investigator must analyze the data that has been collected. The investigator must also analyze the data that has been collected. The investigator must also analyze the data that has been collected. The investigator must also analyze the data that has been collected.

4. The fourth step in the process of the investigation is the interpretation of data. This is done by the investigator who is responsible for the investigation. The investigator must interpret the data that has been analyzed. The investigator must also interpret the data that has been analyzed. The investigator must also interpret the data that has been analyzed. The investigator must also interpret the data that has been analyzed.

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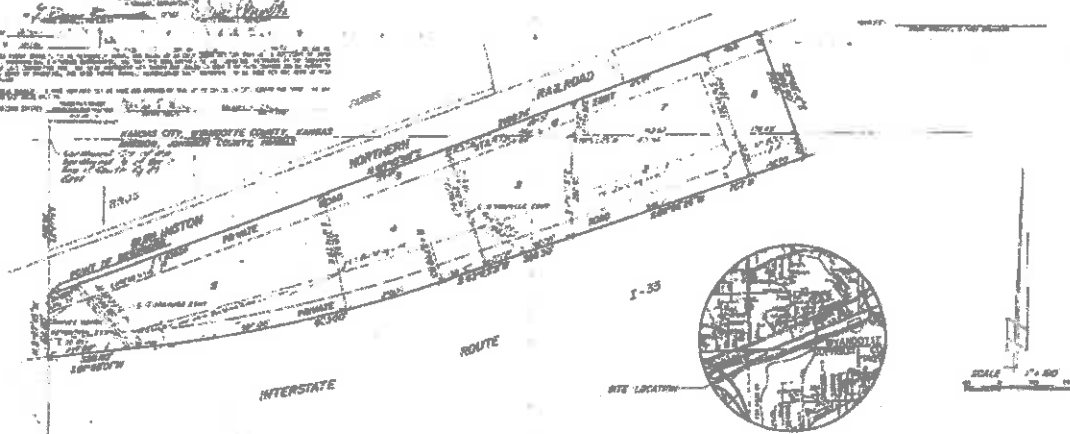
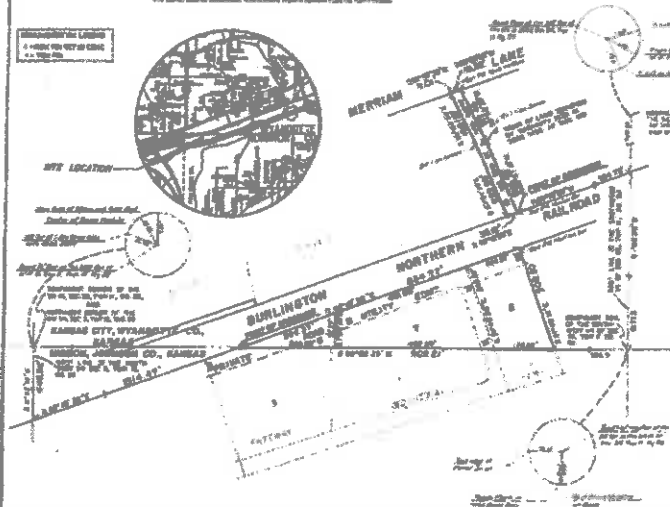
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9. The ninth step in the process of the investigation is the follow-up of the investigation. This is done by the investigator who is responsible for the investigation. The investigator must follow-up the investigation. The investigator must also follow-up the investigation. The investigator must also follow-up the investigation. The investigator must also follow-up the investigation.

10. The tenth step in the process of the investigation is the reporting of the results of the investigation. This is done by the investigator who is responsible for the investigation. The investigator must report the results of the investigation. The investigator must also report the results of the investigation. The investigator must also report the results of the investigation. The investigator must also report the results of the investigation.

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DATE: 01/26/2011 BY: [Signature] FOR: [Signature]

DECLASSIFICATION AUTHORITY: 25 USC 552, 552A

*Handwritten:* Please send me  
Page 71 & 94

#SP-2017-4

**January 9, 2017**

Legal Description – 3140 S 28<sup>th</sup> St, Kansas City, KS 66106

4 Parcels (2 in Wyco, and 2 in JOCO)

- FREEWAY INDUSTRIAL PARK LT 2 EX W 100' MIC 1018 2
- FREEWAY INDUSTRIAL PARK W 100'LT 2 MIC 101A 1 2A
- FREEWAY INDUSTRIAL PARK, S32, T11, R25, ACRES 1.08, L7 LS N 50FT & E 35FT
- FREEWAY INDUSTRIAL PARK, S32, T11, R25, ACRES 0.59, N 50FT & E 35FT L7



# Staff Request for Commission Action

Tracking No. 171177

**Full Commission Meeting Date:** 6/29/17

**Committee:**

Date of Standing Committee Action: NA  
(If none, please explain):

**Publication Required:** No

|                            |                                   |                                |                                            |                                                       |
|----------------------------|-----------------------------------|--------------------------------|--------------------------------------------|-------------------------------------------------------|
| <u>Date:</u><br>06/21/2017 | <u>Contact Name:</u><br>Doug Bach | <u>Contact Phone:</u><br>x5027 | <u>Contact Email:</u><br>dbach@wycokck.org | <u>Department/Division:</u><br>Administrator's Office |
|----------------------------|-----------------------------------|--------------------------------|--------------------------------------------|-------------------------------------------------------|

Item Description:

Designate Emerick Cross as the voting delegate for the UG at the National Association of Counties (NACo) 82nd Annual Conference to be held in Franklin County, Ohio.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

NACo Info





## MEMORANDUM

### ELECTION OF NACo OFFICERS AND VOTING ON POLICY

To: County Board Chairpersons, Parish Presidents, Borough Mayors,  
County Judges, Elected County Executives and County Clerks  
From: Bryan Desloge, NACo President  
Date: May 26, 2017  
Subject: Voting Credentials – 2017 Annual Conference

NACo is preparing for the 82nd Annual Conference to be held ~~July 21-24, 2017~~ in Franklin County, Ohio. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JULY 7.**

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

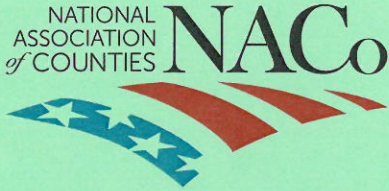
Alex Koroknay-Palicz - Fax (866) 370-9421

Credentials Committee  
Attn: Alex Koroknay-Palicz  
National Association of Counties  
660 North Capitol St, NW, Suite 400  
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or [akpalicz@naco.org](mailto:akpalicz@naco.org). We look forward to seeing you in Franklin County!





**Credentials Committee / NACo**  
Attn: Alex Koroknay-Palicz  
660 North Capitol St, NW,  
Suite 400  
Washington, DC 20001

Title \_\_\_\_\_



## Credentials Checklist

Please use the following checklist before returning the credentials form.

☐ **YES** ☐ **NO** Has my county/parish/borough paid its 2017 NACo dues?

*If no, please contact NACo's Membership department at 888.407.NACo (6226). 2017 dues must be paid before votes may be cast.*

☐ **YES** ☐ **NO** Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the annual conference?

*If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.*

**If you have answered "YES" to both of the above questions, please continue.**

☐ **YES** ☐ **NO** Has my county designated a voting delegate and alternate, if applicable?

*Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.*

☐ **YES** ☐ **NO** Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive, etc.) signed the credentials form?

*If you have answered **yes** to **all** questions, please either fax, mail **or** scan and e-mail the credentials form by Friday, July 7, 2017 to:*

Alex Koroknay-Palicz  
Fax # (866) 370-9421

**Or:**

Credentials Committee  
Attn: Alex Koroknay-Palicz  
National Association of Counties  
660 North Capitol St., NW, Suite 400  
Washington, DC 20001

**Or:**

[AKPalicz@naco.org](mailto:AKPalicz@naco.org)

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: [akpalicz@naco.org](mailto:akpalicz@naco.org)



# Staff Request for Commission Action

Tracking No. 171198

**Full Commission Meeting Date:** June 29, 2017

**Committee:** Full Commission

Date of Standing Committee Action: None  
(If none, please explain):

**Publication Required:** No

| Date:      | Contact Name: | Contact Phone: | Contact Email:        | Department/Division: |
|------------|---------------|----------------|-----------------------|----------------------|
| 06/23/2017 | Jon Stephens  | x5749          | jstephens@wycokck.org | Economic Development |

Item Description:

The Village West area is the Number One tourist attraction in Kansas, drawing millions of visitors a year for shopping, dining and sporting events. The Kansas City T-Bones have been an integral part of that tourism mix since Village West began.

The Kansas City T-Bones generate a direct and indirect economic impact of \$4.2-million a year for Wyandotte County. As new attractions have been added, attendance at the T-Bones games have declined over the past few years. In 2014, the Unified Government took over ownership of the Community America Ball Park, making the T-Bones a tenant.

The Unified Government has negotiated a new contract with the ownership of the T-Bones, changing the arrangement from the team leasing the stadium, to the team being a manager of the stadium. This new contract restructures payments from the T-Bones to the Unified Government, taking into account the decreased attendance and revenues. It is anticipated this new contract arrangement will successfully assist the T-Bones in making timely payments for use of the stadium and repay outstanding debts.

The change in management structure is also anticipated to save the Unified Government \$240,000 a year in property taxes which the State of Kansas now requires to be paid on the stadium.

Action Requested:

Approve the Management Agreement, Termination of Lease and Second Amendment to REA

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Authorizing Resolution, Management Agreement, Termination of Lease, Second Amendment to REA

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) and the T-Bones Baseball Club, LLC (the “T-Bones”)(collectively, the “Parties”) entered into that certain Lease Agreement dated February 21, 2014 (the “Lease”) with respect to the real property described in Exhibit A therein (the “Property”) owned by the Unified Government.

WHEREAS, the Parties now desire to renegotiate the terms of the Lease and enter into a Management Agreement, whereby the T-Bones would be the Manager of the Property.

WHEREAS, a public hearing was held on June 29, 2017, with respect to the proposed Management Agreement, Termination of Lease and Second Amendment to REA (collectively, the “Agreements”), attached hereto as Exhibits A, B and C.

WHEREAS, the Unified Government hereby approves the Agreements in substantially the form presented in the attached exhibits.

WHEREAS, the Agreements will become effective upon their approval and execution by the Unified Government.

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

1. The Unified Government Mayor/CEO is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/ Kansas City, Kansas the above referenced Agreements.

2. The Mayor, the County Administrator, and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED  
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
THIS 29<sup>th</sup> DAY OF JUNE, 2017.**

---

UNIFIED GOVERNMENT CLERK

**MANAGEMENT AGREEMENT**

**BETWEEN**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**("OWNER")**

**AND**

**T-BONES BASEBALL CLUB, LLC,  
A MINNESOTA LIMITED LIABILITY COMPANY**

**("MANAGER")**

**FOR THE MANAGEMENT OF**

**COMMUNITYAMERICA BALLPARK**

**\_\_\_\_\_, 2017**



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## **MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2017 (the "***Effective Date***"), is made by and between UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, with an office at 701 North 7th Street, 9th Floor, Kansas City, Kansas 66101 ("***Owner***"), and T-BONES BASEBALL CLUB, LLC, a Minnesota corporation, with an office at 1800 Village West Parkway, Kansas City, Kansas 66111 ("***Manager***").

### **ARTICLE 1** **ATTACHMENTS TO AGREEMENT; EXHIBITS**

Attached to this Agreement and hereby made a part hereof are the following:

**EXHIBIT A** – a description of the tract of land constituting the Premises.

**EXHIBIT B** – a description of the tract of land constituting the Center.

**EXHIBIT B-1** – a description of Manager's Property and Trade Fixtures.

**EXHIBIT C** – a site plan (the "Site Plan") of the Premises and the Center showing (i) the location of the Stadium Facility, and (ii) the Center of which the Premises are a part, and (iii) the location of any other buildings and improvements constructed or to be constructed, if known, within the Center by any person or entity.

**EXHIBIT D** – a description of the Stadium Facility and the improvements constructed on the Premises.

**EXHIBIT E** – a listing of Restrictive Agreements.

**EXHIBIT F** – exclusions from Ticket Tax.

**EXHIBIT G** – excluded Ancillary Events.

**EXHIBIT H** – Owner's Equipment.

**EXHIBIT I** – Certain Past Due Obligations

### **ARTICLE 2** **DEFINITIONS**

2.1 Definitions. The following terms for purposes of this Agreement shall have the meanings hereinafter specified (additional terms may be defined elsewhere in the Agreement):

"***ADA***" means the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12.101, et seq.

"**Affiliate**" means as applied to a person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity.

"**Ancillary Events**" is defined in Section 8.2.

"**Ancillary Uses**" is defined in Section 8.2.

"**Annual Ticket Tax**" means the total sum of the Ticket Tax (as defined herein) collected on all tickets sold during a Season (as defined herein).

"**Capital Expenditures**" shall mean those costs and expenses described in Section 13.3 herein.

"**Center**" means the tract of land described on **Exhibit B** and identified on the Site Plan where the Stadium Facility is located, together with any buildings, Common Facilities and other improvements thereon, as the Center is constituted from time to time.

"**Code**" means the Internal Revenue Code of 1986, as the same may be amended or supplemented, and the rules and regulations promulgated thereunder.

"**Commencement Date**" is defined in Section 4.1.

"**Common Facilities**" includes, if applicable, all parking areas, streets, driveways, curb cuts, access facilities, aisles, sidewalks, malls, landscaped areas, sanitary and storm sewer lines, water, gas, electric, telephone and other utility lines, systems, conduits and facilities and other common and service areas within the Center, all as more particularly defined in the REA and the other Restrictive Agreements, whether or not shown on the Site Plan, and regardless of by whom owned.

"**Common Facilities Expense**" means, to the extent covered by or levied under the REA or any other Restrictive Agreement, all expenses, fees, assessments and costs in connection with operating, maintaining, repairing, insuring, lighting, protecting and securing the Common Facilities.

"**Default Rate**" means the lesser of (i) the per annum interest rate from time to time publicly announced by Security Bank of Kansas City as its base rate (i.e., its Prime Rate) plus four percent (4%) or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Agreement at the Default Rate. If Security Bank should cease to publicly announce its base rate, the Prime Rate hereunder shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate.

"**Effective Date**" is the date first above written.

"**Fiscal Tax Year**" is defined in Section 6.2.

"**Force Majeure**" is defined in Article 24.

**"Governmental Authorities"** means all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof, including the Owner, having or claiming jurisdiction over all or any part of the Center (if applicable) or the Stadium Facility or the use thereof.

**"Hazardous Substances"** is defined in Section 12.4.

**"Knowledge"** means the actual knowledge of Owner without duty of inquiry or investigation.

**"Owner's Equipment"** shall mean the personal property and equipment described on **Exhibit H** attached hereto.

**"Laws"** means all present and future requirements, administrative and judicial orders, laws, statutes, ordinances, codes, rules and regulations of any Governmental Authority, including, but not limited to the ADA.

**"Agreement Year"** means a period of twelve (12) full calendar months. The first Agreement Year shall begin on the first day of the calendar month following the Commencement Date, unless the Term commences on the first day of a calendar month, in which case the first Agreement Year shall begin on the Commencement Date. Each succeeding Agreement Year shall commence on the anniversary of the first Agreement Year.

**"Premises"** means the Stadium Facility, the land thereunder described on **Exhibit A** attached hereto, and all improvements, fixtures, appurtenances, rights, and easements, including, without limitation, all rights of Owner under the REA and any other agreement giving the owner of the Stadium Facility parking rights under the Restrictive Agreements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Manager in this Agreement, excluding, however, Manager's Property as defined below.

**"Monthly Ticket Tax Payment"** is defined in Section 5.1.

**"Mortgage"** means any mortgage or deed of trust or other instrument in the nature thereof evidencing a security interest in the Premises or any part thereof.

**"Operating Expenses"** shall mean all costs and expenses described in Section 6.1.

**"REA"** means that certain Baseball Stadium Declaration of Reciprocal Easements, Covenants and Restrictions dated February 6, 2003, recorded on February 9, 2006, in the office of the Register of Deeds of Wyandotte County, Kansas, as Document No. 2006R-03252; as amended by that certain Baseball Stadium Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions recorded on July 18, 2008, in the office of the Register of Deeds of Wyandotte County, Kansas, as Document No. 2006R-07551, affecting the Premises.

**"Related Agreement"** means any agreement between Owner, or an Affiliate of Owner, and Manager, or an Affiliate of Manager.

"**Restrictive Agreements**" means those certain reciprocal easement agreements, operating agreements, development agreements, easement agreements and/or other similar agreements and instruments that govern and regulate the development of the Premises, including, without limitation, the REA and all other agreements described on **Exhibit E** attached hereto and by this reference made a part hereof.

"**Season**" shall mean May 15th through two weeks following Labor Day of each Agreement Year.

"**Stadium Facility**" means the multi-sport athletic facility located on the Premises described on **Exhibit D**.

"**Taxes**" is defined in Section 6.2.

"**Taxes Applicable to Premises**" is defined in Section 6.2.

"**Manager's Operating Covenant**" is defined in Section **Error! Reference source not found.**

"**Manager's Property**" is defined in Article 11.

"**Manager's Signs**" is defined in Section 20.2.

"**Term**" and "**Term of this Agreement**" is defined in Section 4.1.

"**Ticket Tax**" shall mean the \$0.50 tax assessed on each ticket sold by or through Manager as set forth in Section 5.1.

### **ARTICLE 3** **APPOINTMENT OF MANAGER**

3.1 **Appointment of Manager as Manager of the Stadium Facility.** Owner hereby appoints and engages Manager, and Manager hereby accepts appointment, on the terms and conditions hereinafter provided, as manager to maintain, manage, supervise and operate the Premises on Owner's behalf.

3.2 **Appointment.** Subject to the terms and agreements herein contained, Owner hereby engages Manager as the exclusive property manager for the Premises, and hereby authorizes manager to exercise such powers with respect to the Premises as are specifically provided herein. Manager hereby accepts such engagement on the terms and conditions hereinafter set forth. Manager shall have no right or authority, express or implied, to commit or otherwise obligate Owner or to encumber the Premises in any matter whatsoever except to the extent specifically provided herein. Manager acknowledges that it is an independent contractor and not an employee of Owner. Manager shall have no interest in the Premises, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of its obligations under this Agreement. Nothing contained in this Agreement or in the relationship of Owner and Manager shall be deemed to constitute a partnership, joint venture, or any other relationship between Owner and Manager except as limited by the terms of this Agreement. Manager's authority is limited to

performing the services in accordance with the terms in this Agreement. Manager does not have any authority to execute any contracts for or on behalf of Owner.

3.3 **Employees, Independent Contractor**. Manager shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, safely and economically manage, operate, maintain and account for the Premises. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Manager or Manager's subcontractor(s), as the case may be, which shall be in all respects the employer of such personnel. Manager shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Furthermore, Manager represents and warrants that it and its employees (and, if applicable, subcontractors and their respective employees) presently hold all licenses and permits legally required for it to perform its obligations under this Agreement, and Manager hereby covenants and agrees to maintain all such licenses and permits during the term of this Agreement. As it relates to Manager's personnel arrangements, this Agreement is not one of agency by Manager for Owner but one with Manager engaged independently in the business of employing individuals on its own behalf as an independent contractor, and Owner shall have no liability with respect thereto.

3.4 **No Representations by Owner**. Manager hereby acknowledges and agrees that it was the owner and operator of the Premises for more than ten (10) years and that it was the tenant and operator of the Premises for more than three (3) years prior to the Commencement Date of this Agreement. Accordingly Manager hereby accepts the Premises in its "as is, where is" condition as of the Commencement Date. Manager acknowledges and agrees that Owner has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, of, as to, concerning, or with respect to, (i) the value, nature, quality or condition of the Premises, including, without limitation, the water, soil and geology; (ii) the suitability of the Premises for any and all activities and uses which may be conducted thereon; (iii) the compliance of or by the Premises with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises, or (v) any other matter with respect to the Premises, and specifically, Owner has not made, does not make and specifically negates and disclaims any representations or warranties regarding compliance of the Premises with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including without limitation, those pertaining to solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Premises, of any hazardous substances, as defined by The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder. Manager shall rely solely on its own investigation of the Premises and not on any information provided or to be provided by Owner, its directors, contractors, agents, employees or representatives. Owner shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Premises or the operation thereof, furnished by any party purporting to act on behalf of Owner.

## **ARTICLE 4**

### **TERM**

4.1 **Term.** The Term of this Agreement shall commence on the Effective Date (the "***Commencement Date***"), and shall expire at midnight on October 31, 2022, unless sooner terminated or otherwise extended as provided for by this Agreement (the "***Expiration Date***"). On the Expiration Date, Manager shall vacate the Premises in good order and repair, as the Premises may have been improved during the Term, ordinary wear and tear excepted.

4.2 **Continued Possession of Manager.** If Manager fails to vacate the Premises on or before the termination or expiration of the Term, then Manager shall, in addition to the amounts hereinafter set forth, indemnify and hold Owner harmless from any and all damages and expenses, including any consequential damages and attorneys' fees, that Owner may incur by reason of Manager's holding over. Except in the case of default, Manager shall have thirty (30) days after such notice of termination by either party to remove Manager's Property, and any of Manager's Property not so removed shall be deemed abandoned. Manager shall repair any structural damage to the Stadium Facility caused by the removal of Manager's Property or any of its licensees' property.

#### **4.3 Certain Owner Rights on Termination**

(a) Upon termination or expiration of the Term of this Agreement, Owner or its agent shall thereafter have the right to enter the Premises at all reasonable times for the purpose of exhibiting the Premises to others during the period commencing one hundred eighty (180) days prior to the expiration of the Term. After the end of the Season, which is prior to the expiration of the Term, Owner may place "for sale" or other notices on signs. Manager hereby waives any notice to vacate upon the expiration or other termination of this Agreement.

(b) Upon the expiration or earlier termination of this Agreement, Manager shall, at the option of Owner, transfer to and relinquish to Owner or Owner's nominee and reasonably cooperate with Owner or Owner's nominee in connection with the processing by Owner or such nominee of all government licenses, operating permits, and other governmental authorization and all assignable service contracts, which may be necessary or appropriate for the operation by Owner or such nominee of the Premises, excluding any service contracts related to the operation of Manager's baseball club.

4.4 **Options to Renew.** The parties may renew this Agreement for an additional two (2) three (3) year terms. Manager shall provide Owner written notice of its request to renew for another term no later than two hundred seventy (270) days prior to the end of each term. Owner shall inform Manager of its decision whether to accept, at its complete discretion, renewal of the term no later than ninety (90) days after receipt of the Manager's notice. However, failure of Owner to respond within such time shall in no way indicate acceptance of the request for renewal. Renewal of the term shall only occur upon written notice by Owner of Owner's acceptance and agreement to such renewal. If Manager gives such notice, and Owner accepts the renewal, the

Agreement shall be renewed up to two (2) three year terms without the need for execution of an extension or renewal agreement.

4.5 **Protection Against Forfeiture.** It is the intention of the Parties to avoid forfeiture of the Manager's right to extend the term of this Agreement pursuant to any of the renewal provisions set forth in Article 4.4 above through unintended failure of the Manager to give notice of exercise within the time prescribed or Owner's failure to provide written notice of acceptance within the time prescribed. Accordingly, subject to Owner's right to decline such option rights at its complete discretion as set out in Article 4.4 above, if the Manager shall fail to give notice of exercise of any such renewal option within the time prescribed in Article 4.4, then the original time to give such notice shall be deemed extended for an additional period commencing on the last day on which such notice by the Manager may be timely given and ending thirty (30) days after the date Owner gives the Manager written notice of the Manager's failure to exercise such renewal within the original time prescribed. If the Manager exercises any such option after the date prescribed in Article 4.4 but within the extended time permitted hereunder, the extended term to which such renewal relates shall commence, or shall be deemed to have commenced, at the time it would have commenced if such renewal notice had been given by the Manager within the original time prescribed in Article 4.4; otherwise, any period during which the Manager remains in possession after the expiration of the term hereby created, or as extended by the exercise of a previous option, shall be subject to the provisions of Article 4.2 [Continued Possession of Manager.] If Owner fails to provide written acceptance of renewal within the time provided for in Article 4.4 of this Agreement, then the original time for acceptance shall be extended for an additional period commencing on the last day on which such notice may be timely given and ending thirty (30) days after the date the Manager gives Owner written notice of Owner's failure to accept such renewal within the original time prescribed. However, any such written notice by Manager of Owner's failure to accept such renewal shall in no way bind Owner or limit or proscribe Owner's rights with respect to the use of Premises or Owner's rights to enter into any other agreements with any other entities with respect to the Premises.

## **ARTICLE 5**

### **TICKET TAX; ANCILLARY EVENTS**

5.1 **Ticket Tax.** Manager hereby agrees to pay to Owner, or Owner's designee, a Ticket Tax in the amount of \$0.50 for each ticket sold by or through Manager for an event of any kind at the Premises for which a ticket is required for admittance, but excluding all tickets sold in connection with the use of the Stadium Facility by a High School Team under Section 8.5 herein, and all tickets of the type listed on **Exhibit F**. For purposes hereof, Owner's initial designee to receive the Ticket Tax from Manager shall be Wyandotte County Parks Foundation, which shall receive such Ticket Tax from Manager on behalf of the Owner. Manager shall pay all such Ticket Tax directly to the T-Bones Uncommitted Recreation Fund ("TURF") for the benefit of the Owner's Parks and Recreation Department unless and until such time as the Owner shall provide Manager with written notice that it elects another designee for the Ticket Tax. Further, the Ticket Tax shall be paid by Manager as follows:

(a) **Monthly Payment.** Commencing on the first day of the month following the Effective Date of this Agreement and on the first day of each month thereafter (which

first payment shall include payment of all Ticket Tax accruing from January 1, 2017, through and including the last day of the month which is one month prior to such due date), Manager shall timely pay, by check, to the Parks Department, the amount of the Ticket Tax based upon actual ticket sales subject to the Ticket Tax for the month ending one month prior to such due date (the "**Monthly Ticket Tax**").

(b) Audit Rights. Owner shall have the right, not more frequently than once each year, to inspect or audit, at Owner's sole cost and expense, Manager's ticket sales records to confirm the amount of Annual Ticket Tax collected. Any deficiency in such Annual Ticket Tax which is revealed by such audit shall be paid over by Manager within thirty (30) days of such audit with interest at the Default Rate. If any such audit discloses that Manager has understated Annual Ticket Tax by more than three percent (3%) and Owner is entitled to any additional Ticket Tax as a result of such understatement, then Manager shall promptly pay to Owner the cost of such audit and an automatic audit of the immediately following Agreement Year.

(c) Termination. If Owner exercises its rights to terminate the Agreement pursuant to Article 19, Manager's obligation to collect and pay the Ticket Tax shall cease on the date on which this Agreement terminates.

5.2 **Owner's Share of Ancillary Events Net Profit.** Manager shall pay Owner " ), an amount for each Agreement Year equal to twenty-five percent (25%) of the Ancillary Event Net Profit (defined below) for Ancillary Events held in such Agreement Year (the "Owner's Share of Ancillary Event Net Profit"). Within sixty (60) days following the end of each Agreement Year, Manager shall furnish Owner with a statement, verified by a corporate officer of Manager, showing the amount of Ancillary Event Net Profit for the preceding Agreement Year, which statement shall be accompanied by Manager's payment of Owner's Share of Ancillary Event Net Profit, if any is due.

(a) The term "Ancillary Event **Net Profit**" shall mean: the entire amount of the price charged, whether wholly or partially in cash or on credit, or otherwise, for all admission tickets, goods, wares, merchandise and chattels of any kind sold, by Manager in connection with Ancillary Events (as defined in Section 8.2) and Ancillary Uses (as defined in Section 8.2) related to the Ancillary Events excluding those events listed in **Exhibit G**, less and except all costs and expenses incurred by Manager in advertising, promoting, staging, holding, producing, sponsoring and operating any such Ancillary Events in or upon the Stadium Facility.

(b) Manager shall ensure that the business of Manager conducted at or from the Premises is operated such that the following books and records (collectively, "**Manager's Records**") are prepared, preserved and maintained in accordance with generally accepted accounting principles: (i) general ledger or summary record of all receipts and disbursements from operations in, at or from the Premises, (ii) state and local sales and use tax returns, and (iii) such other records that would normally be kept pursuant to generally accepted accounting principles, or as the Owner may reasonably require in order to determine Ancillary Event Net Profit hereunder. Manager shall retain Manager's Records at the Premises or at the home or regional office of Manager for at least one (1) year from



the end of the Agreement Year to which they are applicable or, if any audit is required or a controversy should arise between the parties regarding Ancillary Event Net Profit, until such audit or controversy is terminated, even though such one (1) year retention period may be after the expiration of the Term or earlier termination of this Agreement.

(c) Manager shall provide Owner with an annual statement of Ancillary Event Net Profit certified by an officer, member or manager of Manager within twenty (20) days after the end of Agreement Year, signed by an authorized representative, which shall show Net Profit and an itemization of any exclusions or deductions therefrom for such Agreement Year. If any Owner's Share of Ancillary Event Net Profit is due for such Agreement Year, the payment shall accompany such statement. Such statement shall be certified to be true, complete and correct by an authorized representative of Manager.

(d) Ancillary Event Net Profit shall not include, or if included, there shall be deducted (but only to the extent they have been included), as the case may be, (i) the net amount of cash or credit refunds, where the merchandise sold or some part of it is returned by the purchaser to and accepted by Manager (but not exceeding in any instance the selling price of the item in question); (ii) the amount of any sales tax, use tax or retail excise tax which is imposed by any duly constituted governmental authority directly on sales and which is added to the selling price (or absorbed therein) and is paid to the taxing authority by Manager (but not any vendor of Manager); (iv) amounts paid to or retained by concessionaires under agreements with Manager; and (v) other amounts normally excluded under generally accepted accounting principles in determining Net Profit. In addition, in calculating the Ancillary Event Net Profit attributable to ticket sales, Manager shall be permitted to deduct from the gross ticket sales any agency commissions paid to independent third parties for selling tickets and surcharges for tickets purchased by use of credit cards, but only to the extent such commissions or surcharges are actually remitted to independent third parties.

(e) Owner shall have the right, not more often than once each year, to audit Manager's records of Ancillary Event Net Profits, but only for the purpose of ascertaining the amount of the Net Profits during the preceding Agreement Year. Such audit shall be made on behalf of Owner by a certified public accountant to be selected by Owner. If Owner wishes to audit Manager's records for any Agreement Year, Owner shall notify Manager and proceed with such audit within twelve (12) months after the end of the Agreement Year in question. If such audit reveals that Manager underpaid such Owner's Share of Ancillary Event Net Profit for such Agreement Year, Manager shall, within thirty (30) days following the audit, pay any additional amount owing with interest at the Default Rate. Should Owner fail to exercise the right to audit the records of Manager within twelve (12) months after the end of any Agreement Year, then Owner shall have no further right to audit the records of Manager for such Agreement Year, and Manager's statement of Ancillary Event Net Profits for such Agreement Year shall conclusively be deemed to be correct. Any such audit by Owner shall be at Owner's own expense, except as hereinafter provided. If any such audit discloses that Manager has understated the Ancillary Event Net Profits for such Agreement Year by more than three percent (3%) and Owner is entitled to any additional Owner's Share of Ancillary Event Net Profit as a result of such understatement, then Manager shall promptly pay to Owner the cost of such audit and an

automatic audit of the immediately following Agreement Year. Manager shall, in any event, pay Owner the amount of any deficiency in Owner's Share of Ancillary Event Net Profit.

## **ARTICLE 6** **EXPENSES**

6.1 **Payment of Operating Expenses.** In addition to Manager's obligation to pay the Owner's Share of Ancillary Event Net Profit, the Ticket Tax and the other charges and obligations to Owner under this Agreement, Manager shall timely pay any and all costs (other than those specifically set forth in Section 13.3 hereof) incurred or accrued, including, but not limited to operating, managing, administering, equipping, securing, protecting, insuring, ventilating, lighting, repairing, renewing, cleaning, maintaining, decorating, and inspecting the Premises for events Manager holds at the Premises ("***Operating Expenses***"), and any other expenses related to the operation of the Stadium Facility and/or the Premises, whether or not specifically mentioned in this Agreement. Without limiting the generality of the foregoing, Manager hereby agrees that it shall pay all salaries, wages and benefits of the employees of Manager, all advertising, marketing and promotional expenses, and all game day expenses associated with ushers, ticket takers, security, traffic management, EMT services and other similar game-day costs.

### 6.2 **Owner's Taxes.**

(a) As used in this Article, the following terms shall have the following meanings:

(i) "***Fiscal Tax Year***" means the twelve (12) month period established as the ad valorem tax year by the taxing authority having jurisdiction over the Center.

(ii) "***Ad Valorem Taxes***" means ad valorem real property taxes and assessments, special or otherwise, levied upon or with respect to the Premises by any Governmental Authorities.

(iii) "***Other Taxes***" means all taxes, assessments (excluding Ad Valorem Taxes) and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, whether imposed by any Governmental Authorities, which are levied on or charged against Owner's personal property, and any other taxes and assessments attributable to the operation of the Premises or any tax or assessment or governmental charge imposed or collected in lieu of or in substitution for any such tax, assessment or governmental charge, including, without limitation, all impact fees, development fees, traffic generation fees, and parking fees in respect of any Fiscal Tax Year falling wholly within the Term of this Agreement, equal to the proportion which the number of days of such Fiscal Tax Year falling within the Term of this Agreement bears to the total number of days of such Fiscal Tax Year; excluding, however, any income, franchise, corporate, capital levy, capital stock, excess profits, transfer, revenue,

estate, inheritance, gift, devolution or succession tax payable by Owner or any other tax, assessment, charge or levy, except to the extent any such tax, assessment, charge or levy is imposed in substitution for any assessment.

(b) If and to the extent that the Premises are not exempt from Ad Valorem Taxes by virtue of Owner's ownership of the Premises, then Owner shall pay all Ad Valorem Taxes for the Premises prior to their delinquency. Owner shall pay all Other Taxes for the Premises directly to the appropriate taxing authorities prior to their delinquency.

6.3 **Payment of Certain Utility Expenses.** Manager hereby agrees to pay an amount equal to fifty percent (50%) of the total charges of all charges for sanitary sewer service and one-hundred percent (100%) of the total charges of all charges for stormwater, sales taxes and payment-in-lieu of taxes ("PILOT") fees used in the Stadium Facility and the Premises, and to pay the water and electric rates as set forth in Section 6.3 (c) (the "***Utility Expenses***"), which shall be paid as follows:

(a) **Monthly Payment.** Utilities for the Property shall be held in the name of the Owner. Owner shall present Manager with a copy of the bill from the Board of Public Utilities for the Utility Expenses or other applicable provider within fifteen (15) days of its receipt by Owner. Manager shall pay Owner the Utility Expenses within fifteen (15) days thereafter.

(b) **Conservation of Expense.** In order to reduce electrical consumption, Owner and Manager agree to employ such strategies as are reasonable and practical to minimize consumption of and cost of electrical service at the Stadium Facility. Manager shall be free to convert current uses at the Stadium Facility which use electricity to natural gas if Manager so decides at Manager's sole cost and expense.

(c) **Electric, Water, ERC and ESC Charges..** With respect to the electric, water, Energy Rate Component ("ERC") and Environmental Surcharge ("ESC") charges, charges for the Property shall be calculated as follows:

- (i) The electric portion of the utility bill will be calculated at a flat rate of 6.5 cents per kilowatt hour (kWh).
- (ii) The water portion of the utility bill will be calculated at the BPU's wholesale rate of \$1.77 per CCF.
- (iii) The ERC and ESC will remain at the rate structure existing as of the Effective Date of this Agreement.

(d) **Other Utility Expenses.** Notwithstanding anything to the contrary in this Section 6.3, Manager shall contract directly with the appropriate service providers for all telephone, cable television, natural gas, satellite, internet and all other services and other utilities servicing the Premises, and Manager shall be responsible for all charges associated with such services and utilities ("Other Utility Expenses").

(e) Within thirty (30) days of the Effective Date of this Agreement, Manager shall provide Owner with a surety bond issued an insurance company authorized to issue

surety bonds in Kansas in the amount of One Hundred Thirty Five Thousand Dollars (\$135,000.00) naming Owner as the obligee. The surety bond represents one-third of Manager's average utility costs after discounts; plus one-third of Certain Past-Due Obligations as set forth in Section 22.8. If the terms of the surety bond designates a Nominated Bank, the Nominated Bank shall also be a bank with either its headquarters or a branch located in Wyandotte County, Kansas. The term "Nominated Bank" shall mean the bank, that the bond is payable through, with which credit is available. If Manager becomes more than sixty (60) days delinquent in payment of its Utility Expenses or its electric and water bills as provided for in Section 6.3(c), Owner shall have the right to present the surety bond to either the Nominated Bank or the Issuing Bank, as provided, and draw down funds in the amount of any outstanding electric and water charges owed by Manager.

(f) If at any time during the Term of this Agreement, the amount of funds available in the surety bond required by Section 6.3(d) of this Agreement falls below Ten Thousand Dollars and NO/100 (\$10,000.00), Manager shall provide Owner with a replacement surety bond in the amount of in the same manner as provided for Section 6.3(d).

(g) Once the Certain Past Due Obligations set forth in Section 22.8 of this Agreement have been paid by Manager, the amount of the surety bond required under this Section 6.3 shall be reduced to an amount equal to one-third of Manager's average utility costs after discount.

**6.4 Restrictive Agreements; Common Facilities.** The Premises are benefited by certain parking easements under the Restrictive Agreements encumbering and benefiting all or any portion of the Center. Owner and Manager hereby agree as follows:

(a) Owner agrees to timely pay the Common Facilities Expense applicable to the Premises beginning on January 1, 2017, directly to the appropriate party under the REA and any other applicable Restrictive Agreement for each Agreement Year, which shall be computed and paid in accordance with the REA and other applicable Restrictive Agreement. Manager shall pay all Common Facilities Expenses owed and applicable to the Premises prior to January 1, 2017 directly to the appropriate party under the REA and any other applicable Restrictive Agreement for each Agreement Year, which shall be computed and paid in accordance with the REA and other applicable Restrictive Agreement. Manager shall reimburse Owner for all previous payments made by Owner under the Restrictive Agreements as provided for in Section 22.8 of this Agreement. Owner agrees that Owner shall have the right to take such actions as Owner believes are necessary to reduce the Common Facilities Expenses, including, without limitation, appealing real estate taxation or assessments applicable to the Common Facilities, but subject to the terms and conditions of the REA.

(b) Manager shall, during the Term of this Agreement, be designated by Owner as the Manager under the REA, and Manager shall comply with and promptly perform each and all of the terms and provisions of the REA and all other Restrictive Agreements insofar as they relate to the Stadium Facility and the Premises.

(c) Owner delegates the authority on behalf of Owner to exercise any rights or remedies pursuant to the Restrictive Agreements the exercise of which Manager reasonably believes are necessary or prudent with respect to the Premises. Manager hereby covenants and agrees to indemnify and hold harmless Owner from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Owner may suffer or incur by reason of any failure by Manager to pay and perform all of the terms of, or any violation of or noncompliance with, any of the covenants and agreements contained in the Restrictive Agreements, or any of them, regardless of whether such provisions are binding upon the Premises or the holder of the Manager's interest in this Agreement. Subject to the exception set for in Section 6.4(a) of this Agreement, f at any time any claims, costs, demands, losses or liabilities are asserted against Owner by reason of any failure by Manager to perform all of the terms of, or any violation of or noncompliance with any of the covenants and agreements contained in the Restrictive Agreements, regardless of whether such provisions are binding upon the holder of the Manager's interest in this Agreement or the Premises, Manager will, upon notice from Owner, defend any such claims, costs, demands, losses or liabilities, at Manager's sole cost and expense, by counsel reasonably acceptable to Owner. Owner will promptly provide to Manager a copy of any notice received by Owner in connection with any Restrictive Agreement.

## **ARTICLE 7**

### **TRANSFER OF TITLE**

7.1 **Change of Ownership.** Owner shall promptly notify Manager in writing of any change in the ownership of Owner's interest in the Premises, giving the name and address of the new owner and instructions regarding the payment of obligations, provided, however, that the failure to give notice of transfer to Manager shall not be a default or give Manager the right to terminate this Agreement. In the event of any change in or transfer of title of Owner in and to the Premises or any part thereof, whether voluntary or involuntary, or by act of Owner or by operation of Laws, the Unified Government of Wyandotte County/Kansas City, Kansas shall have no further duty, obligation or liability under this Agreement, provided that the transferee assumes all of the obligations of the Unified Government of Wyandotte County, Kansas City, Kansas, under the Agreement. Owner's obligations shall continue hereunder through the date of assumption by the Transferee of Owner's obligations under this Agreement.

## **ARTICLE 8**

### **MANAGER'S COVENANT TO OPERATE; USE OF PREMISES**

8.1 **Appointment of Manager as Manager of the Stadium Facility.** Manager shall, during the Term of this Agreement, continuously manage and operate a multi-sport complex in the Stadium Facility throughout each Season of the Term in accordance with the terms of this Article 8, including without limitation, that Manager shall be open for business and the Stadium Facility shall (a) be fully staffed as consistent with the management and operations of a typical minor league or other semi-professional baseball team playing professional baseball and including the operation of concession stands and other facilities and amenities typically found in professional minor league or other semi-professional baseball stadiums from time to time; (b) include a ticket office and parking

area; (c) have professional baseball games played during the Season and otherwise manage and operate such business during such period with diligence, in accordance with the standards that Manager operated the Stadium Facility over the period of its prior occupancy, (d) operate as a member of the American Association of Independent Professional Baseball (the "**League**") or other baseball league substantially equivalent to the League as currently existing (such covenant being herein called "**Manager's Operating Covenant**"). **Permitted Uses.** Manager hereby understands and agrees that the Premises shall only be managed, used and occupied for a multi-sport complex, with concession stands and other facilities and amenities as found in professional major or minor league stadiums from time to time, which shall include a ticket office and parking area (the "**Primary Purpose**"). In addition to the Primary Purpose, the Premises may be used for any other sporting, entertainment, and other events, meetings and activities (the "**Ancillary Events**"), sales of food and beverages (including alcoholic and malt beverages) and retail sales activities such as for concession items and team merchandise commonly available in similar stadiums, provided that all such uses are otherwise permitted by applicable alcohol and beverage laws, and zoning and land use laws (collectively, the "**Ancillary Uses**"). No other uses other than as provided herein shall be permitted without the prior written approval of the Owner.

8.3 **Continuing Use Restrictions.** Notwithstanding anything in this Agreement to the contrary, Manager shall not have the right to use the Premises, or any part thereof, for any use or purpose which is not permitted by, or which results in a violation of, any agreement, covenant or restriction to which the Premises is subject as of the date of this Agreement, including the REA, the Restrictive Agreements and the Master Declaration of Operation and Easements, Covenants, Conditions and Restrictions Agreement dated November 1, 2001, recorded as Document No. 2002R-31807 in Book 4524, Page 92, as amended from time to time (the "**Master Declaration**"). Manager agrees not to permit any unlawful or immoral practice to be carried on or committed in the Premises, or any use which would injure the reputation of the Premises, the Owner, or the local community or would violate local community standards. The Premises shall be kept in a clean condition, and all health and police regulations shall, in all respects and at all times, be fully complied with by Manager.

8.4 **Owner Assistance.** Owner agrees to execute, without cost to Owner, such customary applications, consents and other instruments as are required by Governmental Authorities to permit the operation of the Stadium Facility as permitted by this Agreement, so long as such applications, consents or other instruments do not impose or subject Owner to any liability or claim, and Manager hereby covenants and agrees to defend, indemnify and hold harmless Owner from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Owner suffers or incurs by reason of Owner's execution of any such applications, consents or other instruments as Manager requests. If at any time any claims, costs, demands, losses or liabilities are asserted against Owner by reason of Owner's execution of any such applications, consents or other instruments as Manager requests, Manager will, upon notice from Owner, defend any such claims, costs, demands, losses or liabilities at Manager's sole cost and expense by counsel reasonably acceptable to Owner.

8.5 **Manager's Operating Obligations.** During the Term of this Agreement:

(a) Manager shall maintain in the Stadium Facility and on the Premises all suitable furniture, fixtures, equipment and other personal property as Manager deems necessary for the conduct of Manager's business in a businesslike manner, and shall staff the Stadium Facility with personnel as Manager deems sufficient to serve its customers.

(b) Manager shall make the Stadium Facility available for use by each Wyandotte County, Kansas, high school baseball team (each, a "**High School Team**"), for regular and post-season games, as follows:

(i) The cost per High School Team shall be two hundred fifty dollars (\$250.00) per day for the first day and five hundred dollars (\$500.00) for each additional day of the same calendar year.

(ii) Each High School Team must pay to Manager a deposit of one hundred dollars (\$100.00) to hold the requested game date.

(iii) Each High School Team shall be provided 300 tickets for sale prior to game day. All tickets in excess of 300 will be sold at the gates during the game day, and (x) Manager shall retain two dollars (\$2.00) of every ticket sold at the gate as reimbursement for costs and expenses incurred by Manager related to the operation of the Stadium Facility on the game day, but the balance of the revenues from the gate will be paid by Manager to the High School Team and Manager will make a check payable to the High School Team, within twenty-one (21) days of the game day, for any tickets sold at the gate.

(iv) One concession stand shall be open in the Stadium Facility on the game day.

(v) Stadium lighting, if requested, shall be available at an additional cost of fifty dollars (\$50) per hour, with a minimum requirement of two (2) hours.

(c) Manager shall make the Stadium Facility available, upon two weeks' notice, for use by Owner and/or Owner's Parks and Recreation Department, for community events, recreational programming and other public uses, subject to reasonable scheduling requirements and at a cost equal to Manager's actual expenses in making the Stadium Facility available to Owner pursuant to this subsection. Owner and Manager agree to meet after each Season at a mutually convenient time (with a target date of on or before November 1 of each Agreement Year), for Owner and Manager to discuss in good faith the time periods during the Season which are available for use by Owner and/or Owner's Parks and Recreation Department as set forth above and the amount of charges to be charged for use thereof. Owner shall give Manager as much advance notice as possible of its desired use during a Season, but in no event less than two (2) weeks.

## **ARTICLE 9**

### **PARKING**

9.1 **Parking Requirements.** Owner grants Manager the right to use the parking facilities that are a part of the Premises pursuant to the REA (the "***Parking Spaces***") for the temporary parking of automobiles or similarly sized light trucks or utility vehicles during the Term of this Agreement. Manager's rights to use Manager's Parking Spaces are nonexclusive and subject to the terms of the REA and are conditioned upon this Agreement being in full force and effect and there being no default hereunder. Manager will not abuse its privileges with respect to Manager's Parking Spaces and will use the same in accordance with the REA or Restrictive Agreements. In no event will Manager use more than the number of Manager's Parking Spaces available under the REA or other Restrictive Agreement. Owner's inability to make any of Manager's Parking Spaces available at any time during the Term for reasons beyond Owner's control will not be deemed a default by Owner giving rise to any claim by Manager. Owner will have no liability to Manager with respect to Manager's use of Manager's Parking Spaces, including any liability for any property that is lost, stolen, damaged or destroyed as a result of or in connection with such use.

9.2 **Reserved Parking.** Owner shall have the right to use four (4) Parking Spaces in connection with Sporting KC events and any and all special events at Village West; provided that there is no event scheduled in the Stadium Facility and that Owner provides at least one (1) week prior notice to Manager.

## **ARTICLE 10**

### **ASSIGNMENT**

10.1 **Owner's Consent.** Except as provided herein, Manager shall not assign this Agreement except as permitted below, without the written consent of Owner, which consent may be granted or withheld in Owner's sole discretion, except as set forth in Section 10.2 below.

10.2 **Permitted Assignment and Licenses.**

(a) Owner shall be reasonable in its granting or withholding consent when Owner's consent is required. Manager shall have the right, without Owner's consent, to assign this Agreement to a party which is the purchaser of Manager's baseball team, as long as the following conditions are met: (i) the assignee or persons who own or control assignee, have a tangible net worth, determined in accordance with generally accepted accounting principles, of at least Five Million Dollars (\$5,000,000.00), and such party (or an entity engaged by such party to manage the Premises pursuant to a management agreement in a form reasonably acceptable to Owner) is or has been, an owner and operator of a baseball stadium or minor league baseball team in a professional or semi-professional baseball league and (ii) the assignee assumes all of the obligations of Manager under this Agreement first occurring or accruing from and after the date of assumption. Upon assignment of the Agreement and assumption of its obligations by such party, Manager and any guarantor of Manager's obligations hereunder shall be released from any and all



liability arising or accruing after the date of such assignment; provided, however, that if the assignee does not have a tangible net worth, determined in accordance with generally accepted accounting principles, of at least Five Million Dollars (\$5,000,000.00), but persons who own or control assignee who have a tangible net worth, determined in accordance with generally accepted accounting principles, of at least Five Million Dollars (\$5,000,000.00) as set forth above, then Manager shall not be released from liability as provided herein until Owner has received a guarantee from parties having a tangible net worth, determined in accordance with generally accepted accounting principles, of at least Five Million Dollars (\$5,000,000.00). Any assignee of Manager or guarantor of such assignee shall provide evidence of such party's net worth as required hereunder in form and content reasonably acceptable to Owner.

(b) Owner shall be reasonable in its granting or withholding consent in the event that Manager shall request consent to assign this Agreement to an Affiliate.

(c) Any party that is permitted to take assignment of this Agreement shall execute an assignment and assumption agreement in a form acceptable to Owner whereby such assignee agrees to assume all obligations of Manager under this Agreement.

(d) Manager may, without Owner's prior approval, license limited portions of the Stadium Facility to concessionaires or licensees to: (i) operate games or other amusement devices; (ii) sell food, beverages and refreshments; or (iii) to users which will use the Premises for the Primary Purpose or Ancillary Events, provided that such concessionaires or licensees are licensed, bonded and insured and provide certificates of insurance naming Owner and Manager as an additional insured. Each license will be subject and subordinate to the provisions of this Agreement relating to the Premises. The license will not affect or reduce any of the obligations of Manager, nor will the license impose any additional obligations on Owner.

(e) For purposes of this Section 10.2, "licenses" shall include any licenses, concession arrangements, management contracts or other arrangements relating to the use of all or any part of the Premises.

**10.3 Notice of Proposed Transfer; Owner's Option.** If Manager desires to enter into any assignment of this Agreement for other than the Primary Purpose or an Ancillary Event, Manager will first give Owner written notice of the proposed assignment, which notice will contain the name and address of the proposed transferee, the proposed use of the Premises, statements reflecting the proposed transferee's current financial condition and income and expenses for the past 2 years, and the principal terms of the proposed assignment. Within thirty (30) days after Owner receives such request and all of the above required information Owner shall either: (i) consent in writing to the requested assignment, which consent may be conditional upon certain terms or conditions being agreed to or satisfied by either Manager or the proposed assignee; (ii) advise Manager that Owner will not consent to such requested assignment; or (iii) terminate this Agreement as follows: (a) if the request is for an assignment of all the Premises, cancel and terminate the entire Agreement; or (b) if such request is to sublet a portion of the Premises only, cancel and terminate this Agreement with respect to such portion. If Owner exercises its right to

cancel hereunder, the effective date of such cancellation shall be set forth in Owner's notice to Manager, but such date shall not be earlier than the effective date of the proposed assignment or later than ninety (90) days thereafter, and Manager shall continue to pay to Owner all Monthly Ticket Tax and other charges as herein otherwise provided, until the effective date of such cancellation, on which date Manager shall surrender to Owner possession of the Premises or the portion thereof subject to such cancellation. If this Agreement shall be canceled as to a portion of the Premises only, then Manager's obligations to pay charges as herein otherwise provided, shall be abated proportionately from and after the effective date of such cancellation, and Manager shall pay to Owner all costs incurred to construct an appropriate demising wall separating the canceled portion of the Premises from the remainder of the Premises.

**10.4 Effect of Transfers.** Except as set forth above, no assignment will release Manager from any of its obligations under this Agreement unless Owner specifically agrees to the contrary in writing. Acceptance of O, Owner's Share of Ancillary Event Net Profits, Monthly Ticket Tax or other charges by Owner from any person other than Manager will not be deemed a waiver by Owner of any provision of this Section 10. Consent to one assignment will not be deemed a consent to any subsequent assignment. Any options to extend, terminate, expand, or contract, or any rights of first offer or refusal or other similar rights or options set forth herein shall automatically terminate, and any transferee shall have no rights or options with respect thereto. In the event of any default by any assignee or sub-licensee or any successor of Manager in the performance of any Agreement obligation, Owner may proceed directly against Manager without exhausting remedies against such assignee, sub-licensee or successor. The voluntary or other surrender of this Agreement by Manager or the cancellation of this Agreement by mutual agreement of Manager and Owner will not work a merger and will, at Owner's option, terminate all assignments or operate as an assignment to Owner of all or any assignments; such option will be exercised by notice to Manager and all known Managers in the Premises.

**10.5 Owner's Assignment.** Anything in this Agreement to the contrary notwithstanding, Owner shall have the right, without Manager's consent, to sell, transfer, or assign Owner's interest in the Premises and/or this Agreement at any time, and in such event, Owner shall be relieved of Owner's obligations under this Agreement to the extent such obligations arise after the date of such sale, transfer, or assignment, provided that such transferee or assignee agrees to assume all of the unaccrued obligations under this Agreement and agrees to perform to the full extent required under the terms and conditions of this Agreement.

## **ARTICLE 11**

### **MANAGER'S PROPERTY**

**11.1 Manager's Property.** The trade fixtures and equipment, signs, appliances, furniture and other personal property of any nature installed in the Stadium Facility by Manager and at Manager's expense, on or prior to the Commencement Date or at any time thereafter by Manager, including without limitation, those listed on **Exhibit B-1**, if installed (all of the foregoing being collectively referred to in this Agreement as "***Manager's Property***"), shall not become a part of the realty. Manager's Property may be

removed from the Stadium Facility by Manager at any time during the Term of this Agreement or upon the termination of the Term of this Agreement. Manager may grant to its lender(s) a security interest or other lien in, or enter into, an equipment Agreement for Manager's Property and Owner will permit Manager's lender(s) or lessor(s) reasonable access to the Stadium Facility to inspect Manager's Property or to remove Manager's Property in connection with any action to enforce such security interest, Agreement or other lien. Except for entering into equipment leases or security agreements for acquisitions of personal property in the ordinary course of business, Manager, however, shall not make a general pledge of Manager's Property as collateral for any loan without first obtaining Owner's written consent, which shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 12**

### **GOVERNMENTAL COMPLIANCE**

12.1 **Manager Responsibilities Generally.** Manager shall comply with the terms of the Restrictive Agreements and all Laws which affect the Premises and the Stadium Facility located thereon and the use and occupancy thereof. If Manager receives written notice of any violation of any governmental requirements applicable to the Premises, Manager shall give prompt notice thereof to Owner.

12.2 **Manager's Environmental Responsibilities.** Manager hereby undertakes to respect all Environmental Laws and to comply with such environmental laws promptly at Manager's expense and to notify Owner immediately of any discharge and any presence on or outside the Premises of Hazardous Materials that may be in violation of environmental laws. Manager will also comply with all procedures established by Owner for the use, abatement, removal, storage, disposal or transport of any Hazardous Substances and any required or permitted alteration, repair, maintenance, restoration, removal or other work in or about the Premises or Stadium Facility that involves or affects any Hazardous Substances. Except for cleaning supplies and office products used in connection with Manager's business, no Hazardous Substances will be stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Premises or Stadium Facility by Manager or its sub respective agents, employees, contractors, subcontractors, licensees or invitees, without first obtaining Owner's express written consent (any Hazardous Substances which are stored, used, released, produced, processed or disposed in, on or about, or transported to or from, the Premises or Stadium Facility by any of such persons or entities are called "Manager's Hazardous Substances"). Manager is responsible for any damage of any kind or cause to the Premises or the Stadium Facility as a result of non-compliance with environmental laws. Without limiting the generality of the foregoing, Manager, at its expense, will take all action necessary to restore the Stadium Facility and Premises to the condition existing prior to the introduction of Manager's Hazardous Substances, whether such action is required by any governmental authority in order to comply with applicable Laws or by Owner in order for Owner to make the same economic use of the Stadium Facility and Premises as Owner could have made prior to the introduction of Manager's Hazardous Substances. Such action may include, without limitation, the investigation of the environmental condition of the Stadium Facility or Premises, the preparation of remediation plans or feasibility studies, and the performance

of cleanup, remediation, removal or restoration work. Manager will obtain Owner's written approval before undertaking any action required by this Section 12.2, which approval will not be unreasonably withheld so long as the proposed actions will not have an avoidable material and adverse effect. Notwithstanding anything set forth in this Agreement to the contrary, Manager hereby undertakes to indemnify and to hold free and harmless the Owner, its representatives, agents and Affiliates from any claims, losses, expenses or damages (including reasonable attorneys' fees), suits or procedures arising from or attributable to the action, refusal, negligence or failure on the part of Manager to comply with environmental laws, or arising out of or in connection with any breach of Manager's covenants under this Section 12.2.

12.3 **Environmental Indemnities.** Manager shall indemnify, defend and hold Owner harmless from any and all claims of third parties, and damages, costs and losses owing to third parties or suffered by Owner, including court costs, reasonable attorneys' fees and consultants' fees, arising during or after the Term and reasonably incurred or suffered by Owner as a result of any default or breach of any representation, warranty or covenant made by Manager under this Article 12, except to the extent caused by Owner, its agents, employees or contractors, it is a condition of this indemnification and hold harmless obligation that Manager must receive notice of any such claim against Owner promptly after Owner first has knowledge thereof, but no failure by Owner to promptly notify the Manager of any such claim shall adversely affect Owner's right to indemnification except (and only to the extent) that Manager can prove prejudice as a result of the failure to receive prompt notice. This indemnification and hold harmless obligation includes any and all costs reasonably incurred by Owner after notice to Manager for any cleanup, removal or restoration mandated by any public official acting lawfully under applicable Laws if Manager fails to timely perform such work.

12.4 **Definition.** As used herein, "**Hazardous Substance**" means any substance that is toxic radioactive, ignitable, flammable, explosive, reactive or corrosive and that is in the form, quantity, condition and location then found upon or under the Premises and/or the remainder of the Center, as the case may be, regulated by any Governmental Authority. "Hazardous Substance" includes any and all materials and substances that are defined as "hazardous waste," "hazardous chemical," "pollutant," "contaminant" or "hazardous substance," in the form, quantity, condition and location then found upon the Premises or the remainder of the Center, as the case may be, pursuant to Law. "Hazardous Substance" includes asbestos, polychlorinated biphenyls and petroleum-based substances.

12.5 **Survival.** The provisions of this Article 12 shall survive the expiration or sooner termination of this Agreement.

### **ARTICLE 13** **MAINTENANCE AND REPAIRS**

13.1 **Warranty.** MANAGER HEREBY WAIVES ALL STATUTORY REPRESENTATIONS AND WARRANTIES ON THE PART OF OWNER, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES THAT THE PREMISES ARE FREE FROM DEFECTS OR DEFICIENCIES, WHETHER HIDDEN OR

APPARENT, AND ALL WARRANTIES THAT THEY ARE SUITABLE FOR MANAGER'S USE.

**13.2 Manager's Maintenance and Repairs; Owner's Equipment.**

(a) Manager shall pay all costs, expenses, fees and charges incurred in connection with the use or occupancy of the Premises. Manager assumes and agrees to operate, repair and maintain the Stadium Facility in a safe, clean and attractive condition, and, except as otherwise provided in Section 13.3 and the balance of this Agreement, to operate, maintain, and repair, as necessary, the Premises, including preventative maintenance and routine, non-capital repairs or replacements made in the ordinary course of business for the Stadium Facility and its operating systems, including the parking facilities, lighting, scoreboards, concession facilities and the athletic field, in a manner and to the standards consistent with the manner in which Manager maintained the Stadium Facility prior to its conveyance to Owner. Owner shall have the right to audit the records of Manager and to inspect the Premises to confirm Manager's performance of its obligations under this Section 13.2, provided that such audit and inspections shall be reasonable and conducted no more than one time in any twelve (12) month period. Manager shall reasonably cooperate with Owner's performance of such inspections and audits. If Manager refuses or neglects to manage, operate, maintain, repair or secure the Premises as required hereunder, Manager shall be in default hereunder; provided, however, Owner may make such repairs without liability to Manager for any loss of damage that may accrue to Manager's personal property, fixtures or other materials or to Manager's business by reason thereof, provided that Owner's conduct in making such repairs is not grossly negligent. Upon Owner's completion thereof, Manager shall pay Owner's costs for making such repairs upon presentation of a bill therefor.

(b) Manager shall maintain Owner's Equipment in similar operating condition, repair and appearance as it was in on the Effective Date and protect it from deterioration, other than normal wear and tear; use Owner's Equipment in the regular course of its business, within its normal operating capacity, without abuse, and shall not remove Owner's Equipment without the written consent of Owner, except to the extent it becomes worn out or obsolete, in which event Manager shall not be required to replace it. Manager shall bear all risks of loss of and damage to Owner's Equipment from any cause. The occurrence of such loss or damage shall not relieve Manager of any obligation hereunder. In the event of loss or damage to Owner's Equipment, Manager shall: (i) place the damaged Owner's Equipment in similar repair, condition and working order as it was on the Effective Date, ordinary wear and tear excepted; or (ii) replace lost or damaged Owner's Equipment with new equipment of the same or equivalent type and model and deliver to Owner documentation vesting clear title thereto in Owner. Manager acknowledges and agrees that Owner makes no representation or warranty as to the condition of Owner's Equipment, and notwithstanding anything in this Agreement to the contrary, Manager shall not have the right to encumber, mortgage, or pledge Owner's Equipment as collateral or other security.

**13.3 Owner's Maintenance and Repairs.** Owner shall retain, at its sole cost and expense, responsibility for the following: (i) structural repairs or replacements to the Stadium Facility, (ii) capital repairs or replacements of the Stadium Facility, including the

parking facilities, lighting, scoreboards, and concession facilities if and to the extent that the same are capital repairs or replacements ("**Capital Expenditures**"). Owner has previously raised and set aside no less than \$1,000,000 for its use in satisfying its obligation to make Capital Expenditures to the Stadium Facility (the "**Capital Expense Account**"). Manager acknowledges that the Capital Expense Account shall be held in the name of, titled to, and under the complete and sole control of Owner, and that Manager shall have no security interest or right to demand payment or expenditure from the Capital Expense Account whatsoever. Manager further acknowledges that Owner will have sole discretion in connection with its disbursements from the Capital Expense Account, and that sums in the Capital Expense Account are not a representation, warranty, or obligation on Owner to expend such sums. Notwithstanding the foregoing, Owner covenants and agrees to maintain the Stadium Facility to the same level as Ehlert Development Corporation and Manager maintained the Stadium Facility during its ownership. On an annual basis (with a target date of on or before March 1 of each Agreement Year), Owner and Manager shall meet at the Premises at a mutually convenient time to discuss in good faith any contemplated or requested Capital Expenditures. For purposes of illustrative example only, and not as a limitation, the parties understand and agree that Manager shall have the obligation to regularly clean, periodically re-stripe and remove snow and ice from the surfaces of the parking facilities pursuant to the terms of Section 13.2, subject to its rights to reimbursement under the REA. However, Owner shall, pursuant to this Section 13.3, retain the obligation to make all structural and non-structural repairs to the parking facilities as Capital Expenditures, including the obligation to resurface the same from time to time. Notwithstanding the foregoing, the parties hereby understand and agree that Owner shall have no obligation to perform any maintenance, repair or replacement of CommunityAmerica signs or any part of the athletic field itself. With respect to the scoreboard, Owner shall be responsible for capital repairs or replacements, but Manager shall be responsible for ordinary repairs and replacements, such as replacement of individual scoreboard lights and ordinary repair of the scoreboard.

13.4 **Owner Right of Entry.** Owner may enter the Premises at any time for inspection, to supply any service to be provided by Owner under this Agreement and to maintain and make repairs to the Premises as provided in Section 13.3 hereof.

## **ARTICLE 14**

### **ALTERATIONS AND MANAGER'S LIENS**

14.1 **Title to Manager's Alterations.** Subject to the provisions of Article 11, any alterations, changes, improvements and additions to the Premises made by Manager shall immediately become the property of Owner and shall be considered a part of the Stadium Facility, but Owner will not be obligated to compensate or reimburse Manager or any other person or entity for any such alterations, changes, improvements or additions made by Manager, and Manager hereby waives all right to any such compensation or reimbursement.

14.2 **No Manager Liens.** Manager shall not permit any mechanic's, materialmen's or other similar lien to be foreclosed against the Premises by reason of work, labor, services or materials performed by or furnished to Manager or anyone holding any part of the

Premises under Manager. If any such lien is filed, Manager may contest the same in good faith but Manager shall, prior to foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained in this Agreement shall be construed as a consent on the part of Owner to subject Owner's estate in the Premises to any lien or liability under the lien laws of the State of Kansas. Notwithstanding the foregoing, if any mechanics', materialmen's or other similar lien is filed against the Premises, and the amount of such lien claim exceeds Ten Thousand Dollars (\$10,000.00), then Manager shall, within thirty (30) days after the filing thereof, post a statutory lien bond under Kansas law in the District Court of Wyandotte County, Kansas. Manager hereby covenants and agrees to defend, indemnify and hold harmless Owner from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Owner may suffer or incur by reason of any such mechanics', materialmen's or other similar lien.

14.3 **Owner Elective Improvements.** During the Term of this Agreement, Owner shall have the right, at Owner's sole cost and expense, to make any modifications, additions or improvements to the Stadium Facility that Owner deems to be necessary or desirable in Owner's sole discretion, whether structural or non-structural (the "***Elective Improvements***"), without Manager's consent or approval as long as such improvements do not impair or increase the cost of Manager's exercise of its rights or performing its obligations hereunder. With regard to the Elective Improvements, Manager and Owner agree as follows:

(a) Owner may enter the Premises at any time for purposes related to making the Elective Improvements, and without liability to Manager for any loss or damage incurred as a result of such entry; and

(b) Owner agrees to use reasonable efforts to minimize the interference with the conduct of Manager's management duties and baseball operations and the requirements of the League in making any such Elective Improvements.

## **ARTICLE 15** **DAMAGE CLAUSE**

15.1 **Damage.** If the Stadium Facility or the Common Facilities are damaged or destroyed by fire, casualty or any cause whatsoever, either in whole or in part, and Owner does not elect to terminate this Agreement pursuant to the provisions of Section 15.2 hereof, Owner may, but is under no obligation to, remove any resulting debris and repair or rebuild the damaged or destroyed structures and other improvements, including any improvements or betterments made by Owner or Manager.

15.2 **Owner's Right to Terminate on Certain Damage.** If the Stadium Facility is damaged or destroyed by fire, casualty or any cause whatsoever to such extent that the cost of restoration would exceed One Hundred Thousand Dollars (\$100,000.00), then Owner shall have the right to terminate this Agreement by giving Manager notice of such election within sixty (60) days after the date on which such damage or destruction occurred, and if such notice is given, this Agreement shall terminate as of the date of such casualty, and the

Annual Fixed Rent and other charges hereunder shall be adjusted as of the effective date of the termination.

15.3 **Manager's Right to Terminate on Certain Damage.** If the Stadium Facility is damaged or destroyed by fire, casualty or any cause whatsoever to such extent that it is not useable for its intended use, then Manager shall have the right to terminate this Agreement by giving Owner notice of such election within sixty (60) days after the date on which such damage or destruction occurred, and if such notice is given, this Agreement shall terminate as of the date of such casualty, and the Annual Fixed Rent and other charges hereunder shall be adjusted as of the effective date of the termination.

15.4 **Rights to Insurance Proceeds.** In the event of any damage to or destruction of the Stadium Facility, the proceeds of all hazard insurance on the Stadium Facility which is maintained by Manager or Owner pursuant to Article 17 shall belong to the party carrying such insurance. Insurance proceeds with respect to Manager's Property shall belong to Manager.

## **ARTICLE 16** **CONDEMNATION**

16.1 **In General.** If any material part of the Premises (meaning any part of the Stadium Facility) is taken in any proceeding by any Governmental Authority by condemnation or otherwise, or is to be acquired for public or quasi-public purposes, or to be conveyed under threat of such taking or acquiring, and Manager reasonably determines that the remaining portion will not permit Manager to operate its business on the Premises, Manager shall have the option of terminating this Agreement by notice to Owner of its election to do so given on or before the date which is thirty (30) days after Manager is deprived of possession of the condemned property, and upon the giving of such notice, this Agreement shall automatically terminate and the Owner's Share of Ancillary Event Net Profits and other charges hereunder shall be adjusted as of the date of such notice. If a material part of the Premises (meaning any part of the Stadium Facility or the parking lot under the REA) is so taken and Manager elects not to terminate this Agreement, then Manager shall, to the extent and making use of the condemnation award, restore the Stadium Facility to a complete unit as similar as reasonably possible in design, character and quality to the building which existed before such taking. If the Stadium Facility is partially taken and this Agreement is not terminated, there shall be no reduction or adjustment in the Annual Fixed Rent and other charges thereafter payable hereunder. Any restoration work to be performed pursuant to this Article 16 shall be completed in accordance with plans and specifications which shall have been approved by Owner and Manager, which approvals shall not be unreasonably withheld. If all or part of the Premises is taken and Manager elects to terminate this Agreement in accordance with this Article 16, each party shall be free to make claim against the condemning authority for the amount of the actual provable damage done to each of them by such taking. If the condemning authority refuses to permit separate claims to be made, then Owner shall prosecute with counsel reasonably satisfactory to Manager the claims of both Owner and Manager, and the proceeds of the award, after payment of Owner's reasonable attorneys' fees and other costs incurred, shall be divided between Owner and Manager in a fair and equitable manner; provided, however, in the



event of a condemnation which results in Manager's election to terminate this Agreement, Manager shall be entitled to its portion of the condemnation award only so long as the amount of the award received by Owner is equal to or greater than the net book value of the property taken, as reflected on the Owner's financial statements on the date of the condemnation.

**ARTICLE 17**  
**INSURANCE, INDEMNITY, WAIVER OF SUBROGATION**  
**AND FIRE PROTECTION**

17.1 **No Requirement for Owner to Procure Casualty Insurance.** During the Term of this Agreement, Owner shall have the right, but not the obligation, to keep the Premises insured in the name of Owner and Manager (as their interests may appear with each as named insured, additional insured or loss payee, as applicable, to provide each with the best position) against damage or destruction by all risks of direct physical loss or damage policy in an amount equal to the full replacement cost thereof. Manager shall have the right, but not the obligation, to carry casualty insurance on the Stadium Facility, at its cost and expense. If Manager elects to carry casualty insurance and a casualty occurs, Manager shall have the option of: (i) terminating this Agreement as provided in Article 15; or (ii) using the proceeds to fully repair the Stadium Facility. The Owner's Share of Net Profits and other charges hereunder payable under the Agreement shall abate during the period that the Stadium Facility is not useable by Manager for its intended use.

17.2 **Liability Insurance; Manager Negligence.** Manager will, subject to Section 17.5 and Section 12.3, defend, indemnify and hold Owner, its trustees, directors, officers, agents and servants, harmless from and against any and all claims, actions, liability and expense: (i) arising out of any occurrence in, upon or at the Stadium Facility, the Premises or the Common Facilities, or the occupancy or use by Manager of the Stadium Facility, the Premises or the Common Facilities or any part thereof; or (ii) occasioned wholly or in part by any negligent act or omission of Manager, its agents, employees, contractors, licensees, servants, s, lessees or concessionaires; except to the extent the same is caused by the willful or grossly negligent act or omission of Owner. If any action or proceeding is brought against Owner, its officers, employees, agents or servants by reason of any of the aforementioned causes, Manager, upon receiving notice thereof from Owner, agrees to defend such action or proceeding by counsel reasonably acceptable to Owner at Manager's own expense. Manager agrees to insure the foregoing obligation by contractual endorsement under a commercial general public liability policy (including personal injury and property damage, terrorism and liquor liability, if applicable) to be maintained by Manager with a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence/Five Million Dollars (\$5,000,000.00) products & completed operations aggregate/Five Million Dollars (\$5,000,000.00) general aggregate on a per location basis. The amounts required in this section may be satisfied by a combination of general liability and umbrella liability coverages. Manager shall cause Owner to be named as an additional insured on all policies of liability insurance maintained by Manager (including excess liability and umbrella policies) on a primary basis and non-contributory with any other insurance coverage carried by the Owner with respect to the Premises. The insurance required to be carried by Manager under this Section 17.2 shall be evidenced by a certificate

of insurance (issued on an ACORD 25 or equivalent form) from Manager's insurer, authorized agent or broker.

17.3 **Business Interruption Insurance.** During the Term of this Agreement, Manager shall, at its expense, keep and maintain for its benefit, coverage for the loss of income and business for a period of at least the next succeeding twelve (12) months.

17.4 **Workers' Compensation Insurance.** Manager shall maintain, with respect to its operations and all of its employees at the Premises, a policy or policies of workers' compensation insurance in accordance with and in the amounts required by applicable Laws, protecting Manager from and against any and all claims from any persons employed directly or indirectly on or about the Premises for injury or death of such persons.

17.5 **Release; Waiver of Subrogation.** Anything in this Agreement to the contrary notwithstanding, it is agreed that each party (the "***Releasing Party***") hereby releases the other (the "***Released Party***") from any liability which the Released Party would, but for this Section 17.5, have had to the Releasing Party during the Term of this Agreement resulting from any accident or occurrence or casualty which is or would be covered by Manager's insurance required under this Agreement (including Liability and Workers Compensation), including that which is or would be covered by a fire or "all risk" property insurance policy in use in the State of Kansas, whether or not the Releasing Party is actually maintaining such an insurance policy, or which is covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence, which casualty may have resulted in whole or in part from any act or omission of the Released Party, its officers, agents or employees; Notwithstanding anything to the contrary herein, Manager agrees and acknowledges that Owner shall have no responsibility or liability for any loss, damage or injury to Manager's Property which is located in, on or about the Premises or the Common Facilities at any time and from time to time, regardless of the cause of such loss, damage or injury, and that all of Manager's Property is located in, on and about the Premises and the Common Facilities at Manager's sole risk. Manager hereby releases Owner from any and all claims with respect to loss, damage or injury to Manager's Property located in, on and about the Premises and the Common Facilities, regardless of the cause of such loss, damage or injury.

17.6 **General.** All policies of insurance required by Manager pursuant to this Article 17 shall be issued by companies approved by Owner, with an A. M. Best Rating of A – VIII or better and authorized to do business in the State of Kansas. Furthermore, any such insurance company shall have a claims paying ability rating of "AA" or better by Standard & Poor's (other than the issuer of any policy for earthquake insurance, which issuer shall have a claims paying ability rating of "A" or better by Standard & Poor's, and shall issue policies which include effective waivers by the insurer of all claims for insurance premiums against all loss payees, additional loss payees, additional insureds or named insureds; and shall contain such provisions as Owner deems reasonably necessary or desirable to protect its interest, including any endorsements providing that neither Manager, Owner nor any other party shall be a co-insurer under said policies and that no modification, reduction, cancellation or termination in amount of, or material change (other than an increase) in, coverage of any of the policies required hereby shall be effective until

at least thirty (30) days after receipt by each named insured, additional insured and loss payee of written notice thereof or ten (10) days after receipt of such notice with respect to nonpayment of premium; provisions which permit Owner to pay the premiums and continue any insurance upon failure of Manager to pay premiums when due; and provisions stating that the insurance shall not be impaired or invalidated by virtue of (A) any act, failure to act, negligence of, or violation of declarations, warranties or conditions contained in such policy by Manager, Owner or any other named insured, additional insured or loss payee, except for the willful misconduct of Owner knowingly in violation of the conditions of such policy; or (B) the occupation, use, operation or maintenance of the Premises for purposes more hazardous than permitted by the terms of the policy.

## **ARTICLE 18**

### **INDEMNIFICATION GENERALLY**

Except as provided in Section 12.3, 14.2 and 17.2, Manager agrees to defend, indemnify and hold Owner, its trustee, directors, officers, employees, agents and servants harmless from and against all liabilities, costs and expenses (including reasonable attorney's fees and expenses) and all actual damages imposed upon or asserted against the Owner, as owner of the Premises, including, without limitation, any liabilities, costs and expenses and actual damages imposed upon or asserted against Owner, on account of: (i) any use, misuse, non-use, condition, maintenance or repair by Manager of the Premises; (ii) other impositions which are the obligation of Manager to pay pursuant to the applicable provisions of this Agreement; (iii) any liability Owner may incur or suffer as a result of Manager's breach of the ADA affecting the Premises; and (iv) accident, injury to or death of any person or damage to property on or about the Premises. If at any time any claims, costs, demands, losses or liabilities are asserted against Owner by reason of any of the matters as to which Manager indemnifies Owner hereunder, Manager will, upon notice from Owner, defend any such claims, costs, demands, losses or liabilities at Manager's sole cost and expense by counsel reasonably acceptable to Owner.

## **ARTICLE 19**

### **OWNER'S TERMINATION RIGHT; RELOCATION**

19.1 Right to Terminate. Notwithstanding anything to the contrary contained in the Agreement, Owner shall have the right to elect to terminate the Agreement in accordance with subsection (a) hereunder:

(a) Election to Terminate. Owner shall have the right to elect to terminate the Agreement effective upon the conclusion of the 2019 Season, the 2020 Season or the 2021 Season for any reason and without cause upon by giving written notice to Manager by no later than October 1<sup>st</sup> of the prior year (As an example: notice to terminate after the 2019 Season must be provided by no later than October 1, 2018) (the "Termination Right"). In the event that Owner exercises such Termination Right, the Agreement shall terminate on October 1<sup>st</sup> of the following year (the "Termination Date") In the event that Owner shall exercise such Termination Right, the Owner's Share of Ancillary Net Profits, Ticket Tax and all other charges payable hereunder shall be adjusted as of the Termination Date, and Manager shall surrender the Premises as required by Section 4.1 of this Agreement on the Termination Date.

(i) In the event that Owner exercises its Termination Right on or before October 1, 2018, the Termination Fee shall be One Million Dollars and NO/100 (\$1,000,000.00), less any unpaid Utility Expenses, BPU Charges owed to the Landlord under the Lease, Past Due Obligations, or any other obligations owed and outstanding by Manager on the Termination Date. Owner shall pay Manager the Termination Fee, less the above-referenced obligations, within thirty (30) days of the Termination Date

(ii) In the event that Owner exercises its Termination Right on or before October 1, 2019, the Termination Fee shall be Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) less any unpaid Utility Expenses, BPU Charges owed to the Landlord under the Lease, Past Due Obligations, or any other obligations owed and outstanding by Manager on the Termination Date. Owner shall pay Manager the Termination Fee, less the above-referenced obligations, within thirty (30) days of the Termination Date.

(iii) In the event that Owner exercises its Termination Right on or before October 1, 2020, the Termination Fee shall be Five Hundred Thousand Dollars and NO/100 (\$500,000.00) less any unpaid Utility Expenses, BPU Charges owed to the Landlord under the Lease, Past Due Obligations, or any other obligations owed and outstanding by Manager on the Termination Date. Owner shall pay Manager the Termination Fee, less the above-referenced obligations, within thirty (30) days of the Termination Date.

In the event that Owner shall exercise its Termination Right hereunder, it is understood and agreed that Manager shall remain liable for and perform all obligations under the Agreement binding on Manager from the giving of such notice until the Termination Date. Manager agrees and understands that the Termination Fee is its sole recourse for financial expenses associated with the Termination, and that in no event shall Manager have a cause of action against Owner for any lost profits or any other claims, damages or expenses based upon a properly exercised Termination Right by Owner.

19.2 **Relocation in Lieu of Termination.** Owner may elect to substitute for the Premises other premises (herein referred to as the "***New Premises***") reasonably selected by Owner, provided the New Premises shall be substantially similar to the Premises in square footage, quality and amenities, and Owner shall improve or reimburse Manager's direct, out of pocket reasonable expenses of improving the New Premises so that it is substantially similar to the Premises. In the event that Owner elects to relocate Manager, then the parties shall execute an amendment to the Agreement confirming the change within thirty (30) days after either party shall request the same.

## **ARTICLE 20**

### **STADIUM NAMING RIGHTS/MANAGER'S SIGNS**

20.1 **Location and Type.** Manager shall have the right to erect and maintain signs in accordance with the provisions of this Article 20 and subject to any applicable provisions

of the Site Plan, the REA, the Restrictive Agreements and Laws. Manager shall have the right to retain all compensation generated in connection with such signs.

20.2 **Design.** The design of all signs presently located on the Premises is hereby approved by Owner with the design of all future signs which Manager elects to construct pursuant to Section 20.1 (such present and future signs referred to as "***Manager's Signs***") to be subject to Owner's approval, which Owner agrees not to unreasonably withhold or delay so long as Manager's Signs are consistent with Manager's standard signage and do not otherwise violate applicable Laws. Manager's Signs shall advertise Manager's business in the Stadium Facility and shall be constructed and maintained in good repair at Manager's expense. Manager shall pay the cost of electricity, if any, consumed in illuminating Manager's Signs.

20.3 **Interior Signs.** Nothing in this Agreement shall restrict Manager's unlimited right to maintain signs on the interior of the Stadium Facility.

20.4 **Naming Rights.** The Stadium Facility is commonly known as CommunityAmerica Ballpark pursuant to an agreement between Manager and CommunityAmerica Credit Union. Owner hereby agrees that Manager has the right to receive all compensation from such agreement or for a sale of the right for any other person or entity to attach a name or other moniker to the Stadium Facility that would alter the name of the stadium as a whole, i.e. "CommunityAmerica Ballpark" (hereinafter "***Naming Rights***"). Notwithstanding the foregoing, if at any time Manager seeks to enter into a new Naming Rights arrangement which changes the name of the Stadium Facility, Manager shall advise Owner that Manager has entered such new Naming Rights Agreement, including the new name of the Stadium Facility. Owner shall have a period of fifteen (15) days after receipt of such notice from Manager to approve such name, which shall not be unreasonably withheld unless the same is offensive or violates community standards.

## **ARTICLE 21**

### **ESTOPPEL; ATTORNMENT AND SUBORDINATION**

21.1 **Estoppel Certificate.** Owner and Manager each agree that at any time and from time to time (but on not less than twenty (20) days' prior request by the other party), such party will execute, acknowledge and deliver to the other a certificate indicating any or all of the following: (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification); (b) the date, if any, through which the , Owner's Share of Ancillary Event Net Profit, Monthly Ticket Tax and any other charges payable have been paid; (c) that no default by Owner or Manager exists which has not been cured, except as to defaults stated in such certificate; (d) that Manager has no existing defenses or set-offs to enforcement of this Agreement, except as specifically stated in such certificate; (e) that, except as specifically stated in such certificate, Manager, and only Manager, currently manages the Premises; and (f) such other matters as may be reasonably requested by the other. Any such certificate may be relied upon by Owner or Manager, as applicable, any lender and any prospective purchaser or prospective mortgagee, deed of trusts beneficiary or ground lessor of all or a portion of the Premises.

21.2 **Form of Documents.** Owner and Manager, upon request of any party in interest, shall execute promptly such commercially reasonable instruments or certificates to carry out the provisions of this Article 21; provided, however, neither party shall be required to execute any such instruments or certificates that would in any way modify the terms and provisions of this Agreement.

## **ARTICLE 22** **DEFAULT**

22.1 **Manager Default.** An event of default shall exist under this Agreement if:

(i) Manager neglects or fails to pay any installment of Owner's Share of Ancillary Event Net Profit, Monthly Ticket Tax Payment and any other charge under this Agreement within ten (10) days after notice of default (but Owner is not required to give more than two such default notices during any one Agreement Year); or

(ii) Manager neglects or fails to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed under this Agreement, within thirty (30) days after notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Manager fails to commence to cure such default within the 30 days and thereafter proceed diligently to cure such default after such notice); or

(iii) Manager fails to perform or observe any obligations pursuant to Manager's Operating Covenant hereunder; or

(iv) upon the occurrence of any default under a Related Agreement or the Guaranty or any guaranty of a Related Agreement that remains uncured after the expiration of the applicable cure period thereunder; or

(v) Manager (a) admits in writing its inability to pay its debts generally as they become due; (b) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency, reorganization or relief of debtors; (c) makes an assignment for the benefit of its creditors; (d) is generally unable to pay its debts as they mature; (e) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; or (f) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of Manager, a receiver of Manager of the whole or substantially all of its property, and such case, proceeding or other action is not dismissed within one hundred twenty (120) days after the commencement thereof; or

(vi) the estate or interest of Manager in the Premises or any part thereof is levied upon or attached in any proceeding and the same is not vacated or discharged within the later of ninety (90) days after commencement thereof or thirty

(30) days after receipt by Manager of notice thereof from Owner (unless Manager is contesting such lien or attachment in accordance with this Agreement); or

(vii) Manager abandons or vacates the Premises during the Term of this Agreement.

**22.2 Remedies.** Upon an event of default under this Agreement, Owner may immediately or at any time thereafter, as permitted by law, give Manager written notice of Owner's termination of this Agreement, and, upon such notice, Manager's rights herein shall cease and this Agreement shall thereupon be terminated, and Owner may re-enter and take possession of the Premises as its own property; or Owner may remain out of possession of the Premises and treat the Term of the Agreement as subsisting and in full force and effect, in which event Owner shall have all rights and remedies available at law, in equity or hereunder; and as an alternative remedy Owner may, at Owner's election, without terminating the then current Term, or this Agreement, re-enter the Premises or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Premises without terminating the Term, or this Agreement, Owner may (but is not obligated to) find a new manager for the Premises, or parts thereof, for such term (which may be greater or less than the remaining balance of the then current Term) or terms and at such rental and upon such other terms and conditions (which may include concessions or free rent) as Owner may reasonably deem advisable, with the right to make alterations and repairs to the Premises, and no such re-entry of the Premises by Owner shall be construed as an election on Owner's part to terminate this Agreement, and no such re-entry by Owner shall relieve Manager of its obligation to pay the Owner's Share of Ancillary Event Net Profit, Monthly Ticket Tax, (at the time or times provided herein), or of any of its other obligations under this Agreement, all of which shall survive such re-entry, and Manager shall continue to pay Rent as provided in this Agreement until the end of the Term and whether or not a new manager has been found for the Premises less the net proceeds, if any, of any new management agreement, after deducting all of Owner's expenses in connection with such work, including, without limitation, all costs, brokerage commissions, legal expenses, expenses of employees, alterations costs and expenses of preparation for the new manager. If Owner elects to terminate this Agreement, then Owner may enter into a new management agreement for the Premises for such price and on such terms as may be immediately obtainable, and Manager will be and shall remain liable, not only for all obligations incurred up to the date on which the termination becomes effective, for all holdover damages that accrue under Section 4.2 until Manager vacates or is removed from the Premises, and also for damages for its nonperformance, including (i) all expenses that Owner may reasonably incur in re-entering and repossessing the Premises, putting the Premises in proper repair and curing any default by Manager, and removing Manager's improvements, if Owner has elected to require such removal, making any reasonable nonstructural modifications that may be required for any new Managers, and negotiating a new management agreement the Premises, including reasonable attorneys' fees and disbursements, sheriff's fees and brokerage fees in doing so. Having elected either to remain out of possession and treating this Agreement as remaining in full force and effect or to re-enter or take possession of the Premises without terminating the Term, or this Agreement, Owner may by notice to Manager given at any time thereafter while Manager

is in default in the payment of Rent or in the performance of any other obligation under this Agreement, elect to terminate this Agreement and, upon such notice, this Agreement shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article 22, Owner shall have the right to elect to re-enter and take possession of the Premises, Owner may enter and expel Manager and those claiming through or under Manager and remove the effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenant. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Owner hereunder or of any damage accruing to Owner by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Owner to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be deemed or construed to constitute a waiver of such default. Following an event of default, all amounts due from Manager to Owner pursuant to this Agreement shall bear interest at the Default Rate. Notwithstanding the foregoing, Owner acknowledges its obligation under Kansas Law to reasonably mitigate its damages and no term or provision of this Section shall excuse or mitigate Owner's obligation.

22.3 **Owner Default, Cure Rights.** Owner shall be in default under this Agreement if Owner neglects or fails to perform or observe any of the material covenants, terms, provisions or conditions on its part to be performed or observed under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof (or if more than thirty (30) days shall be reasonably required because of the nature of the default, if Owner fails to proceed diligently to cure such default after such notice). In the event of an Owner default, then Manager may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided in this Agreement for an Owner default, pursue all rights and remedies it may have at law and equity generally.

22.4 **Self Help.** If Manager fails to perform any agreement or obligation on its part to be performed under this Agreement, Owner shall have the right (i) if no emergency exists, to perform the same after giving thirty (30) days' notice to the Manager, and (ii) in any emergency situation to perform the same immediately without notice or delay. For the purpose of rectifying a default of Manager as aforesaid, Owner shall have the right to enter the Premises. Manager shall on demand reimburse Owner for the costs and expenses incurred by the Owner in rectifying defaults as aforesaid, including reasonable attorneys' fees, together with interest thereon at the Default Rate, but nothing herein shall be deemed to permit either party to set off any costs of cure or other amounts against the amounts owing to the other party hereunder. Any act or thing done by the Owner pursuant to this Section 22.4 shall not constitute a waiver of any such default by the Owner or a waiver of any covenant, term or condition herein contained or the performance thereof.

22.5 **Remedies Cumulative.** The various rights and remedies given to or reserved to Owner and Manager by this Agreement or allowed by law shall be cumulative, irrespective of whether so expressly stated.



**22.6 Limitation on Owner's Liability.** Notwithstanding anything to the contrary in this Agreement: (A) Manager will look to Owner's interest in the Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of (i) any negligence (including gross negligence); or (ii) any breach of this Agreement by Owner or its successor (including any beneficial owners, partners, shareholders, trustees or others affiliated or related to Owner or such successor), and neither Owner's staff, elected officials or other agents and employees shall have personal liability hereunder of any kind, and (B) Manager's sole right and remedy in any action concerning Owner's reasonableness (where the same is required hereunder) will be an action for declaratory judgment and/or specific performance, and in no event shall Manager be entitled to claim or recover any damages in any such action in excess of the fair market value of the Premises at the time of the occurrence of the event giving rise to such liability.

**22.7 Interest on Past Due Obligations; Late Charges; Application of Payments to Past Due Obligations.** Except where another rate of interest is specifically provided for in this Agreement, any amount due from either party to the other under this Agreement which is not paid when due shall bear interest at the Default Rate from the date such payment was due to and including the date of payment. In addition, Manager acknowledges that the late payment of any installment of Owner's Share of Ancillary Net Profit, Monthly Ticket Tax Payment, Utilities or any other amounts due Owner will cause Owner to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of the Owner's Share of Ancillary Event Net Profit, Certain Utility Expenses, Monthly Ticket Tax Payment, and any other amount due Owner is not received by Owner from Manager when due, Manager shall immediately pay to Owner a late charge equal to three (3%) percent of the amount due Owner. Owner and Manager agree that this late charge represents a reasonable estimate of the costs and expenses Owner will incur and is fair compensation to Owner for its loss suffered by reason of late payment by Manager. Manager further acknowledges that Owner shall have the right to apply any payment of the Owner's Share of Ancillary Event Net Profit, Monthly Ticket Tax Payment or any other amounts due Owner, in reduction of any amount due under this Agreement, in such order and satisfaction as Owner may elect in its sole discretion and regardless of whether Manager has designated how such payment is to be applied.

**22.8 Payment of Certain Past Due Obligations incurred under the Lease Agreement.** Reference is hereby made to that certain Lease Agreement (the "Lease") between Owner and Manager, dated February 21, 2014. The parties agree and acknowledge that there remain certain past due obligations owed by Manager to Owner under the Lease with respect to real estate taxes, joint maintenance charges, rent and ticket taxes (the "Certain Past Due Obligations"), which amounts are set forth in **Exhibit I** attached hereto. The parties agree that the Certain Past Due Obligations shall be reconciled as follows:

(a) Manager's unpaid water pollution abatement charges, up to and including the May 2017 bill, shall be recalculated by discounting the amount owed by fifty percent (50%) for a recalculate total of Three Thousand One Hundred Twenty Three Dollars and 30/100 (\$3,123.30)(the "Recalculated WPA charges").

(b) Manager's unpaid storm water charges are not discounted and amount to Fifty Four Dollars and No/100 (\$54.00) (the "Storm Water Charges").

(c) Manager shall pay and reimburse Owner for the parking lot real estate taxes and Joint Maintenance Charges paid by Owner under the Restrictive Agreements in the amount of Seventy Seven Thousand Four Hundred Three Dollars and 94/100 (\$77,403.94) (the "REA Payments"). Manager shall pay the REA Payments to Owner in equal monthly installments over a period of forty-eight (48) months beginning on July 1, 2017.

(d) The Parties agree and understand that the Recalculated WPA Charges, Storm Water Charges and REA Payments amount to forty-eight (48) equal monthly installments of One Thousand Six Hundred Seventy Eight Dollars and 78/100 (\$1,678.78). Manager may, at its discretion, pay off the Recalculated WPA Charges, Storm Water Charges and the REA Payments in their entirety at any time prior to the end of forty-eight (48) months).

(e) Manager shall pay to Owner the outstanding balance of the 2016 Ticket Tax obligations in the amount of Ten Thousand Thirty One Dollars and NO/100 (\$10,031 .00) within ninety (90) days of the Effective Date of this Agreement (the "Ticket Tax Payment").

(f) Owner agrees and acknowledges that upon Manager's successful compliance with Section 22.8(a), 22.8(b), 22.8(c), 22.8(d) and 22.8(e) of this Agreement, Owner shall waive any and all rights to seek repayment, indemnification and defense against those specific asserted monetary claims, costs, demands, losses and liabilities suffered or alleged to have been suffered by Owner under the Lease, and Owner will accept Manager's successful compliance with Section 22.8(a), 22.8(b), 22.8(c), 22.8(d) and 22.8(e) of this Agreement as full and complete satisfaction of all Certain Past Due Obligations. Should Manager become in default in its obligations to repay the Certain Past Due Obligations, the Parties agree that Owner shall only be entitled to demand, collect and recover the balance of the recalculated charges set forth in Exhibit I, plus interest, and not the full amount of the past due obligations for those items under the Lease.

(g) Manager and Owner agree and acknowledge that in addition to the Certain Past Due Obligations, the Board of Public Utilities ("BPU") has billed Manager for certain utility charges (the "BPU Charges") accruing prior to the Effective Date of this Agreement pursuant to the Lease. Manager agrees and acknowledges that nothing in either this Agreement or the Termination of Lease shall release Manager from its obligations with respect to the BPU Charges, nor shall it be construed as a waiver of the right of Owner or its' agents to collect and enforce its rights with respect to the BPU Charges, nor shall Manager waive its right to contest the BPU Charges as a result of Manager's execution of this Agreement or the Termination of the Lease.

## **ARTICLE 23**

### **ACCESS TO PREMISES**

#### **23.1 Ongoing Access and Inspection Rights.**

(a) Manager shall permit Owner and its authorized representatives to enter the Stadium Facility at any time) for the purposes of (i) serving or posting or keeping posted thereon notices required or permitted by Law; (ii) conducting periodic inspections; (iii) performing any work thereon required or permitted to be performed by Owner pursuant to this Agreement; and (iv) showing the Premises to prospective purchasers or lenders.

(b) Manager shall also permit Owner's County Administrator or other authorized representatives to enter the Stadium Facility at any time during any and all Stadium Facility events for the purpose of examining the facilities and operations; provided that such entry does not materially interfere with Manager's business operations.

**23.2 Owner's Construction Inspection Rights.** During the Agreement Term and any period of Manager's fixturing or construction in the Premises, Owner shall have the right to physically inspect, and to cause one or more engineers or other representatives of Owner to physically inspect, the Premises, as long as the same does not substantially interfere with Manager's operation of or construction activities on the Premises. Such inspections shall include (without limitation) such tests, inspections and audits of environmental and soil conditions as Owner deems necessary. Owner shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees, environmental fees and other expenses of any kind incurred by Owner relating to the inspection of the Premises will be solely at Owner's expense. Manager shall cooperate with Owner in all reasonable respects in making such inspections. Manager reserves the right to have a representative present at the time Owner conducts any such inspection of the Premises. In making any inspection, Owner will treat, and will cause any representative of Owner to treat, all information obtained by Owner pursuant to the terms of this Section 23.2 as strictly confidential.

## **ARTICLE 24**

### **FORCE MAJEURE**

If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive Laws (except as otherwise specifically provided herein), riots, insurrection, terrorist acts, war or other reason beyond the reasonable control of and not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement (collectively, "***Force Majeure***"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not (i) operate to excuse Manager from prompt payment of Rent or any other payment required by Manager under the terms of this Agreement, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

**ARTICLE 25**  
**MISCELLANEOUS**

25.1 **Agreement Not to be Recorded.** Upon request of Owner or Manager, the parties hereto shall promptly execute and deliver a memorandum of this Agreement for recording purposes in mutually agreeable recordable form. If either party elects to record such memorandum, Owner shall promptly cause the same to be recorded, at Manager's expense. Neither party may record this Agreement without the consent of the other party.

25.2 **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the Owner shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Owner reserves the right to unilaterally terminate this Agreement if the Agreement is deemed to violate the terms of such law. Owner is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Owner's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

25.3 **Stadium Suite.** Manager shall dedicate one (1) Stadium Facility suite and customary suite parking for use by Owner (or if Owner elects, the Economic Development Council of Wyandotte County, Kansas), at no cost, other than the cost of food and drink consumed by guests in the suite.

25.4 **Charitable Ticket Donations.** Manager and Owner agree that all tickets donated to charitable organizations shall be accompanied by a letter, naming Owner and Kansas City T-Bones as joint donors.

25.5 **Notices.** All notices, consents, requests, approvals and authorizations (collectively, "Notices") required or permitted under this Agreement shall only be effective if in writing. All Notices (except Notices of default, which may only be sent pursuant to the methods described in (A) and (B) below) shall be sent (A) by registered or certified mail (return receipt requested), postage prepaid, or (B) by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee, or (C) by facsimile transmission with original sent via U.S. Mail and addressed as follows or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided:

|                               |                                                                                                                                                                                                                                                  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>If intended for Owner:</u> | Unified Government Clerk<br>Unified Government of Wyandotte County/Kansas City, Kansas<br>Attention: Bridgette D. Cobbins<br>701 N. 7th Street, Suite 323<br>Kansas City, Kansas 66101<br>Telephone: (913) 573-5260<br>Facsimile: (913) 573-5299 |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                        |                      |
|------------------------|----------------------|
| <u>With a copy to:</u> | County Administrator |
|------------------------|----------------------|

Unified Government of Wyandotte County/Kansas City, Kansas  
Attention: Douglas G. Bach  
701 N. 7th Street, 9th Floor  
Kansas City, Kansas 66101  
Telephone: (913) 573-5030  
Facsimile: (913) 573-5540

And a copy to:

Chief Counsel  
Unified Government of Wyandotte County/Kansas City, Kansas  
Attention: Kenneth Moore  
701 N. 7th Street, Suite 961  
Kansas City, Kansas 66101  
Telephone: (913) 573-5060  
Facsimile: (913) 573-5243

And a copy to:

Chief Financial Officer  
Unified Government of Wyandotte County/Kansas City, Kansas  
Attention: Kathleen VonAchen  
701 N. 7th Street, 3rd Floor  
Kansas City, Kansas 66101  
Telephone: (913) 573-5030  
Facsimile: (913) 573-5540

And a copy to:

Stinson Leonard Street LLP  
Attention: Tim Laycock  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri 64106  
Telephone: (816) 691-3410  
E-mail: tim.laycock@stinson.com

If intended for Manager:

T-Bones Baseball Club, LLC  
Attention: Adam Ehlert  
1800 Village West Parkway  
Kansas City, Kansas 66111  
Telephone: (913) 328-5627  
E-mail: aehlert@tbonesbaseball.com

With a copy to:

White Goss, a Professional Corporation  
Attention: John R. Weisenfels  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111  
Telephone: (816) 502-4726  
E-mail: nweisenfels@whitegoss.com

A notice, request and other communication shall be deemed to be duly received if delivered by a nationally recognized overnight delivery service, when delivered to the address of the recipient, if

sent by mail, on the date of receipt by the recipient as shown on the return receipt card, or if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; provided that if a notice, request or other communication is served by hand or is received by facsimile on a day which is not a Business Day, or after 5:00 p.m. local time on any Business Day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. local time of the addressee on the first Business Day thereafter. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

a. **Waiver of Performance and Disputes.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

b. **Modification of Agreement.** The terms, covenants and conditions hereof may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought, or by such party's agent.

c. **Captions.** Captions throughout this instrument are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement.

d. **Independent Covenants.** The obligations set forth herein shall be deemed to be independent covenants, and a party's obligation to pay or perform hereunder is not conditioned upon the performance of obligations by the other party except as specifically set forth herein to the contrary.

e. **Agreement Binding on Successors and Assigns, etc.** Except as herein otherwise expressly provided, all covenants, agreements, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors in interest and assigns as well as grantees of Owner, and shall run with the land. Without limiting the generality of the foregoing, all rights of Manager under this Agreement may be granted by Manager to any permitted assignee of Manager, subject to the terms of this Agreement.

f. **Brokers.** Owner represents and warrants to Manager that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Agreement for which Manager

may be liable. Manager represents and warrants to Owner that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's fees in connection with the execution or consummation of this Agreement for which Owner may be liable. Each of the parties agrees to hold the other harmless from and against any and all claims, liabilities or expense (including reasonable attorneys' fees) in connection with any breach of the foregoing representations and warranties.

g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, but not including the conflict-of-laws rules of the State of Kansas.

h. **Estoppel.** Owner and Manager each confirm and agree that (a) it has read and understood all of the provisions of this Agreement; (b) it is familiar with sophisticated real estate transactions such as that contemplated by this Agreement; (c) it has negotiated with the other party at arm's length with equal bargaining power; and (d) it has been advised by competent legal counsel of its own choosing.

i. **Joint Preparation.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

j. **Interpretation.** It is hereby mutually acknowledged and agreed that the provisions of this Agreement have been fully negotiated between parties of comparable bargaining power with the assistance of counsel and shall be applied according to the normal meaning and tenor thereof without regard to the general rule that contractual provisions are to be construed narrowly against the party that drafted the same or any similar rule of construction.

k. **Severability.** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect, and such invalid provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the parties as expressed therein.

l. **Owner and Manager.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Owner and Manager, it being expressly understood and agreed that neither the computation of rent nor any other provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between Owner and Manager other than the relationship of Owner and Manager.

m. **Power of Owner.** Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of Owner to act in its capacity as a public body. Further, nothing herein

shall relieve Manager from complying with all applicable laws, regulations and/or other governmental requirement.

n. **Authority.** The persons executing this Agreement on behalf of Manager and Owner covenant and warrant to the other party that (a) they are duly authorized to execute this Agreement on behalf of the party for whom they are acting, and (b) the execution of this Agreement has been duly authorized by the party for whom they are acting.

o. **Time is of the Essence.** Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions contained in this Agreement.

p. **No View.** This Agreement does not grant any easements or rights for view. Any diminution or blockage of view by any structure or condition now or later erected will not affect this Agreement or impose any liability on Owner.

q. **Consent.** The parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval or other action of a party is required under any provision of this Agreement, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a party unless the provision in question expressly authorizes such party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard (any provision indicating that consent is not to be unreasonably withheld is to be interpreted to mean that consent shall not be unreasonably withheld, delayed or conditioned).

r. **Attorneys' Fees.** In case suit is brought because of the breach of any agreement or obligation contained in this Agreement on the part of Manager or Owner to be kept or performed, and a breach is established, the prevailing party may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity. For purposes of this Section 25.23, the "prevailing party" shall mean the prevailing party as determined by the court.

s. **Further Assurances.** Each of the parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the parties reflected in this Agreement.

t. **Counterparts.** This Agreement may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.



u. **Rules of Construction.** The following rules of construction shall be applicable for all purposes of this Agreement, unless the context otherwise requires:

- i. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement.
- ii. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.
- iii. The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

**WAIVER OF TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW, MANAGER AND OWNER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF OWNER AND MANAGER, MANAGER'S USE AND OCCUPANCY OF THE STADIUM FACILITY OR THE CENTER, AND ANY CLAIM OF INJURY OR DAMAGE.**

*[signature page follows]*

IN WITNESS WHEREOF, Owner and Manager have caused this Agreement to be duly executed as of the day and year first above written.

**OWNER:**

UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_  
Mark R. Holland, Mayor/CEO

Attest: .

Name: \_\_\_\_\_  
\_\_\_\_\_ Clerk

**MANAGER:**

T-BONES BASEBALL CLUB, LLC,  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **Description of the Premises**

All of Lot 3, BALLPARK OF VILLAGE WEST, A Replat of Part of Lot 19, Block A, TOURISM DISTRICT, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas.

## **EXHIBIT B**

### **Description of the Center**

All of Lot 3, BALLPARK OF VILLAGE WEST, A Replat of Part of Lot 19, Block A, TOURISM DISTRICT, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas.

Together with Manager rights established pursuant to that certain Baseball Stadium Declaration of Reciprocal Easements, Covenants and Restrictions dated February 6, 2003, recorded on February 9, 2006, in the office of the Register of Deeds of Wyandotte County, Kansas, as Document No. 2006R-03252; as amended by that certain Baseball Stadium Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions recorded on July 18, 2008, in the office of the Register of Deeds of Wyandotte County, Kansas, as Document No. 2006R-07551, affecting the Leased Premises.

## **EXHIBIT B-1**

### **Manager's Property and Fixtures**

#### FFE Exclusions

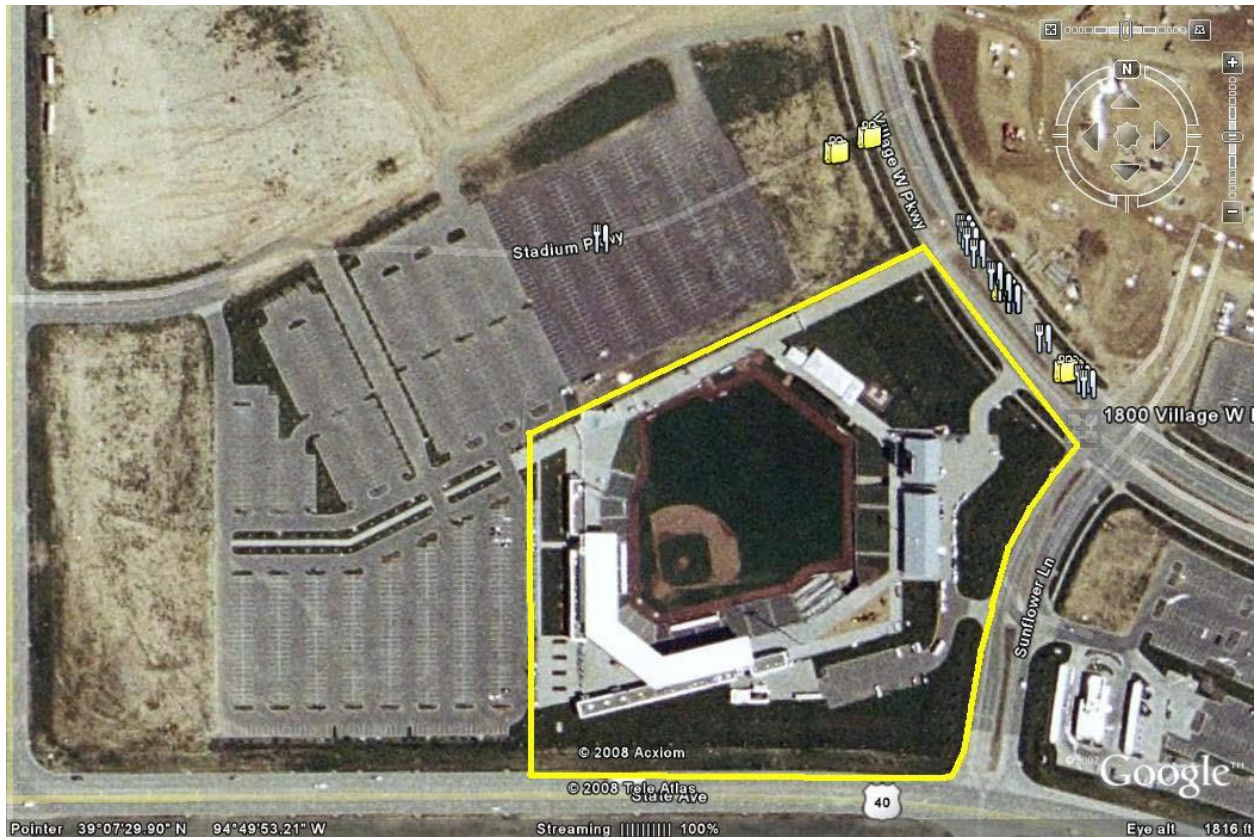
Items that may be specifically baseball-related, and transferrable in the case of a required team move are excluded. These items include, but are not limited to: baseball bats, balls, uniforms, all clubhouse equipment and infield/practice accoutrements (L screen, batting T, etc.), video/audio equipment that is not specific to CommunityAmerica Ballpark's function, grounds supplies and equipment, etc., and improvements made specifically by or for third-party vendors.

The regular business function equipment of the T-Bones Baseball Club is also excluded. Items include, but are not limited to: desks and office accoutrements, equipment, computers, ticketing software, computers and printers, CRM software and hardware, merchandise and promotions inventory, printers/copiers/scanners etc.

Concessions equipment is not completely ballpark property until fully amortized over the life of the current concessions contract (through November, 2018).

## EXHIBIT C

### Site Plan



## **EXHIBIT D**

### **Stadium Facility Description**

A multi-sport athletic facility containing 6,537 stadium seats known as "CommunityAmerica Ballpark".

## **EXHIBIT E**

### **Restrictive Agreements**

All matters of record or otherwise affecting the Center or the Leased Premises, including but not limited to:

Master Declaration of Operation and Easements, Covenants and Restrictions Agreement recorded on November 2, 2001, in the office of the Register of Deeds of Wyandotte County, Kansas, as Document No. 2001R-14257 in Book 4347 at Page 481.

That certain Specific Venture Agreement dated as of May 16, 2003, as amended from time to time as evidenced by that certain Memorandum of Specific Venture Agreement recorded as Document No. 2003R-04272 in Book 4548, Page 026, as amended from time to time;

That certain Developer Acquisition Rights Agreement dated as of February 6, 2003 recorded as Document No. 2003R-04280 in Book 4548, Page 121, as amended from time to time;

That certain Continuous Occupancy Agreement dated as of February 6, 2003 recorded as Document No. 2003R-04279 in Book 4548, Page 96, as amended from time to time;

That certain Correction Master Declaration of Operation and Easements, Covenants, Conditions and Restrictions Agreement dated as of November 1, 2001 recorded as Document No. 2002R-31807 in Book 4524, Page 92, as amended from time to time;

That certain Baseball Stadium Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions dated March 31, 2006 recorded as Document No. 2003R-04281 in Book 4548, Page 132, as amended from time to time;

That certain Declaration of Covenants and Restrictions Affecting Land dated February 6, 2003 recorded as Document No. 2003R-04276 in Book 4548, Page 73, as amended from time to time;

That certain Declaration of Covenants and Restrictions Affecting Land dated February 6, 2003 recorded as Document No. 2003R-04284 in Book 4548, Page 208, as amended from time to time;

That certain Cross Easement for Access, Ingress, Egress and Parking dated February 13, 2003 recorded as Document No. 2003R-04283 in Book 4548, Page 196, as amended from time to time; and

All existing or proposed incentive districts within which the Property is located, including, but not limited to improvement districts, STAR bond districts, community improvement districts, and transportation development districts.



## **EXHIBIT F**

### **Exclusions from Ticket Tax**

1. Discount Tickets sold at discount games for Wyandotte County/Kansas City, Kansas residents.
2. Discounts given to community based non-profit organizations and group sales to such organizations, or other group sales at a discount.
3. Ticket sales for post or pre-season baseball games held at the Stadium Facility.
4. Events held by RED, or its successor in interest, or the Owner at the Stadium Facility.
5. Complimentary tickets given to the media, league officials, or any complimentary tickets made available to dignitaries or others at the request of the Owner.
6. Tickets sold at events where alcoholic beverages are not for sale or consumption.

## **EXHIBIT G**

### **Excluded Ancillary Events**

- High school baseball games/tournaments/clinics
- College baseball games/tournaments/clinics
- Stand-alone lunches or dinners (private, sponsored events) on concourse or suite level
- Corporate team-building rentals (field use, afternoon BBQ, etc.)
- Charity events (lunches/dinners, corporate or civic rallies, field use, run/walk 5k, etc.)
- Field use for tryouts, clinics, player or other exhibition
- Wiffle Ball, Dodge Ball, Dance Team, Lacrosse, church camps and others
- Events for which no admission fee is charged
- General T-Bones' customer appreciation events (season ticket holders, sponsors, etc.)

## **EXHIBIT H**

### COMMUNITYAMERICA BALLPARK FIXED ASSETS:

PICNIC TABLES  
CARPETING  
FLOORING  
ICE MACHINE  
WHIRLPOOL  
SCOREBOARD  
CONCOURSE SIGNS  
SPORTS COURT SURFACE  
PARTY DECK and TABLES AND CHAIRS  
PARTY DECK FURNITURE  
BATTERS' EYE  
1" RAIL PADDING  
DUGOUT PADS

PRIME SEAT REFURBISHMENT  
BATTER'S EYE SCREEN  
NYLON BACKSTOP NET

### ITEMIZED KITCHEN/CONCESSIONS EQUIPMENT:

GX520/10WNR91/17" MON  
GX520/20WNR91/17" MON  
GX520/30WNR91/17" MON  
GX520/40WNR91/17" MON  
OKI C5500N PRINTERS  
18-GAL & 1/2 SIZE BAKING SHEET  
ASSORTED DURAPANS  
CARVING STATION W/ HEAT LAMP  
TONGS/WINE BUCKETS/FOOD CONTNR  
FISHBOARDS W/C'PLATE LOGO ONLY  
7" TOTE BOX-BLACK  
ROLLER GRILLS-45 DOG CAPACITY  
OFFICE FURNISHINGS  
UNIFORMS  
LOCAL PURCHASES

HAND & PLATFORM TRUCKS  
UNIFORMS  
SUITE MENUS  
TABLE COVERS - BLACK  
UNIFORMS  
SIGNAGE: MAGNETIC MENU STRIPS  
UNIFORMS  
INSTALLATION: A/C-SUITE PANTRY  
ENGINEERING SERVICES  
SECURITY CAGE:24X60X60,4-SHELF  
SHELVING  
WORKTABLES: 30X302,S/S,SHELF  
CREDIT CARD MACHINES  
KIOSK: 15'X10'X8'  
UNIFORMS  
D620-3FGZPC1/ACRO 8  
WORKSTN DESK/TASK CHR/2DR FILE  
PALLET JACK/PALLET TRK/HANDTRK  
LOCAL PURCH:LAPTOP/2 PRINTERS  
LOC PURCH:SLICER/CHOPPER/SHED  
CHEFS' UNIFORMS  
ELECTRICAL SUPPLIES  
LOC PURCH:WASHER/DRYER, SMOKER  
ANTIFATIGUE MATS, BLACK  
CHEF'S KNIVES/PARING KNIVES  
DURAPANS/LADLES/TONGS  
SHEET PANS  
AWNING: 4' X 8'  
LOCAL PURCHASE: BOWLS, TRAYS, ETC  
INSECT KILLER/TARP/HARDWARE  
UNIFORMS  
WALL ATTACHED TO LOADING SHED  
EXTENSION CORDS/SURGE PROTECTR  
PLATFORM TRUCKS/BUG ZAPPER  
UNIFORMS  
BLODGETT SHO-E OVEN  
TURBOTAPS

WIRE CARTS/HAND TRUCK/LANTERNS

UNIFORMS

MISC EQUIPMENT

EXADIGM XD1000 CC MACH

D630: DBLJGF1

WORK IN CENTERFIELD, 5/07

UNIFORMS

UNIFORMS

UNIFORMS: BLACK BALL CAPS

CREDIT CARD MACHINES

CHROME POST, 74"

EXADIGM CREDIT CARD MACHINES

WASHING MACHINE

EZ UP TENTS

EZ UP TENTS

20 FULL X 2 PERF S/S PAN

4X2 TABLE

Exhibit I

**COSTS THRU MAY 30, 2017**

**All other costs through 2016**

**SERVICE/ CHARGE**

Water Pollution Control (discount @ 50%)

Stomrwater (not discounted)

**UTILITY CHARGES SUBTOTAL**

Parking Lot Property Taxes

Legends Common Area Maintenance (2016)

**OTHER UG OBLIG SUBTOTAL:**

**GRAND TOTAL:**

Monthly payment for 48 mos.

| <u>BALANCE</u>       | <u>DISCOUNT</u>     | <u>AMOUNT DUE</u>   |
|----------------------|---------------------|---------------------|
| \$ 6,246.60          | \$ 3,123.30         | \$ 3,123.30         |
| \$ 54.00             | \$ -                | \$ 54.00            |
| <b>\$ 6,300.60</b>   | <b>\$ 3,123.30</b>  | <b>\$ 3,177.30</b>  |
|                      |                     |                     |
| \$ 117,063.82        | \$ 53,849.36        | \$ 63,214.46        |
| \$ 14,189.48         | \$ -                | \$ 14,189.48        |
| <b>\$ 131,253.30</b> | <b>\$ 53,849.36</b> | <b>\$ 77,403.94</b> |
| <b>\$ 137,553.90</b> | <b>\$ 56,972.66</b> | <b>\$ 80,581.24</b> |
|                      |                     | <b>\$ 1,678.78</b>  |

**Surety Bond**

2016 Utility Costs p/ fin statements discounted by 55%

1/3rd UG Past Due Obligations

**total annual surety bond value**

\$ 114,750.00

\$ 20,145.31

**\$ 134,895.31**

**TICKET TAX REMITTANCE (AS OF END OF May 2017)**

**\$ 10,031.00**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION OF LEASE AGREEMENT**

**THIS TERMINATION OF LEASE AGREEMENT** (this "Termination") is made effective as of \_\_\_\_\_, 2017 ("Effective Date") by and between THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ("Landlord"), whose mailing address is 701 North 7th Street, Suite 323, Kansas City, Kansas 66101, Attn: Unified Government Clerk, and T-BONES BASEBALL CLUB, LLC, a Minnesota limited liability company ("Tenant"), whose mailing address is 1800 Village West Parkway, Kansas City, Kansas 66111.

Landlord, as landlord, and Tenant, as tenant, under that certain Lease Agreement dated as of February 21, 2014 (the "Lease"), covering the real property described on Exhibit A attached hereto, and memorialized in that certain Memorandum of Lease dated February 24, 2014, filed February 25, 2014, in the Office of the Wyandotte County Register of Deeds as Document No. 2014R-02296 (the "Memorandum of Lease"), hereby agree that as of the Effective Date, the Lease and the Memorandum of Lease are hereby terminated, cancelled, and of no further force and effect and neither party shall have any liability or obligation to the other; provided, however, that the foregoing termination shall not operate as a release of Tenant from payment obligations accruing prior to the Effective Date, which obligations are addressed in Section 22.8 of the Management Agreement of even date herewith between Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Termination as of the Effective Date.

[The remainder of this page intentionally left blank.]

**LANDLORD:**

UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_  
Mark R. Holland, Mayor/CEO

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_ Clerk

STATE OF KANSAS                    )  
                                              ) SS.  
COUNTY OF WYANDOTTE         )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Mark R. Holland, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas who is personally known to me to be the same person who executed the foregoing instrument of writing as such official, and said Mark R. Holland, as Mayor/CEO duly acknowledged the execution of the same to be the act of the Unified Government; duly acknowledged the attestation of the same for and on behalf of said Unified Government and affixed thereto the seal of the Unified Government.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

[SEAL]



**TENANT:**

T-BONES BASEBALL CLUB, LLC,  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said State, came \_\_\_\_\_, a \_\_\_\_\_ of T-Bones Baseball Club, LLC, a Minnesota limited liability company, who is personally known to me to be the same person who executed the foregoing document and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

[SEAL]

## **EXHIBIT A**

### **Legal Description**

All of Lot 3, BALLPARK OF VILLAGE WEST, a Replat of Part of Lot 19, Block A, TOURISM DISTRICT, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas.

**SECOND AMENDMENT TO BASEBALL STADIUM AMENDED AND RESTATED  
DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND  
RESTRICTIONS**

**THIS SECOND AMENDMENT TO BASEBALL STADIUM AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS** (“**Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”), having a mailing address of 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101 and KKR Legends, L.L.C., a Delaware limited liability company, having a mailing address of c/o RED Legacy, LLC, 4717 Central, Kansas City, Missouri 64112 (“**KKR**”).

**W I T N E S S E T H:**

**WHEREAS**, Ehlert Development Corporation, Inc., a Kansas corporation (“**Ehlert**”) and RED Speedway, Inc., a Kansas corporation (“**Speedway**”) entered into that certain Baseball Stadium Declaration of Reciprocal Easements, Covenants and Restrictions dated as of February 6, 2003 and recorded as Document No. 2003R-04281, as modified by that certain Baseball Stadium Amended and Restated Baseball Stadium Declaration of Reciprocal Easements, Covenants and Restrictions dated as of March 31, 2006 and recorded on March 31, 2006 and re-recorded July 18, 2006 as Document 2006R-17246 (the “**Original Declaration**”) in the Office of the Register of Deeds of Wyandotte County, Kansas (the “**Register**”); and

**WHEREAS**, the Original Declaration was amended pursuant to that certain First Amendment to Baseball Stadium Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions dated February 24, 2014, recorded on February 25, 2014 with the Register as Document 2014R-02297 (the Original Declaration, as amended, collectively, the “**Declaration**”); and

**WHEREAS**, the Declaration encumbers certain real property located in Kansas City, Wyandotte County, Kansas as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”); and

**WHEREAS**, Speedway, as the sole shareholder of RED Speedway SPE, Inc., a Delaware corporation (“**RED SPE**”) contributed its interest in certain real property to RED SPE, a portion of which property is the Property and subject to the Declaration; and

**WHEREAS**, Speedway and SPE assigned their interest in the Declaration to Legends of KC, LP, a Delaware limited partnership (“**Legends LP**”) pursuant to that certain Assignment and Assumption of Rights under Baseball REAs dated as of July 31, 2007 and recorded August 1, 2007 as Document 2007R-16813 in the Register; and

**WHEREAS**, all interest of Legends LP in the Declaration was assigned to KKR by E3 Realty Advisors, Inc., a California corporation, solely in its capacity as Receiver of the property of the receivership estate pursuant to Stipulated Order Appointing Receiver entered June 5, 2012, in a lawsuit entitled U.S. Bank National Association, as trustee for the registered holders of

LBUBS Commercial Mortgage Trust 2007-C7, Commercial Mortgage Pass-Through Certificates, Series 2007-C7 v. Legends of KC, LP, et al., Case No. 2:12-cv-02298-JTM-KGG, before the United States District Court for the District of Kansas; and

**WHEREAS**, Ehlert assigned its interest in the Declaration to the UG pursuant to that certain Assignment and Assumption Agreement by and between Ehlert and the UG dated February 24, 2014; and

**WHEREAS**, the Declaration establishes certain easements, conditions and restrictions relating to the Property; and

**WHEREAS**, pursuant to that certain Management Agreement dated \_\_\_\_\_, 2017 (the "**Management Agreement**") between T-Bones Baseball Club, LLC, a Minnesota corporation (the "**T-Bones**") and the UG, the UG has designated the responsibility for managing and operating the Property to the T-Bones and further has agreed pursuant to the Management Agreement to perform all obligations of Lot Owner required under the REA; and

**WHEREAS**, KKR and the UG hereby desire to amend the Declaration as set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Declaration as follows:

1. **Capitalized Terms.** All capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Representation and Warranty.** The UG hereby represents and warrants that the T-Bones are obligated under the Management Agreement to fulfill all obligations of Lot Owner required under the Declaration. The parties agree that in the event that the T-Bones fail to perform such obligations, the UG will seek enforcement of such obligations pursuant to and in accordance with the UG's rights and remedies as set forth in the Management Agreement.

3. **Limitation on Indemnification and Insurance Obligations.**

(a) **Kansas Tort Claims Act Protections and Reservation.** Notwithstanding anything to the contrary in the Declaration, in no event shall the UG, so long as it is owner of the Property, be contractually: (a) liable or obligated to obtain insurance covering any of the liabilities under Section 11 thereof, (b) liable or obligated to indemnify or defend any party under any indemnity provision set forth in the Declaration, including without limitation Section 11 thereof; or (c) bound by any release or waiver of subrogation provision set forth in Section 11 thereof. Nothing in the Declaration shall constitute or be deemed a waiver by the UG of any rights, or limitation of liability under the Kansas Tort Claims Act.

(b) **Insurance and Indemnity by the T-Bones.** During the term of the Management Agreement, the UG shall cause the T-Bones pursuant to the Management Agreement to defend, indemnify against any and all claims, actions, liability and expense: (i) arising out of any

occurrence in, upon or at the Property, or the occupancy or use by the T-Bones of the Property or any part thereof; or (ii) occasioned wholly or in part by any negligent act or omission of the T-Bones, its agents, employees, contractors, licensees, servants, subtenants, lessees or concessionaires. The UG agrees to cause the T-Bones to insure the foregoing obligations by contractual endorsement under a commercial general public liability policy (including personal injury and property damage, terrorism and liquor liability, if applicable) to be maintained by the T-Bones with a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence/Five Million Dollars (\$5,000,000.00) products & completed operations aggregate/Five Million Dollars (\$5,000,000.00) general aggregate on a per location basis, and to cause the T-Bones name KKR as additional insured on all policies of liability insurance maintained by the T-Bones (including excess liability and umbrella policies) on a primary basis and non-contributory with any other insurance coverage carried by KKR. The UG agrees to cause the T-Bones to promptly pay all premiums when due on such insurance and, not less than thirty (30) days prior to the expiration dates of each such policy, cause the T-Bones to deliver to KKR acceptable evidence of insurance, such as a renewal policy or policies marked "premium paid" or other evidence satisfactory to KKR reflecting that all required insurance is current and in force. The UG will immediately give notice to KKR of any cancellation of, or change in, any such insurance policy.

(c) **Self-Help and Forced Placement of Insurance.** In the event that the Management Agreement terminates or expires, or in the event that the T-Bones fail to maintain the required insurance set forth in Section 3(b) hereof for any reason or fails to provide evidence of the coverage required hereunder, or if the T-Bones fail to promptly pay any insurance premium when due, then KKR, without notice to or demand upon the UG or the T-Bones, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter procure such insurance or make payment of such insurance premiums or perform such other acts for the account of and at the expense of the UG. All such costs incurred by KKR shall promptly be reimbursed by the UG following written demand, with default interests accruing on unpaid sums at the default rate of interest specified in Section 17.2 of the Declaration.

4. **Other Obligations.** Notwithstanding anything to the contrary in this Amendment, it is specifically understood among the parties that the T-Bones, pursuant to the Management Agreement, shall continue to be responsible for all obligations of Lot Owner including those specifically provided herein, and further including any obligation to maintain and to operate the Property, pay its proportionate share of costs, insurance, taxes and other costs all as detailed in the Declaration.

5. **Representations and Warranties.** The UG hereby represents and warrants to KKR that, except as disclosed and referenced in this Amendment, there are no agreements between the UG, Ehlert and the T-Bones that purport to amend, terminate, or affect the rights of KKR with respect to any existing agreement between Ehlert and Speedway, RED SPE, Legends LP or KKR with respect to the Property or otherwise. Any purported waiver of all or any part of an obligation of Ehlert (as Lot Owner or otherwise) in violation of this representation and warranty shall be null and void and of no effect.

6. **Rights of Successors.** Subject to Section 11 of this Amendment, the restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the

land. Subject to Section 11, this Amendment shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. All other documents of record as to the Lot shall remain in full force and effect and shall not be affected by this Amendment and are reaffirmed by the parties.

7. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

8. **Entire Agreement.** This Amendment constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Amendment once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

9. **Counterparts.** This Amendment may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. **Full Force and Effect.** Subject to Section 11 of this Amendment, the provisions of this Amendment shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. All other terms of the Declaration shall remain effective.

11. **Termination of Amendment.** In the event that the UG ceases to be a Lot Owner, then upon such event this Amendment shall become void and of no further force or effect, and all the terms, conditions and requirements set forth in Section 11 of the Declaration shall be reinstated as to the successors in interest to the UG.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first written above.

**UG:**

**THE UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS**

By: \_\_\_\_\_  
Mark R. Holland, Mayor/CEO

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_ Clerk

STATE OF KANSAS                    )  
                                                  ) SS.  
COUNTY OF WYANDOTTE        )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Mark R. Holland, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas, and Kenneth Moore, Assistant Counsel of said Unified Government, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officials, and said Mark R. Holland, as Mayor/CEO duly acknowledged the execution of the same to be the act of the Unified Government; and Patrick Waters, as Assistant Counsel duly acknowledged the attestation of the same for and on behalf of said Unified Government and affixed thereto the seal of the Unified Government.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first written above.

**KKR:**

**KKR LEGENDS, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_

Dan Lowe, Authorized Signatory

Title: \_\_\_\_\_

Date executed: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by Dan Lowe, as Authorized Signatory of KKR Legends, L.L.C., a Delaware limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

[SEAL]



## **EXHIBIT A**

All of Lot 3, BALLPARK OF VILLAGE WEST, A Replat of Part of Lot 19, Block A, TOURISM DISTRICT, a subdivision lying in Section 2, Township 11 South, Range 23 East, Kansas City, Wyandotte County, Kansas.



# Staff Request for Commission Action

Tracking No. 171176

**Full Commission Meeting Date:** 6/29/17

**Committee:** Full Commission

Date of Standing Committee Action: N/A  
(If none, please explain): N/A

**Publication Required:** No

|                                                                                                                                                                                                                                        |                                       |                                |                                             |                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------|---------------------------------------------|-------------------------------------------------------|
| <u>Date:</u><br>06/21/2017                                                                                                                                                                                                             | <u>Contact Name:</u><br>Emerick Cross | <u>Contact Phone:</u><br>x6784 | <u>Contact Email:</u><br>ecross@wycokck.org | <u>Department/Division:</u><br>Administrator's Office |
| <u>Item Description:</u><br>The recommendations for the UG-Hollywood Casino-SVV grants are being submitted for your approval. The attached spreadsheet provides the summary of the selections made by the Mayor and each Commissioner. |                                       |                                |                                             |                                                       |
| <u>Action Requested:</u><br>Approve the recommendations and authorize distribution of the funds.                                                                                                                                       |                                       |                                |                                             |                                                       |
| <u>Budget Impact: (if applicable)</u><br>Amount:<br>Source:<br>Included In Budget:<br>Other (explain):                                                                                                                                 |                                       |                                |                                             |                                                       |
| <u>Attachments List:</u><br>2017 Casino Grants                                                                                                                                                                                         |                                       |                                |                                             |                                                       |

# Unified Government/Hollywood Casino Grant Recommendations 2017

2017

| Organization                               | Project Title                                         | Request Amt. | Holland  | Walker   | Bynum   | McKiernan | Markley  | Murguia  | Johnson | Kane     | Townsend | Philbrook | Walters  | Recommended     | %    |
|--------------------------------------------|-------------------------------------------------------|--------------|----------|----------|---------|-----------|----------|----------|---------|----------|----------|-----------|----------|-----------------|------|
| Argentine Betterment Corporation           | A Healthy Active Argentine for All Ages               | \$150,000    |          |          |         |           | \$32,000 | \$22,500 |         |          |          |           |          | <b>\$54,500</b> | 36%  |
| Armourdale Renewal Assoc.                  | Armourdale Community Garden, Nutrition, and Yea       | \$15,000     |          |          | \$1,000 | \$3,000   |          |          |         |          |          |           |          | <b>\$4,000</b>  | 27%  |
| Avenue of Life                             | Impact Wednesday Program                              | \$125,000    |          |          | \$1,500 | \$12,500  |          |          |         |          | \$5,000  |           |          | <b>\$19,000</b> | 15%  |
| Bethel Neighborhood Center                 | Youth Fit for Life                                    | \$40,000     |          |          | \$2,000 | \$6,000   |          |          |         |          |          |           |          | <b>\$8,000</b>  | 20%  |
| Bishop Ward High                           | HealthWise                                            | \$40,000     |          |          |         |           |          |          | \$2,500 |          |          |           |          | <b>\$2,500</b>  | 6%   |
| Cancer Action                              | Patient Services Program                              | \$15,000     |          |          | \$1,500 |           |          |          |         |          |          |           |          | <b>\$1,500</b>  | 10%  |
| Caritas Clinics/ Duchesne                  | Bilingual Diabetes Education                          | \$40,000     |          |          | \$1,000 | \$4,000   |          |          |         |          |          |           |          | <b>\$5,000</b>  | 13%  |
| Catholic Charities of NEKS                 | New Roots for Refugees                                | \$60,000     |          |          | \$1,000 |           |          |          | \$2,500 |          |          |           |          | <b>\$3,500</b>  | 6%   |
| CHWC                                       | Splitlog Farm Hydroponics Project                     | \$16,000     |          |          | \$1,500 | \$8,000   |          |          |         |          |          | \$3,000   |          | <b>\$12,500</b> | 78%  |
| Comm. Boxing & Fitness                     | Community Boxing & Fitness Center                     | \$40,000     |          |          |         |           |          |          |         |          | \$2,000  |           |          | <b>\$2,000</b>  | 5%   |
| County Fair Foundation                     | Phase 3 Trap Range at Wyandotte Fair Grounds          | \$53,515     |          | \$24,000 | \$2,000 |           |          |          |         | \$13,000 |          | \$5,000   |          | <b>\$44,000</b> | 82%  |
| Cross Lines Community Outreach Inc         | Healthy Choices Hunger Relief                         | \$20,000     |          |          | \$1,500 | \$2,000   |          |          |         |          |          | \$5,000   |          | <b>\$8,500</b>  | 43%  |
| Cultivate KC                               | Double Up Food Bucks Kansas City: Nutrition Incent    | \$25,000     |          |          | \$1,500 | \$2,000   | \$2,000  |          |         |          | \$5,000  |           |          | <b>\$10,500</b> | 42%  |
| Downtown Shareholders                      | Downtown Walking Clubs                                | \$13,000     |          |          | \$1,000 |           |          |          |         |          |          |           |          | <b>\$1,000</b>  | 8%   |
| Downtown Shareholders                      | KCK Farmers Market                                    | \$23,540     |          |          | \$1,000 |           |          |          |         |          |          | \$1,500   |          | <b>\$2,500</b>  | 11%  |
| El Centro Inc                              | Promotores de Salud Comprando Rico y Sano             | \$10,000     |          |          | \$1,000 |           |          |          |         |          |          |           |          | <b>\$1,000</b>  | 10%  |
| Episcopal Community Service                | Wyandotte Hunger Relief                               | \$50,000     |          |          | \$1,500 |           |          |          |         |          |          | \$5,000   |          | <b>\$6,500</b>  | 13%  |
| The Family Conservancy                     | Healthy Parents, Healthy Kids                         | \$20,000     |          |          |         | \$5,000   |          |          |         |          | \$5,000  |           |          | <b>\$10,000</b> | 50%  |
| Flaco Ramirez Boxing                       | FRB Inner City Gym Capital Improvements               | \$46,500     |          |          |         |           |          | \$20,000 |         |          |          |           |          | <b>\$20,000</b> | 43%  |
| Franklin Center                            | Playground in under-served area                       | \$49,000     |          |          |         |           |          | \$10,000 |         |          |          |           |          | <b>\$10,000</b> | 20%  |
| Friends of Yates                           | Living Healthy & Well: Nutrition, Physical Activity/E | \$50,000     |          |          | \$2,000 |           |          |          | \$7,500 |          | \$5,000  |           |          | <b>\$14,500</b> | 29%  |
| Grinter Place Friends                      | Grinter Place Friends Walking Trail, Phase II Asphalt | \$33,860     |          |          |         |           | \$18,500 |          |         |          |          |           |          | <b>\$18,500</b> | 55%  |
| Harvesters                                 | Feeding Wyandotte County                              | \$50,000     |          |          | \$1,500 |           |          |          |         |          | \$5,000  |           |          | <b>\$6,500</b>  | 13%  |
| Hillcrest Ministries of Wy. Co.            | Health & Wellness for the Homeless                    | \$25,000     |          |          |         |           |          |          | \$2,500 |          |          | \$5,000   |          | <b>\$7,500</b>  | 30%  |
| HNMA/Learn to Earn                         | 2017 Learn To Earn Program                            | \$38,720     | \$5,000  | \$15,000 | \$1,500 |           |          |          | \$7,500 |          | \$5,000  |           |          | <b>\$34,000</b> | 88%  |
| Humane Society of GKC                      | Healthy Pets, Healthy Owners, Healthy Community       | \$25,000     |          |          | \$1,500 |           |          |          |         |          |          | \$5,000   |          | <b>\$6,500</b>  | 26%  |
| KC Community Gardens                       | Community Gardens and Orchards for Healthy Wya        | \$33,000     |          | \$7,000  | \$1,000 | \$6,000   |          |          |         |          | \$2,000  |           |          | <b>\$16,000</b> | 48%  |
| KC Healthy Kids                            | Advocacy for Healthy Wyandotte                        | \$35,000     |          |          | \$1,000 |           |          |          |         |          |          |           |          | <b>\$1,000</b>  | 3%   |
| KC United Youth Sports                     | 2nd Annual Mary Ann Flunder/OK Program/KC Unit        | \$125,000    | \$7,500  |          | \$1,000 |           |          |          | \$5,000 |          |          |           |          | <b>\$13,500</b> | 11%  |
| Kansas City Kansas West Kiwanis Foundation | Bike Safety Rodeo/Car Seat Check                      | \$5,000      |          |          |         |           |          |          |         | \$2,000  |          | \$2,000   |          | <b>\$4,000</b>  | 80%  |
| Leavenworth Rd. Assoc.                     | Meet-n-Greet                                          | \$5,000      |          |          | \$1,500 |           |          |          |         |          |          | \$1,000   |          | <b>\$2,500</b>  | 50%  |
| Leavenworth Rd. Marker                     | Placement of Historic Neighborhood marker to high     | \$6,000      |          |          |         |           |          |          |         |          | \$1,500  |           |          | <b>\$1,500</b>  | 25%  |
| Love Outreach Intl Ministries              | Homeless Men's Empowerment Project                    | \$30,000     |          |          | \$1,500 |           |          |          | \$5,000 |          | \$5,000  |           |          | <b>\$11,500</b> | 38%  |
| MARC                                       | Edwardsville Riverfront Bike & Pedestrian Trial       | \$62,000     |          |          |         |           |          |          |         |          |          |           | \$15,000 | <b>\$15,000</b> | 24%  |
| Mercy and Truth                            | Increasing access to healthcare year 2                | \$90,000     |          |          | \$1,500 | \$2,000   |          |          | \$5,000 |          |          | \$10,000  |          | <b>\$18,500</b> | 21%  |
| Mo-Kan 20-20 Vision Inc.                   | Bonner Media Center - Learning without Walls          | \$7,500      |          |          |         |           |          |          |         |          |          |           | \$7,500  | <b>\$7,500</b>  | 100% |
| Mo-Kan 20-20 Vision Inc.                   | J.C. Harmon Futsal Court Lighting                     | \$15,000     |          |          |         |           |          |          |         | \$9,000  |          |           |          | <b>\$9,000</b>  | 60%  |
| Mo-Kan 20-20 Vision Inc.                   | Piper Pirates Outdoor Classroom                       | \$13,000     |          |          |         |           |          |          |         | \$13,000 |          |           |          | <b>\$13,000</b> | 100% |
| NE KS Library Foundation                   | Bonner Springs Farmer's Market                        | \$12,000     |          |          | \$1,000 |           |          |          |         |          |          |           | \$8,000  | <b>\$9,000</b>  | 75%  |
| Oak Ridge Missionary Baptist               | Nutrition, Education and Fitness Initiative           | \$50,000     | \$30,000 |          | \$2,500 |           |          |          |         |          |          | \$5,000   |          | <b>\$37,500</b> | 75%  |
| Piper Soccer Club                          | Piper Soccer Club                                     | \$150,000    |          |          |         |           |          |          |         | \$13,000 |          |           |          | <b>\$13,000</b> | 9%   |
| Quindaro Development Corporation           | Summer Enrichment Program                             | \$13,000     |          | \$6,500  | \$2,000 |           |          |          | \$2,500 |          | \$5,000  |           |          | <b>\$16,000</b> | 123% |
| Sharing Community in Rosedale, Inc.        | Rainbow Freedom School                                | \$20,000     | \$10,000 |          |         |           |          |          |         |          |          |           |          | <b>\$10,000</b> | 50%  |
| Riverview Health Services                  | Northeast Health & Wellness Program                   | \$25,000     |          |          | \$1,000 |           |          |          |         |          |          | \$5,000   |          | <b>\$6,000</b>  | 24%  |

Unified Government/Hollywood Casino Grant Recommendations 2017

|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|---------------------------------------------------------------|----------------------------------------------------|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------------|-----|
| Rosedale Dev. Assoc                                           | Rosedale Healthy Kids                              | \$18,000       |          |          | \$2,000  |          |          |          |          |          |          |          |          |          | <b>\$2,000</b>      | 11% |
| Turner Community Connection                                   | 2017 Keep Turner Moving                            | \$38,500       |          |          | \$2,000  |          |          |          |          |          |          |          |          |          | <b>\$2,000</b>      | 5%  |
| Turner House                                                  | Healthy Lifestyles for Underserved Children and Ob | \$20,000       |          |          |          | \$2,000  |          |          |          |          |          |          |          |          | <b>\$2,000</b>      | 10% |
| U S Conf of Bishops (Blessed Sacrament)                       | Blessed Sacrament Health Programs                  | \$13,520       |          |          | \$2,000  |          |          |          | \$5,000  |          |          |          |          |          | <b>\$7,000</b>      | 52% |
| United Way Of Wyandotte County Inc.                           | 2017 Wyandotte County Back to School Fair          | \$30,000       |          |          | \$1,000  |          |          |          |          |          | \$5,000  |          |          |          | <b>\$6,000</b>      | 20% |
| Vaughn-trent Community Serv.                                  | Bonner Springs - Edwardsville Fresh Foods Program  | \$18,000       |          |          |          |          |          |          |          |          |          |          | \$12,000 |          | <b>\$12,000</b>     | 67% |
| Village Initiative                                            | Addiction and Recovery Services                    | \$50,000       |          |          |          |          |          |          | \$2,500  |          |          |          |          |          | <b>\$2,500</b>      | 5%  |
| Working Families Friends                                      | Emergency Assistance                               | \$15,000       |          |          |          |          |          |          |          | \$2,500  |          |          |          |          | <b>\$2,500</b>      | 17% |
| Wy Co Parks Foundation                                        | Accessible sidewalk and accessible playground upgr | \$50,000       |          |          | \$2,000  |          |          |          |          |          |          |          |          |          | <b>\$2,000</b>      | 4%  |
| Young Mens Christian Association Of Greater                   | Y Nights                                           | \$30,990       |          |          | \$2,000  |          |          |          |          |          |          |          | \$10,000 |          | <b>\$12,000</b>     | 39% |
| Young Women on the Move                                       | Youth Advocates for a Healthy KCK                  | \$50,000       |          |          | \$2,000  |          |          |          | \$5,000  |          | \$2,000  |          |          |          | <b>\$9,000</b>      | 18% |
|                                                               |                                                    | \$2,104,645.00 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | \$52,500 | <b>\$577,500.00</b> |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| 2017 UNIFIED GOVERNMENT/HOLLYWOOD CASINO GRANT NON-RECIPIENTS |                                                    |                |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Organization                                                  | Project Title                                      | Request Amt.   |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Angels of Grace Family Services Inc.                          | Angels of Grace Kids on the Move                   | \$30,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Artist Outreach, Inc.                                         | Play With Your Food! Culinary Nutrition Classes    | \$7,500        |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Budget and Financial Management Assistance                    | Fresh Food for You                                 | \$1,200        |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| DMB Dance Inc.                                                | DMB Dance National Dance Competition Participati   | \$20,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Girls On The Run Serving Greater Kansas City                  | Girls on the Run of Greater Kansas City            | \$15,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Kansas City Kansas School Foundation                          | KCKPS GoNoodle Plus                                | \$11,203       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| KVC Hospitals, Inc.                                           | Hospital to Home                                   | \$50,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Mattie Rhodes Center                                          | Soccer For Success in Wyandotte County             | \$35,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Mo-Kan 20-20 Vision Inc.                                      | Washington Wildcat Lab                             | \$5,000        |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Mo-Kan 20-20 Vision Inc.                                      | Sumner Academy-Outdoor Lab                         | \$8,000        |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Quindaro Gardens Institute                                    | Neighborhood Center                                | \$100,000      |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Resurrection Catholic School at the Cathedral                 | Early Childhood Playground                         | \$41,768       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Safe Haven Community Development Corpora                      | Free2BeMe                                          | \$49,610       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Special Olympics Kansas, Inc.                                 | Special Olympics Kansas Health Heroes              | \$10,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
| Wildwood Outdoor Education Center Inc.                        | Wildwood Summer Program                            | \$20,000       |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |
|                                                               |                                                    | \$404,281.00   |          |          |          |          |          |          |          |          |          |          |          |          |                     |     |