

**AGENDA UPDATE
DECEMBER 10, 2015 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 GEORGE KEMPER, EBENEZER MINISTRIES**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THE DECEMBER 10, 2015 AGENDA**
- 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. ADMINISTRATOR'S AGENDA**
- XIII. STANDING COMMITTEES' AGENDA**
- XIV. COMMISSIONERS' AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES' AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

SERGEANT-AT-ARMS: CAPTAIN KENT ANDERSON

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION BY GEORGE KEMPER, EBENEZER MINISTRIES**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THE DECEMBER 10, 2015 AGENDA**

X. NON-PLANNING CONSENT AGENDA

ITEM NO. 5 - 15295....RESOLUTION: AMEND THE 2017 COMMISSION MEETING SCHEDULE

Synopsis: A resolution amending the 2017 Commission meeting schedule, submitted by Ken Moore, Chief Legal Counsel.

January 5, 2017 - Add Planning & Zoning meeting
February 23, 2017 - Delete Planning & Zoning meeting
March 2, 2017 - Add Planning & Zoning meeting

XII. ADMINISTRATOR'S AGENDA

ADDITIONAL INFORMATION

ITEM NO. 6 - 15294....RESOLUTION: MOU WITH FOP 4

Synopsis: Submission of the resolution authorizing the execution of Memorandum of Understanding between the UG and Fraternal Order of Police (FOP) 4, submitted by Joe Connor, Assistant County Administrator. The union has ratified the contract. 601 employees covered by labor agreement, equates to 40% of the total.

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.)

PLANNING AND ZONING

VII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATIONS

Item No. 1 - #3095 - JOE HERRING FOR HERRING SURVEY, INC.

Synopsis:

Change of zone from A-G Agriculture District to R-1 Single Family District to subdivide the property at 11011 Leavenworth Road, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15216

Item No. 2 - #3099 - HAROLD PHELPS WITH PHELPS ENGINEERING

Synopsis:

Change of zone from R-1 Single Family District to A-G Agriculture District for an agriculture use at 7251 Locust Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15218

Item No. 3 - #3100 – DAVID AND PATRICIA JOHNSON WITH PSB INVESTMENTS

Synopsis:

Change of Zone from R-1 Single Family District to CP-O Planned Nonretail Business District for a new doctor's office with parking and expansion for existing doctor's office at 1205 North 90th Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15219

B. SPECIAL USE PERMIT APPLICATIONS

Item No. 1 - #SP-2015-63 – RICHARD AND MARY LESLIE

Synopsis:

Renewal of a special use permit (#SP-2013-47) for a kennel for four dogs at 334 North Thorpe Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR FIVE YEARS)**

Tracking #: 15209

Item No. 2 - #SP-2015-64 – RONALD E. ISOM

Synopsis:

Special use permit for a storage container at 3002 Delavan Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR EIGHTEEN MONTHS)**

Tracking #: 15220

Item No. 3 - #SP-2015-65 – REID ROBERTS

Synopsis:

Renewal of a special use permit for live entertainment in conjunction with event center at 3150 North 91st Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR FIVE YEARS)**

Tracking #: 15210

Item No. 4 - #SP-2015-66 – JESUS M. RODRIGUEZ

Synopsis:

Special Use Permit for the Temporary Use of Land to keep lawn care equipment for their business at 1701 South 40th Street, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR TWO YEARS)**

Tracking #: 15221

Item No. 5 - #SP-2015-67 – DIEGO TOTO WITH XM AUTOMOTIVE

Synopsis:

Special use permit for a mechanic/heavy repair shop at 4439 Shawnee Drive, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR TWO YEARS)**

Tracking #: 15222

Item No. 6 - #SP-2015-68 – JEFF PIERCE/L. G. EVERIST, INC.

Synopsis:

Renewal of a special use permit (#SP-2013-55) for a dirt fill at 8600 Gibbs Road, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR FIVE YEARS)**

Tracking #: 15211

C. VACATION APPLICATION

Item No. 1 - #A-2015-11 – WIL ANDERSON WITH BHC RHODES

Synopsis:

Vacation of an alley at 1122 Southwest Boulevard, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15225

D. PLAN REVIEW APPLICATION

Item No. 1 - #PR-2015-20 – KHALID BANDAY/KAM DESIGN & CONSTRUCTION, INC.

Synopsis:

Preliminary plan review for a C-store at 7552 State Avenue, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15227

E. MASTER PLAN APPLICATION

Item No. 1 - #MP-2015-4 – DAVID AND PATRICIA JOHNSON WITH PSB INVESTMENTS

Synopsis:

ORDINANCE AMENDMENT: Certain amendments to Section 27-340, Section 27-593(a), Section 27-608(4), Section 27-612(8), Section 27-613(9), Section 27-614, Section 27-615, and Section 27-616, Planning and Development of Kansas City, Kansas Code of Ordinances, generally concerning the definition of farmers' markets and special use permit requirements for zoning districts AG, C-1, C-D, C-2, C-3, M-1, M-2, M-3, and TND, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15219

F. MISCELLANEOUS - ORDINANCE AMENDMENTS

Item No. 1 - ORDINANCE AMENDMENT: FARMERS' MARKETS

Synopsis:

Certain amendments to Section 27-340, Section 27-593(a), Section 27-608(4), Section 27-612(8), Section 27-613(9), Section 27-614, Section 27-615, and Section 27-616, Planning and Development of Kansas City, Kansas Code of Ordinances, generally concerning the definition of farmers' markets and special use permit requirements for zoning districts AG, C-1, C-D, C-2, C-3, M-1, M-2, M-3, and TND, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 15228

Item No. 2 - ORDINANCE AMENDMENT: FOOD TRUCKS

Synopsis:

A new provision to Section 27-612 Planning and Development of Kansas City, Kansas Code of Ordinances, to amend where food trucks and mobile food vendors may operate without a Special Use Permit submitted by Robin H. Richardson, Director of Planning, 573-5774

(RECOMMENDED FOR APPROVAL)

Tracking #: 15229

G. MISCELLANEOUS - PLANNING AND ZONING ORDINANCES (items previously approved)

Item No. 1 - ORDINANCE: FARMERS' MARKETS

Synopsis:

An ordinance amending the permitting process for farmers' markets; amending Sections 27-340, 27-593, 27-608, and 27-611 through 27-616 to Chapter 27, Article VIII, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

Tracking #: 15228

Item No. 2 - ORDINANCE: FOOD TRUCKS

Synopsis:

An ordinance amending the permitting process for food trucks and mobile food vending; amending Sections 27-340 and 27-612 through 27-614 to Chapter 27, Article VIII, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

Tracking #: 15229

VIII. PLANNING AND ZONING NON-CONSENT AGENDA

A. SPECIAL USE PERMIT APPLICATION

Item No. 1 - #SP-2015-69 – THE HEALTHCARE RESORT OF KANSAS CITY

Synopsis:

Special use permit for a liquor license in conjunction with assisted living and skilled nursing facility at 8900 Parallel Parkway, submitted by Robin H. Richardson, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR TWO YEARS – 5/1 VOTE)**

Tracking #: 15223

B. MISCELLANEOUS – PLANNING AND ZONING

Item No. 2 - UPDATE: K-32 CORRIDOR PLAN, ROSEDALE MASTER PLAN AND REWRITE OF SIGN CODE

Synopsis:

Update on K-32 Corridor Plan, Rosedale Master Plan and Rewrite of Sign Code by Robin H. Richardson, AICP, Director of Planning.

Tracking #: 15290

TAX STATUS REPORT
BOARD OF COMMISSIONERS AGENDA FOR DECEMBER 10, 2015

None of the properties included in applications to be considered on the Planning & Zoning agenda have delinquent taxes prior to 2014.

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 SESSION

IX. MAYOR'S AGENDA

X. NON-PLANNING CONSENT AGENDA

(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.)

Item No. 1 - ORDINANCES: ADDITIONAL IRBS FOR PQ CORPORATION

Synopsis:

Two ordinances authorizing the issuance of additional taxable industrial revenue bonds for the PQ Corporation project located at 1700 Kansas Avenue, submitted by George Brajkovic, Economic Development Director.

- Industrial Revenue Bonds, Series 2015A - \$14M
- Industrial Revenue Bonds, Series 2015B - \$13.5M

On December 5, 2013, the Commission unanimously adopted a master resolution of intent (R-127-13) to issue \$219M in IRBs and a 75% tax abatement for PQ Corporation's multiphase expansion.

Tracking #: 15278

Item No. 2 - RESOLUTION: DONATION AGREEMENT FOR SOUTH PATROL SITE

Synopsis:

A resolution approving a donation agreement between the Unified Government and Argentine Retail Developers, Inc. for a site to be used for the South Patrol facility, submitted by Mike Tobin, Interim Public Works Director. The 8.99 acres is in the vicinity of the northeast corner of Metropolitan Avenue and S. 24th St.

Tracking #: 15276

Item No. 3 - POLICY CHANGES: TRANSIT AND FEES

Synopsis:

Recommending various changes to the transit policy and fee schedule, submitted by Justus Welker, Director of Transportation.

*On November 30, 2015, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 15265

Item No. 4 - RESOLUTION: GRANT APPLICATION AND ACCEPTANCE POLICY

Synopsis:

A resolution adopting a Grant Application and Acceptance Policy dated December 10, 2015, submitted by Ken Moore, Chief Legal Counsel.

*On November 30, 2015, the **Administration and Human Services Standing Committee**, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.*

Tracking #: 15172

Item No. 5 - COMMUNICATION: AMEND COMMISSION MEETING SCHEDULE

Synopsis:

Amend the regular schedule of Unified Government Commission meeting dates to reflect the following changes for Planning & Zoning Full Commission meetings, submitted by Carol Godsil, Deputy UG Clerk:

December 12, 2016 move to January 5, 2017

February 23, 2017 move to March 2, 2017

Tracking #: 15295

Item No. 6 - REAPPOINTMENTS/APPOINTMENT: BOARDS AND COMMISSIONS

Synopsis:

Reappointments/Appointment to Boards and Commissions:

Reappointment of Dennis McWilliams to Golf Advisory Board, 12/10/15 to 5/30/19, submitted by Commissioner Johnson

Reappointment of George Gates to Self-Supported Municipal Improvement District Advisory Board, 12/10/15 to 5/30/19, submitted by Commissioner Johnson

Reappointment of Anne McDonald to Housing Authority Board, 12/10/15 to 5/30/19, submitted by Commissioner McKiernan

Appointment of Jeffery M. Sachen to Wyandotte County Park Board, 12/10/15 to 5/30/17, submitted by Commissioner Walker

Tracking #: 15277

Item No. 7 - MINUTES

Synopsis:

Minutes from regular sessions of October 29 and November 12, 2015; and special sessions of November 12 and 19, 2015.

Tracking #: MINUTES

Item No. 8 - WEEKLY BUSINESS MATERIAL

Synopsis:

Weekly business material dated November 19, 25 and December 3, 2015.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

XII. ADMINISTRATOR'S AGENDA

Item No. 1 - ORDINANCE: BOARD OF PUBLIC UTILITY REVENUE BONDS

Synopsis:

An ordinance authorizing the issuance of Utility System Improvement Revenue Bonds, Series 2016-A, subject to six parameters, submitted by Lew Levin, Chief Financial Officer.

On December 19, 2013, the Commission unanimously adopted Resolution No. R-128-13, authorizing the utility system improvement bonds.

Tracking #: 15281

Item No. 2 - RESOLUTION: PUBLIC BUILDING COMMISSION BONDS FOR BPU BUILDING

Synopsis:

A resolution requesting the Public Building Commission to issue revenue bonds to acquire the office building located at 540 Minnesota Avenue for continued use as an office building for the Board of Public Utilities, submitted by Lew Levin, Chief Financial Officer.

Tracking #: 15283

Item No. 3 - RESOLUTION: CRICKET WIRELESS AMPHITHEATER FINANCING

Synopsis:

A resolution authorizing a base lease with the Public Building Commission whereby the UG will lease from the PBC certain public facilities and buildings for use by the UG, submitted by Debbie Jonscher, Deputy Finance Director.

Tracking #: 15280

Item No. 4 - RESOLUTION: ACQUISITION OF REAL ESTATE FOR THE UG'S MEDICAL CLINIC

Synopsis:

A resolution authorizing the acquisition of 800 and 810 Ann Avenue and the construction and furnishing of a building located at such sites for the purpose of establishing a medical clinic to serve employees of the UG, submitted by Debbie Jonscher, Deputy Finance Director.

Tracking #: 15282

Item No. 5 - RESOLUTION: APPOINTMENT OF INTERIM COUNTY APPRAISER

Synopsis:

Appointment of Katherine Briney as Interim County Appraiser, effective December 17, 2015,

submitted by Joe Connor, Assistant County Administrator.

Tracking #: 15292

Item No. 6 - RESOLUTION: MOU WITH FOP 4

Synopsis:

A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) between the Unified Government and the Fraternal Order of Police (FOP) 4, submitted by Joe Connor, Assistant County Administrator.

Tracking #: 15294

Item No. 7 - RESOLUTION: MOU WITH PLUMBERS LOCAL UNION NO. 8

Synopsis:

A resolution authorizing the execution of a Memorandum of Understanding between the Unified Government and Plumbers Local Union No. 8, submitted by Joe Connor, Assistant County Administrator.

Tracking #: 15293

- XIII. STANDING COMMITTEES' AGENDA**
- XIV. COMMISSIONERS' AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES' AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

(Published _____)

RESOLUTION NO. _____

A RESOLUTION amending Resolution No. **R-27-15** by cancelling a Unified Government Commission meeting previously set and adding two additional Commission meetings, and repealing that portion of Resolution No. **R-27-15** which conflicts with this Resolution.

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

WHEREAS, pursuant to the provisions of Section 2.57 of the Unified Government Code and Section 107.a. of the Unified Government Commission Rules of Procedure, the Commission adopted a schedule of Commission and Standing Committee meeting dates from May 14, 2015, through April 20, 2017, in Resolution No. **R-27-15**; and

WHEREAS, the Commission has determined that the Planning and Zoning agenda of the Commission meeting scheduled for **February 23, 2017**, should be cancelled; and

WHEREAS, the Commission has also determined that an additional Planning and Zoning Commission meeting should be scheduled on **January 5, 2017**, and that an additional Planning and Zoning Commission meeting should be scheduled on **March 2, 2017**,

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

1. That the Full Commission Meeting Schedule adopted in Resolution No. **R-27-15** be amended by cancelling the Planning and Zoning agenda portion of the Full Commission meeting scheduled on **February 23, 2017**.
2. That the Full Commission Meeting Schedule adopted in Resolution No. **R-27-15** be amended by adding two additional Full Commission meetings as follows:
 - (a) Planning and Zoning Commission Meeting -- Thursday, **January 5, 2017**; and
 - (b) Planning and Zoning Commission Meeting -- Thursday, **March 2, 2017**.
3. That such portion of Resolution No. **R-27-15** which conflicts with this Resolution is hereby repealed.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 10TH DAY OF DECEMBER 2015.

Unified Government Clerk

RESOLUTION NO. _____

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

That the County Administrator of the Unified Government of Wyandotte
County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified
Government Clerk is hereby authorized and directed to attest the signature of said
County Administrator and to attach the seal of the Unified Government thereto as the
voluntary act of the Unified Government to a Memorandum of Understanding between
the Unified Government of Wyandotte County/Kansas City, Kansas, and The FOP 4.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2015.**

Mark Holland, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

Kenneth J. Moore
Chief Counsel



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: **Change of Zone Petition #3095 (15216)**

GENERAL INFORMATION

Applicant:
Joe Herring

Status of Applicant:
Representative
Herring Survey Inc.

Requested Actions:
Change of Zone from
AG Agricultural District to R-1 Single Family
District for 1.8 acres

Date of Application:
August 28, 2015

Purpose:
To change the zoning of 1.5 of the total 19.41
acres of the property from AG to R-1 in order
to subdivide a portion of the property

Property Location:
11011 Leavenworth Road

Existing Zoning: AG Agricultural District



Surrounding Zoning: **North:** R-1 Single Family District
 South: R-1 Single Family District
 East: AG Agricultural District/R-1 Single Family District
 West: AG Agricultural District

Existing Uses: **North:** Single family residences
 South: Single family residences
 East: Large-lot single family residences
 West: Large-lot single family residences

Master Plan Designation: Low Density Residential

Major Street Plan: Leavenworth Road is a designated

Total Tract Size: 19.41acres

Advertisement: The Wyandotte Echo – September 17, 2015
 Letters to Property Owners – September 15, 2015, September 29, 2015 and November 24, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is seeking a rezoning of 1.5 of the 19.41 total acres in order to subdivide the property and sell the 1.8 acre portion.

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

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The character of the neighborhood is low density, large-lot residential and rural in nature.

2. The zoning and uses of properties nearby and the proposed uses expected compatibility with them.

Nearby there are areas both designated as low-density residential and agricultural; the change to R-1 Single Family would not be in conflict with nearby uses.

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

The removal of restrictions on the property is not foreseen to have a negative effect on nearby property.

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

The property is not 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.*

While the proposed use is not necessary for the convenience or welfare of the public, it will not likely impact the use, visual quality, or marketability of nearby properties.

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 change would not increase the traffic or parking demands on the property.

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

The Master Plan designates this property for low-density residential use. The Prairie-Delaware-Piper Master Plan designates this area for suburban residential use.

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

The proposed use is not foreseen to have any effect on the natural environment.

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

Existing

d. Police

Police service is provided by District #222

e. Fire

Fire service is provided by Station #4

f. Transit

N/A

g. Schools

Piper USD 203

h. Streets

See item #6 above

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

The proposed use is not foreseen to have an economic impact on the community.

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

The proposed use would meet 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 as compared to the hardship imposed on the landowners is minimal.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 19, 2015. Three people were in attendance.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Change of Zone Application #3095, subject to:

Urban Planning and Land Use Comments:

As lots are only permitted to be less than 3 times as long as they are wide, please confirm the dimensions of both the new lot being created (to be zoned R-1) and the dimensions for the remaining portion of the existing lot. (Note that the R-1 lot must have 50 feet of right-of-way frontage).

Applicant Response:

The remaining portion will have 425 of frontage left.

1 to 3 would need 1275 maximum depth.

It would meet this if the distance is taken from the 50' right of way line having 1273 or a 1 to 2.995 ratio

Taken from the section line $425 \times 1323 = 1$ to 3.11 ratio (16' short in width)

Since this is just the rezone portion of the process - then end goal would be to combine the remainder of the 20 acres with her residence on the west. Then the ratio would not be in question at all.

Upon the splitting of the property or adjusting the boundary lines - if additional right of way is required to get to 50 feet then that instrument will be created at that time.

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 COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

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 **APPROVAL** of Petition #3095 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Plot Plans
Aerial Map
Zoning Map

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	November 9, 2015	December 10, 2015
Rezoning	Approval	

STAFF CONTACT: **Jamie Ferris** **jferris@wycokck.org**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3095 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 #3095, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15216 CHANGE OF ZONE APPLICATION #3095 – JOE HERRING FOR HERRING SURVEY, INC. - SYNOPSIS: Change of Zone from A-G Agriculture District to R-1 Single Family District to subdivide the property 11011 Leavenworth Road

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 September 17, 2015 and September 29, 2015;
7. The Notices to property owners dated September 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. Planning Commissioner Carson stated that he is within the 200' notification area but he did not attend the neighborhood meeting.

Mr. Joe Herring, Herring Surveying, 315 North 5th Street, Leavenworth, Kansas, applicant, appeared in support of this application. He stated that the owners are also present and the goal is to rezone the portion of the property surrounding the house in order to sell the house and the remainder of the property will be agricultural. In going through the staff report it appears that there are no negative effects and staff seems to support it. They are in agreement with the staff report. He stated that the owner had a neighborhood meeting and there were three (3) people present and there was a question if the plan was to put additional housing on the property and her answer was no; it was strictly to keep it agricultural use.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff recommends approval subject to the staff stipulations.

On motion by Dr. Serda, seconded by Mr. Wing, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3095:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

As lots are only permitted to be less than 3 times as long as they are wide, please confirm the dimensions of both the new lot being created (to be zoned R-1) and the dimensions for the remaining portion of the existing lot. (Note that the R-1 lot must have 50 feet of right-of-way frontage).

Applicant Response:

The remaining portion will have 425 of frontage left.

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It would meet this if the distance is taken from the 50' right of way line having 1273 or a 1 to 2.995 ratio

Taken from the section line $425 \times 1323 = 1$ to 3.11 ratio (16' short in width)

Since this is just the rezone portion of the process - then end goal would be to combine the remainder of the 20 acres with her residence on the west. Then the ratio would not be in question at all.

Upon the splitting of the property or adjusting the boundary lines - if additional right of way is required to get to 50 feet then that instrument will be created at that time.

Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

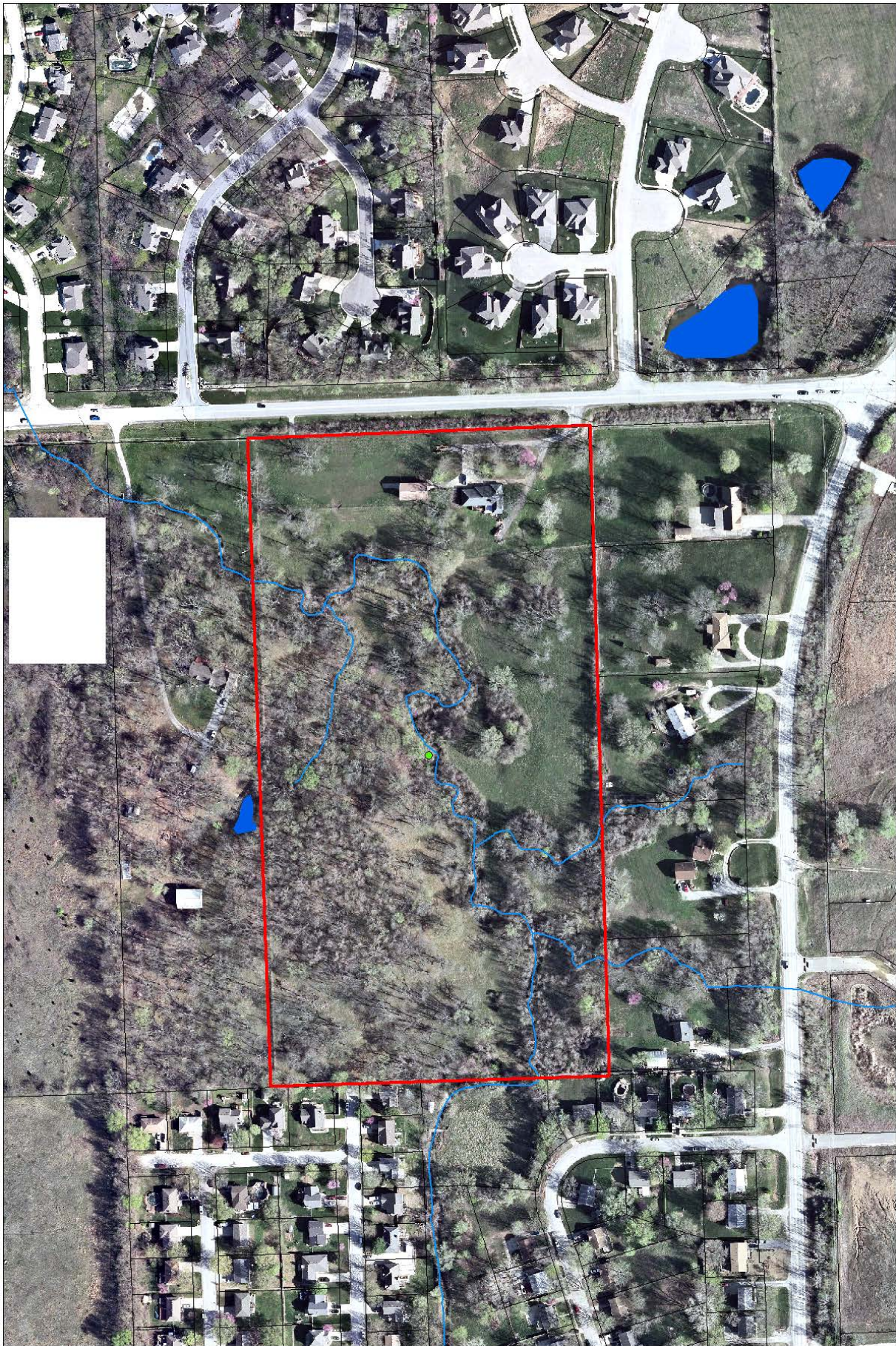
1) None

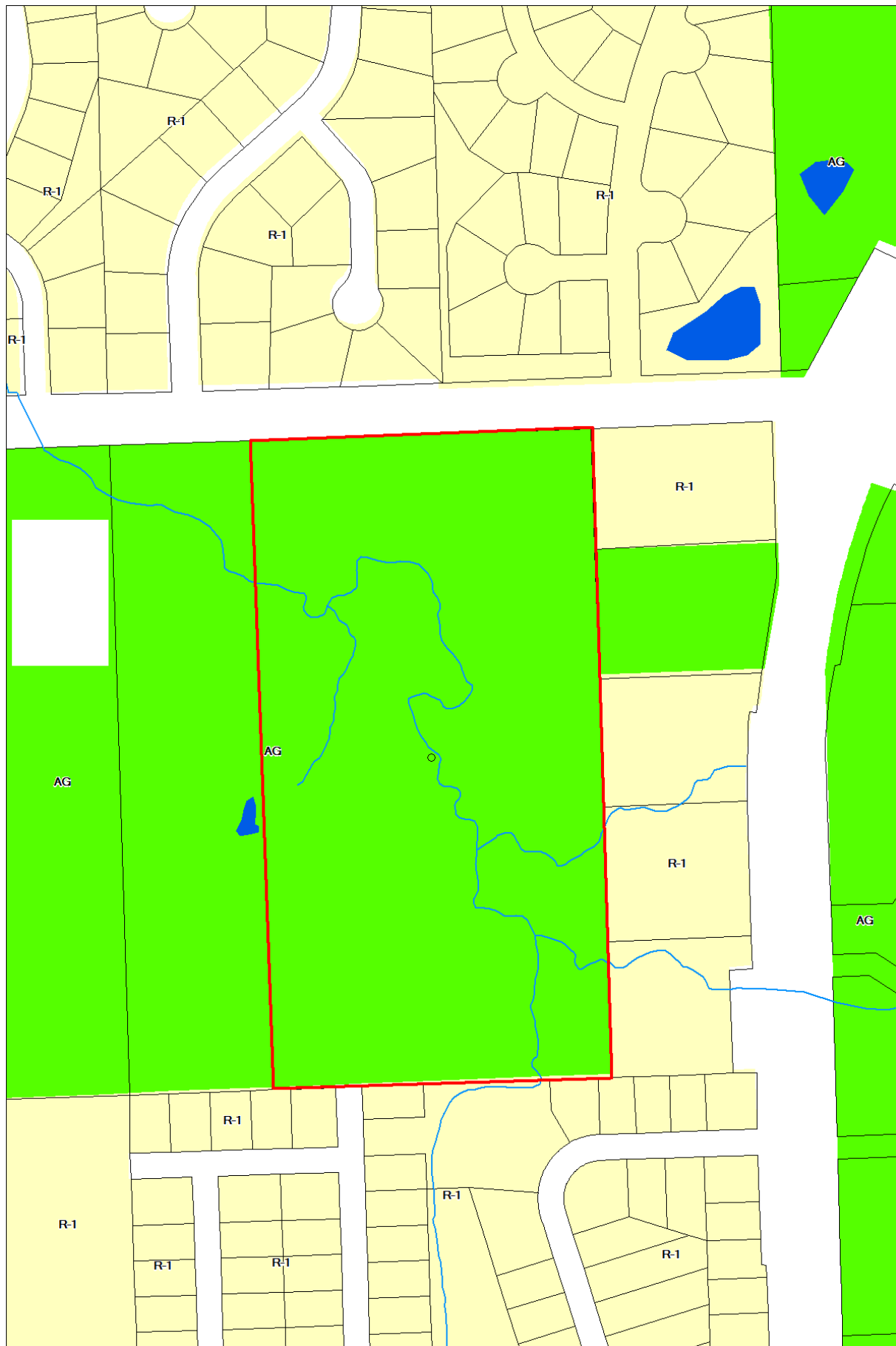
B) Items that are conditions of approval (stipulations):

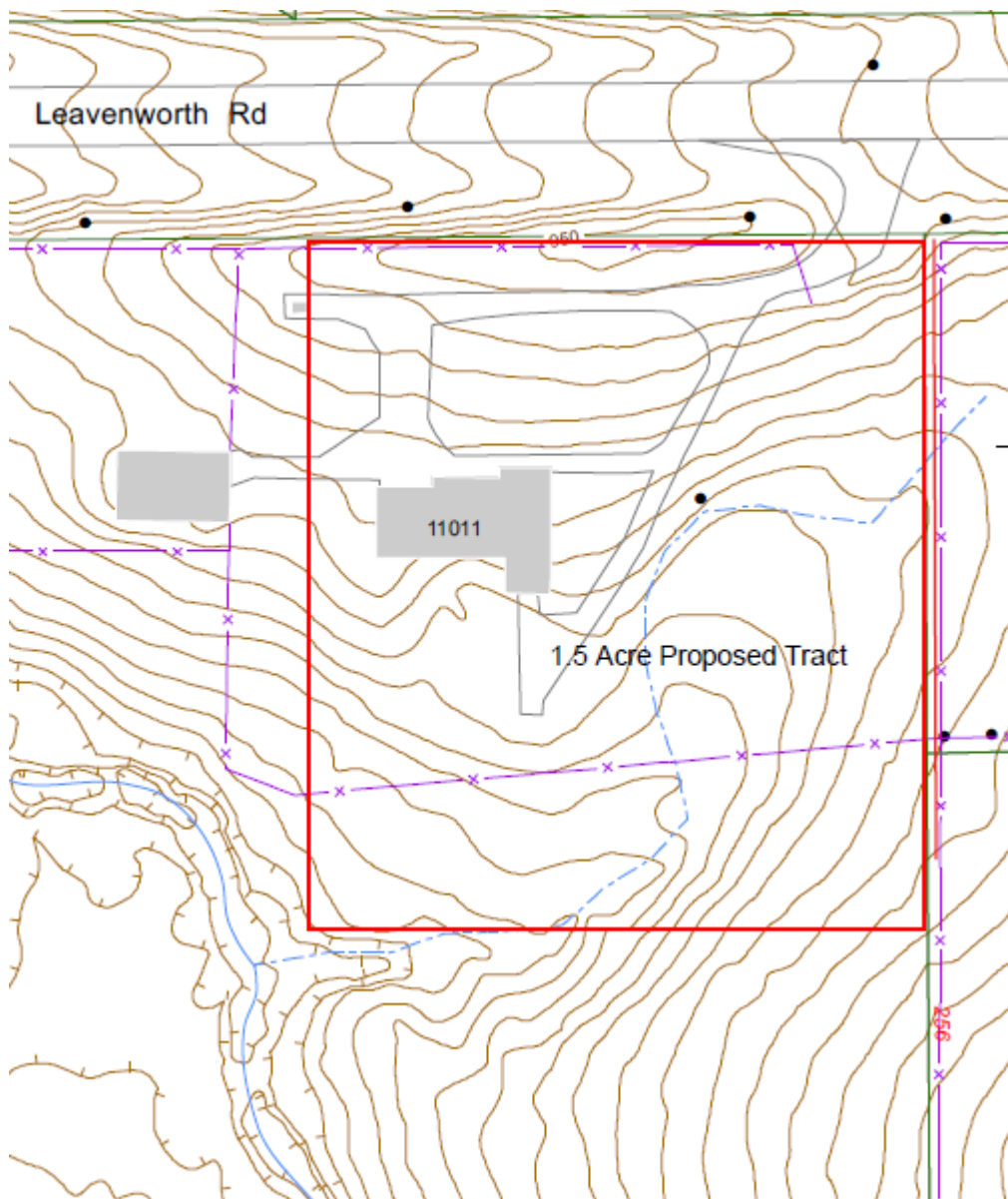
1) None

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

1) None







REZONE EXHIBIT

PREPARED FOR:

Verona Chaffin Schmidt
11011 Leavenworth Road
Kansas City, KS

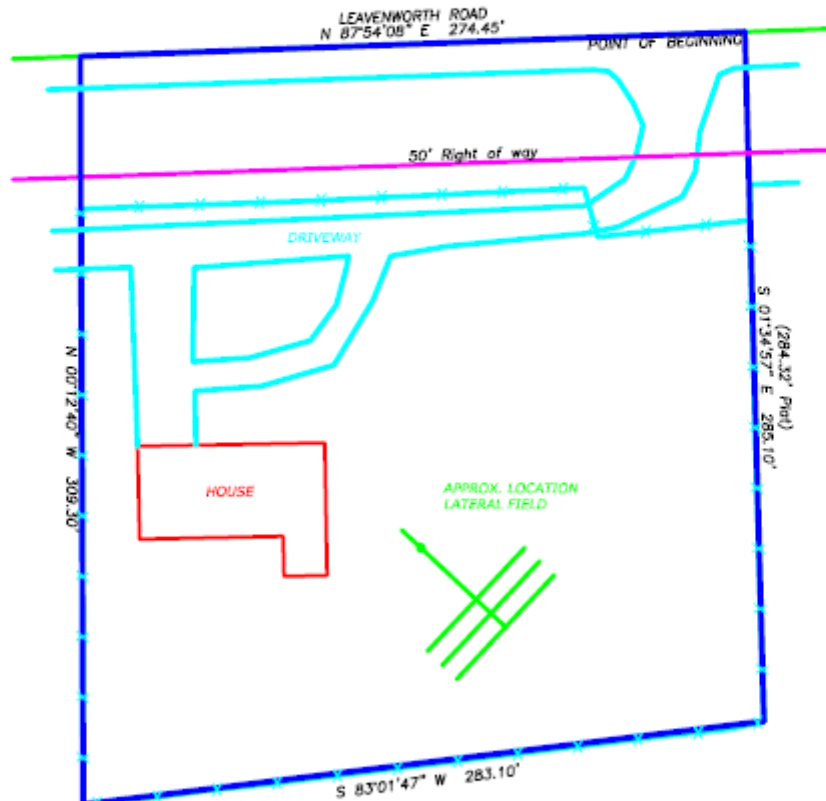
REZONE DESCRIPTION:

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 34, Township 10 South, Range 24 East of the 6th P.M., Wyandotte County, Kansas, more fully described as follows: Beginning at a point being 378.00 feet West of the Northeast corner of the Northwest Quarter of said Northeast Quarter; thence South 01 degrees 34'57" East for a distance of 285.10 feet along the West line of Lot 1 of McKENZIE ACRES NO.1 to the Southwest corner of said Lot 1; thence South 83 degrees 01'47" West for a distance of 283.10 feet; thence North 00 degrees 12'40" West 309.30 feet; thence North 87 degrees 54'08" East 274.45 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contain 1.8 acres, more or less, including road right of way.

Intent of the rezone description is for rezone only, not for transferring of property. Upon approval for rezoning, a certificate of survey will be created with the new description and recorded.



Scale 1" = 60'

K-15-916

July 28, 2015

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY



PDF created with pdfFactory trial version www.pdffactory.com



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: **Change of Zone Petition #3099 (15218)**

GENERAL INFORMATION

Applicant:
Harold Phelps

Status of Applicant:
Representative
Phelps Engineering, Inc.
1270 North Winchester
Olathe, KS 66061

Requested Actions:
Change of Zone from
R-1 Single Family District to A-G Agriculture
District

Date of Application:
September 25, 2015

Purpose:
To create four (4) tracts of land for agricultural use

Property Location:
7251 Locust Avenue

Existing Zoning: R-1 Single Family District



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:** Vacant land, heavily wooded
 South: Single family homes
 East: Vacant land, heavily wooded
 West: Single family home and vacant land

Total Tract Size: 40.44 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 74th Street as a local street.

Advertisement: The Wyandotte Echo – October 15, 2015
 Letters to Property Owners – October 15, 2015 and November 24, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Harold Phelps on behalf of the John J. Rieke Revocable Trust wants to rezone the property from R-1 Single Family District to A-G Agriculture District to create four (4) tracts of land for agricultural use.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The surrounding area is rural in nature. There is a small, single family subdivision immediately to the south. The properties to the north, east and west are undeveloped, wooded tracts of land.

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

The zoning and uses of properties nearby are set out above. The proposed use is 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 the restrictions will not detrimentally affect nearby property.

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

With the density of trees, it appears that the property has always been vacant as zoned.

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 or permanently 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 will 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.*

The proposed use will not cause environmental harm or enhance the environment.

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*

Available

c. Storm water control

To be designed to meet City Code

d. Police

Police service is provided by South Patrol, District #334

e. Fire

Fire service is provided by Station #16

f. Transit

Kansas City ATA does not provide transit service near this location

g. Schools

Turner USD 202

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.

Any subdividing of this property whether into tracts or land or parcels will require variances.

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 landowners is minimal.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 21, 2015. According to the applicant, no one who attended the meeting appeared in opposition.

KEY ISSUES

Proposed lot split

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Change of Zone Application #3099, subject to:

Urban Planning and Land Use Comments:

1. **Sec. 27-452(d)(3)** Lot width shall not be less than 250 feet measured at the building line.

Subject to the rezoning approval, the widths of the proposed lot split do not meet the A-G Agriculture District regulations. Each tract is measuring 160.84 feet, a violation of 89.16 feet. A lot width variance from the Board of Zoning Appeals is required if the four (4) tracts want to remain as depicted on the proposed lot split.

Applicant Response: After approval of zone change application, the applicant will submit to the Board of Zoning Appeals for all variances which apply to the submitted lot split.

2. **Sec. 27-280(b)(3)** The depth of a lot, measured as the average horizontal distance from the front street to the rear lot line, shall not exceed three times the width. The lot width for this purpose is the maximum horizontal distance between side lot lines within 60 feet of the front street line.

The depth of proposed lot is 2,673.62 feet. In order to be compliant with the aforementioned ordinance, the lot width cannot be less than 891.20 feet. The lot width is 663.36 feet, so any proposed subdivision of land whether by plat or lot split requires a variance from the Board of Zoning Appeals.

Applicant Response: After approval of zone change application, the applicant will submit to the Board of Zoning Appeals for all variances which apply to the submitted lot split.

3. **Correspondence from Code Enforcement Department:**
 - a. Inspector Haworth has noticed in the past few months a few dump trucks and construction equipment entering in and out of the property. He stated that he was unable to see from the street what work was occurring, but that there was a gate at the entrance. In looking at the Mauwi database, there are no permits for any work.

Please provide an explanation to the aforementioned statement. Depending on the work being done, a special use permit, land disturbance permit and/or a building permit will be required.

Applicant Response: The owner of the property was asked to provide access to the property in order to complete a boundary survey on the property. Direction from City Staff was that an access easement would be

required to all the lots along 74th Street as shown on the proposed lot split drawing. Minimized tree clearing was necessary to accomplish both the boundary survey and access easement survey as requested. Owner of property had resources to asphalt millings from a construction site and was able to utilize the millings for a more stable entrance to the property.

Staff Response: If there is earth work being done (i.e. earthen material being brought onto, removed from or relocated on the property) in which there is greater than 50 cubic yards of fill or not an active building permit on the property, a special use permit is required.

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) Not sure if the total acreage includes the right-of-way or not, but I believe there should be something in the description that states; Less that part taken for road right-of-way.
 - 2) Label each parcel as Tract 1, Tract 2, Tract 3, and Tract 4.
- 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 does not have an issue with the proposed change of zone; however the proposed lot split will need numerous variances if four tracts are anticipated. The proposed lot width and depth do not meet the subdivision code.

As stated previously, a special use permit is required for dirt fill being brought onto, removed from or relocated on the property if the amount is greater than 50 cubic yards of material. Additionally, if there is not an active building permit on the property and dump trucks and other heavy construction equipment are on the parcel, a special use permit is required.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

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 **APPROVAL** of Petition **#3099** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
Zoning Map
Proposed Lot Split

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Board of Commissioners
Public Hearing	November 9, 2015	December 10, 2015
Rezoning	Approval	

STAFF CONTACT: **Byron Toy, AICP**
 btoy@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3099 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 #3099, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15218 CHANGE OF ZONE APPLICATION #3099 – HAROLD PHELPS WITH PHELPS ENGINEERING - SYNOPSIS: Change of Zone from R-1 Single Family District to A-G Agriculture District for an agriculture use at 7251 Locust Avenue

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. Harold Phelps, applicant, 1270 North Winchester, Olathe, Kansas, appeared in support of this application. He stated that he represents Joe and Susan Rieke. This piece of property is zoned R-1 and there was a plan for small lots. If you look at the topography and contours the typical R-1 is not feasible for the property. They have inherited the property from their father and they wish to have this property for themselves and three sons. They did have a neighborhood meeting and everyone present was fully supportive of this application.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

On motion by Dr. Serda, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3099:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

1. **Sec. 27-452(d)(3) Lot width shall not be less than 250 feet measured at the building line.**

Subject to the rezoning approval, the widths of the proposed lot split do not meet the A-G Agriculture District regulations. Each tract is measuring 160.84 feet, a violation of 89.16 feet. A lot width variance from the Board of Zoning Appeals is required if the four (4) tracts want to remain as depicted on the proposed lot split.

Applicant Response: After approval of zone change application, the applicant will submit to the Board of Zoning Appeals for all variances which apply to the submitted lot split.

2. **Sec. 27-280(b)(3)** The depth of a lot, measured as the average horizontal distance from the front street to the rear lot line, shall not exceed three times the width. The lot width for this purpose is the maximum horizontal distance between side lot lines within 60 feet of the front street line.

The depth of proposed lot is 2,673.62 feet. In order to be compliant with the aforementioned ordinance, the lot width cannot be less than 891.20 feet. The lot width is 663.36 feet, so any proposed subdivision of land whether by plat or lot split requires a variance from the Board of Zoning Appeals.

Applicant Response: After approval of zone change application, the applicant will submit to the Board of Zoning Appeals for all variances which apply to the submitted lot split.

3. **Correspondence from Code Enforcement Department:**
 - a. Inspector Haworth has noticed in the past few months a few dump trucks and construction equipment entering in and out of the property. He stated that he was unable to see from the street what work was occurring, but that there was a gate at the entrance. In looking at the Mauwi database, there are no permits for any work.

Please provide an explanation to the aforementioned statement. Depending on the work being done, a special use permit, land disturbance permit and/or a building permit will be required.

Applicant Response: The owner of the property was asked to provide access to the property in order to complete a boundary survey on the property. Direction from City Staff was that an access easement would be required to all the lots along 74th Street as shown on the proposed lot split drawing. Minimized tree clearing was necessary to accomplish both the boundary survey and access easement survey as requested. Owner of property had resources to asphalt millings from a construction site and was able to utilize the millings for a more stable entrance to the property.

Staff Response: If there is earth work being done (i.e. earthen material being brought onto, removed from or relocated on the property) in which there is greater than 50 cubic yards of fill or not an active building permit on the property, a special use permit is required.

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) Not sure if the total acreage includes the right-of-way or not, but I believe there should be something in the description that states; Less that part taken for road right-of-way.
- 2) Label each parcel as Tract 1, Tract 2, Tract 3, and Tract 4.

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 does not have an issue with the proposed change of zone; however the proposed lot split will need numerous variances if four tracts are anticipated. The proposed lot width and depth do not meet the subdivision code.

As stated previously, a special use permit is required for dirt fill being brought onto, removed from or relocated on the property if the amount is greater than 50 cubic yards of material. Additionally, if there is not an active building permit on the property and dump trucks and other heavy construction equipment are on the parcel, a special use permit is required.

Date: October 21, 2015

Project: Change of Zone application #3099

Response to staff comments and suggestion from draft report:

Urban Planning and Land Use Comments:

1. Sec. 27-452(d)(3) Lot width shall not be less than 250 feet measured at the building line.

Subject to the rezoning approval, the widths of the proposed lot split do not meet the A-G Agriculture District regulations. Each tract is measuring 160.84 feet, a violation of 89.16 feet. A lot width variance from the Board of Zoning Appeals is required if the four (4) tracts want to remain as depicted on the proposed lot split.

After approval of zone change application, the applicant will submit an application to Board of Zoning Appeals for all variances which apply for submitted Lot Split.

2. Sec. 27-280(b)(3) The depth of a lot, measured as the average horizontal distance from the front street to the rear lot line, shall not exceed three times the width. The lot width for this purpose is the maximum horizontal distance between side lot lines within 60 feet of the front street line.

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After approval of zone change application, the applicant will submit an application to Board of Zoning Appeals for all variances which apply for submitted Lot Split.

3. Correspondence from Code Enforcement Department: a. Inspector Haworth has noticed in the past few months a few dump trucks and construction equipment entering in and out of the property. He stated that he was unable to see from the street what work was occurring, but that there was a gate at the entrance. In looking at the Mauwi database, there are no permits for any work.

The owner of property was asked to provide access to the property in order to complete a boundary survey on property. Direction from City Staff was that an access easement would be required to all the lots and along 74th Street as shown on proposed lot split drawing. Minimized tree clearing was necessary to accomplish both the boundary survey and access easement survey as requested. Owner of property had resources to asphalt millings from construction site and was able to utilize the millings for a more stable entrance to the property.

Meeting Minutes

Rieke Neighborhood Meeting for Rezoning Request

Application Number: CZ-15401-00016 (Ref: 3099)

Date: October 22, 2015 at 7:00 p.m.

Location: Morris Baptist Chapel, 2045 S. 74th Street, Kansas City, Kansas

Meeting Called to Order at 7:02 p.m.

Attendance:

John and Susan Rieke, Trustee's/Owners

Harold Phelps, Phelps Engineering, Inc.

Mike Springer

Dave Watson

Carol Paramore

Aaron Rieke and Lexy Schelp

Donald E. Lawrence

Mary R. Hunt

Richard and Joyce Dunivan

John Rieke

Jennifer and Troy Caudle

Introduction:

John Rieke started the meeting with the introduction of his wife Susan, two sons (John and Aaron) and Harold Phelps, Phelps Engineering, Inc, the surveyor for the project. John explained that he and his siblings had inherited the property and placed it on the market. With no response, he and his sons started considering the possibility of building their own houses on the property. One of the biggest considerations for building was the fact that John wanted to construct a larger outbuilding than he currently had on his residential lot. John indicated that he and Susan visited with the Unified Development Planning Office and determined that it would be required to rezone the property from R-1 (Single Family District) to A-G (Agricultural District) for agricultural uses. John explained that his Dad had owned the property for some time and was part of the ownership group when the previous developer had confronted him with the opportunity to rezone the property to single family. This plan never came to fruition and John's dad took full control of the property at a later time.

John indicated that he and Susan wanted to create a place that they themselves and each of their three sons could construct their own separate residences and be close to each other, but not so close that they would even be able to see each other. Each would probably construct outbuildings over time and that they may have some farm animals like chickens.

John indicated that his family was in the heavy construction business and that they have done some tree clearing to determine the best location for an access drive within the property and provide the surveyor the access required to survey the property because of the heavy tree and brush coverage.

Harold Phelps then explained the rezoning and lot split process. He indicated that the first meeting would be the Planning Commission meeting on November 9th at 6:30 p.m. at City Hall where a recommendation would be made to the Board of Commissioners for their consideration on December 3rd. He explained that a Family Lot Split application had been filed with the Planning Office which was an administrative process. He went on to explain that the same parties would receive an additional public notice to a Board of Zoning Appeals Meeting, that a request would be made after the rezoning approval to allow for a waiver from the lot width and lot width-to-depth ratio required in the agricultural zoning district to allow for the four lots proposed on the family lot split.

Question and Answers:

Mary Hunt asked what was going to happen on her adjacent lot (7350 Oliver Ave.). John Rieke responded that he did not own or control this lot so this rezoning would not have an impact on its development.

Dave Watson asked if the property was zoned A-G Agricultural before it was zoned R-1 Residential. Harold Phelps answered that none of us were involved in the residential zoning but in all likelihood the previous zoning would have been Agricultural.

Dave Watson asked about the status of Locust Street on the north side of the property. Harold Phelps indicated that there exists an existing 20 foot wide right-of-way along the north property line. At this time the Rieke's are not requesting a vacation of the right of way but may do so in the future through the street right of way vacation process.

Don Lawrence commented that there was a lot of rock on the property and was not good for dense development.

Carol Paramore asked about the timeline for building the houses. John Rieke indicated that based on the best time line it would be February 2016 before he and Susan would be able to start their house and the kids wouldn't start theirs for several years.

Several of the residents indicated that they were more than happy to come to the planning commission and support the application.

John Rieke asked if any other neighbors knew who was riding four wheeler's on the property and if they did to ask them not to do so any longer. Several of the residents indicated they also heard the four wheeler's and that they had an issue with them in the past. The Sherriff's Department has worked with the neighbors to control the trespass issue. The residence were thanked for attendance.

The meeting ended at 7:40 p.m.

These minutes were taken by Harold Phelps, Phelps Engineering, Inc.

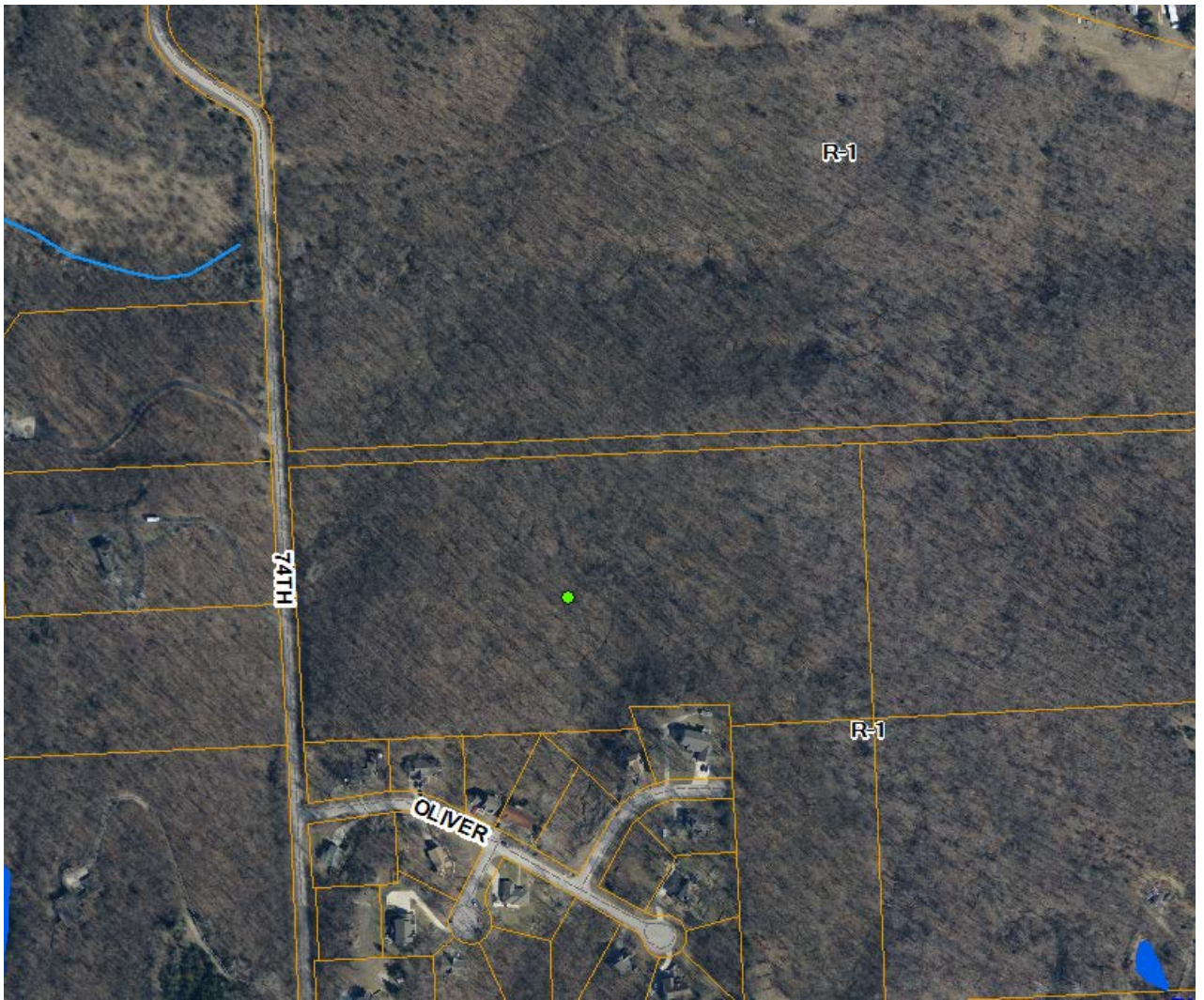


Figure 1. Aerial photograph of 7251 Locust Avenue as indicated by the green dot (provided by ArcView GIS).

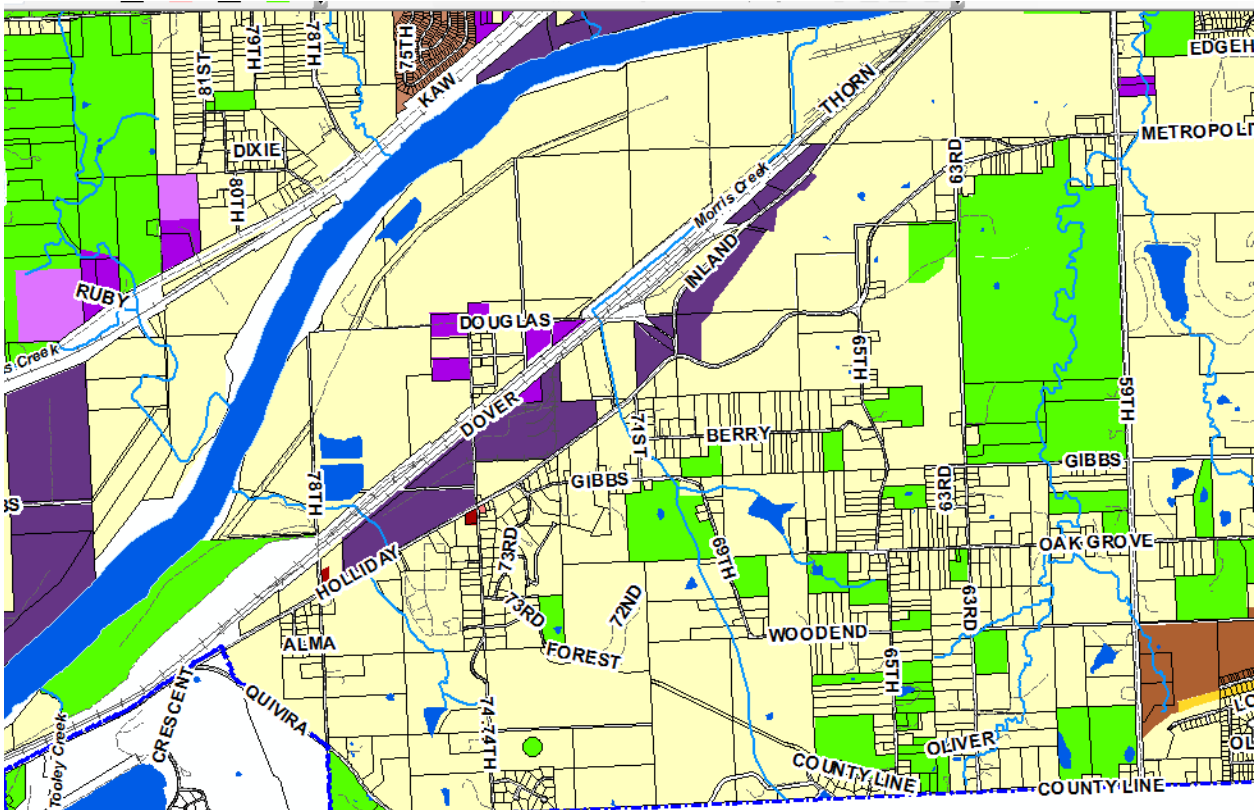


Figure 2. Zoning Map of 7251 Locust Avenue as indicated by the green dot (provided by ArcView GIS).

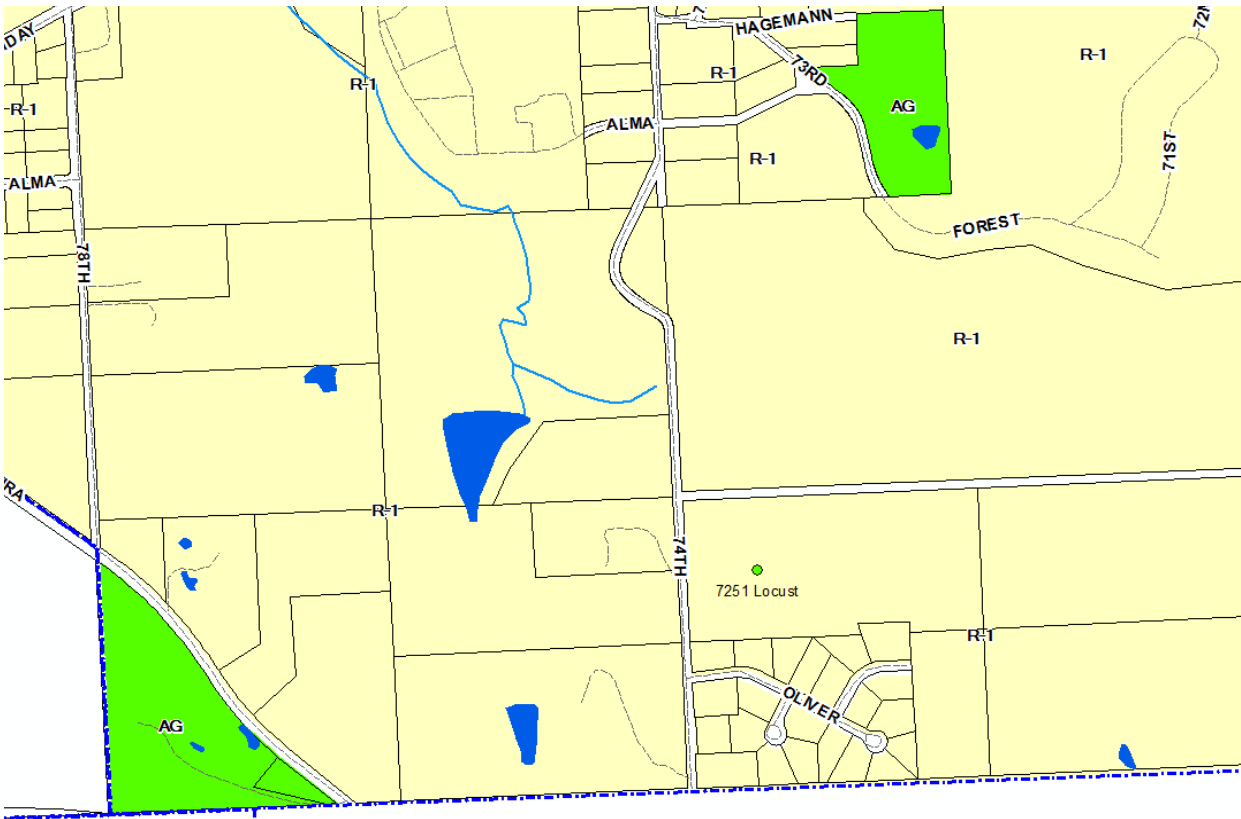


Figure 3. Zoning Map of 7251 Locust Avenue (provided by ArcView GIS).

Discussion

At the City of Southern Ontario, the following are the results of the 1991 Census of Agriculture for the City of Kalamazoo, Michigan, 1991, showing the percentage of land in each use:

SUMMARY

- [illegible]

Teacher of Reading:
This salary has been increased by 10% for 1998.

Reviewed by	Comments	Field
Dr. J. K. ...		...

Submitted by: _____ Date: _____

DEPARTMENT OF AGRICULTURE
 LAND USE AND
 FOREST MANAGEMENT



© 2004 S. PEARL, HODER COMPANY LTD. IN JULY 2003, I OR
SOMEONE UNDER MY DIRECT SUPERVISION MADE A STUDY OF THE
ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY



REFERENCES



SCALE: 1"=100'

LOCATION MAP



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

To: Unified Government Board of Commissioners

From: City Staff

Date: December 10, 2015

Re: **Change of Zone Petition #3100 and Master Plan Amendment #MP-2015-4 (15219)**

Property Location: 1205 North 90th Street

Existing Zoning: R-1 Single Family District

Surrounding Zoning:

North:	R-1 Single Family District
South:	CP-0 Planned Nonretail Business District
East:	R-1 Single Family District
West:	A-G Agriculture District

Existing Uses:

North:	Single family home
South:	Medical office building
East:	Undeveloped land
West:	Single family home

Total Tract Size: .89 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 90th Street as a Class Thoroughfare

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owners – October 15, 2015 and November 30, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: Two (2) neighbors appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicants, David and Patricia Johnson with PSB Investments want to expand their medical office building by constructing a second office building and additional parking for both buildings at 1205 North 90th Street.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765 and Article VII Sections 27-245 – 27-339

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The character of the neighborhood is comprised of single family homes to the north and west and two commercial uses at the northwest and northeast

intersections of 90th and State Avenue. There is undeveloped land to the east along State Avenue.

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

The zoning and uses of nearby property are set out above. If properly landscaped and screened, the proposed use is compatible with them.

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.

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 reasonably necessary for the convenience and welfare of the public for those that will use the services 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 increase traffic and parking demand, but not in ways that will adversely affect road capacity, safety, or create parking problems. The applicant is proposing to build enough parking for the proposed building and additional parking for the existing medical office building to the south, as it has been expressed that they need more patient parking.

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. An amendment from Low Density Residential to Neighborhood Commercial has been filed.

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

Available

c. Storm water control

To be designed to meet City Code

d. Police

Police service is provided by West Patrol, District #222

e. Fire

Fire service is provided by Station #6

f. Transit

Kansas City ATA provides transit service near this property, Route #101.

g. Schools

Kansas City, Kansas USD 500

h. Streets

See item #6 above

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.

With revisions, 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 landowners is minimal.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 20, 2015. According to the applicant, no one in attendance expressed opposition to the change of zone petition; however a neighbor mentioned the presence of lights on the building to prevent loitering in the parking lot after business hours.

KEY ISSUES

Screening
Compliance with the City-Wide Master Plan

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Master Plan Amendment #MP-2015-4.

The Planning Commission voted 6 to 0 to recommend **approval** of Change of Zone Application #3100, subject to:

Urban Planning and Land Use Comments:

1. **Subject to approval, a \$50.00 rezoning ordinance publication fee shall be submitted to the Urban Planning and Land Use Department immediately following the Board of Commissioners meeting.**

Applicant Response: Okay.

2. **Only decorative lighting may be used on the façade of the office building.**
 - a. **Any site or building lighting shall have 90 cutoff fixtures.**

Applicant Response: Okay.

3. **The site plan does not indicate the location of the trash enclosure.**

Applicant Response: Existing trash enclosure is in existing parking lot near the existing building. It will be used by the new building.

4. **Sec. 27-463(d)(3)e. For parking and other paved areas: Not less than six feet from any property line or less than 25 feet from any street line.**

The parking lot along the north property line is setback five (5) feet. Please revise.

Applicant Response: The parking lot moved six (6) feet from the property line.

5. The ends of parking stalls shall be curbed and landscaped islands.

Applicant Response: The entire parking lot is curbed and all islands shall be landscaped.

6. The CP-0 Planned Nonretail Business District landscaping requirement is one (1) tree for every 7,000 square feet of site area. The Commercial Design Guidelines requires that landscape exceed the district requirement by at least 75 percent.

Based on the site area, .89 acre (38,768.4 square feet), 10 (9.69) trees are required based on the guidelines. Please submit a landscape plan to meet this requirement. Please show required screening as well. (See #9 below)

Applicant Response: Added 12 evergreen trees to the site plan. Evergreens along the north property line will work with the privacy fence to screen the property.

7. Landscaping shall be irrigated.

Applicant Response: Okay.

8. All shade trees shall be at least 2" caliper when planted. All evergreen trees shall be at least 6' in height when planted.

Applicant Response: Okay.

9. Sec. 27-577(c)(4) Landscape areas located between commercial districts and residential districts must provide 100 percent sight-obscuring year-round buffer using plant material or a combination of fence, berm and plant material.

- a. A 6' privacy fence with masonry columns every 32 running feet shall be constructed along the north property line screening the single family residence from the office building and parking lot.

Applicant Response: A six (6) foot privacy fence has been added to screen the parking lot along the north property line.

10. Per the City-Wide Master Plan Neighborhood Commercial designation

- a. Required Infrastructure:

- i. Minimum 8-foot sidewalk/trail along a Class A or B Thoroughfare.

- ii. **Minimum 4-foot pedestrian path with landscape buffer and pedestrian lighting from parking areas to buildings.**

An 8-foot sidewalk from the northeast corner of State Avenue shall extend north on the east side of North 90th Street to the north property line.

Applicant Response: As previously noted, there are existing five (5) foot wide sidewalks along both sides of 90th Street that were constructed by the City when the street was improved. At that time, utility lines and poles were relocated to clear construction. Widening the existing sidewalk from five (5) feet to eight (8) feet will require relocation of several could make the project uneconomical. We do not understand that four (4) foot pathway requested from the parking lot to the building.

Staff Response: A development must comply with the designated land use category. Because the property is being amended to Neighborhood Commercial, an eight (8) foot sidewalk is required to be installed, in this case on the east side of 90th Street.

Staff revised the stipulation to allow flexibility to avoid the existing light poles and utilities. The applicant will present a sidewalk plan as part of Final Plan Review. Staff and/or Planning Commission may revise the recommendation during the Final Plan Review process.

- 11. Please provide building elevations for the proposed office building.**

Applicant Response: The building is to match the architecture of the existing medical building. Photos of the existing building are to be provided to the UG by the owner.

Staff Response: Details will be reviewed at final plan. The new building must meet Overlay Zone Criteria.

- 12. What are the proposed hours of operation?**

Applicant Response: Maximum 8:00 AM to 5:00 PM, Monday through Saturday.

- 13. Will there be any truck deliveries, and if so which entrance will they use?**

Applicant Response: There are no trucks other than trash accessing the dumpster.

- 14. Staff will review the security plan at the time of final plan review. This will determine the sufficiency of lighting and cameras or if there may be the need to gate the parking lot.**

Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) What is height of proposed retaining wall? What type of retaining wall is proposed? Site Plan shows limited space for footing, etc. based on Property Line location.**

Applicant Response: The wall is a maximum of two (2) feet high and will be constructed of masonry modular stack stones. No footing will be necessary.

- 2) Note that proposed site layout may require revision if proposed detention basin and/or storm water quality BMP's are not sized correctly for UG approval.**

Applicant Response: The basin and BMP have been calculated. There is room as indicated on the site.

- 3) Cross access agreement is required between the owners of the existing business with parking lot, and new building with parking lot for roadway maintenance, snow removal, etc. as required.**

Applicant Response: Both facilities are owned by the developer. Cross access etc. will be provided if there is a separation of ownership in the future.

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:

The medical office building will be a nice addition to the State Avenue corridor. The change of zone request to CP-0 Planned Nonretail Business District should not be intrusive to the neighborhood because general retail businesses are not permitted in the district.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

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 **APPROVAL** of Petition #3100 and #MP-2015-4 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Site Plan
Grading Plan

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	November 9, 2015	December 10, 2015
Rezoning	Approval	
Master Plan	November 9, 2015	December 10, 2015
Amendment	Approval	

STAFF CONTACT: **Byron Toy, AICP**
 btoy@wycokck.org

MOTIONS

Master Plan Amendment

I move the Unified Government Board of Commissioners **APPROVE** the Master Plan Amendment, 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** the Master Plan Amendment, 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:

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

Change of Zone

I move the Unified Government Board of Commissioners **APPROVE** Petition #3100 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 #3100, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15219 CHANGE OF ZONE APPLICATION #3100 – DAVID AND PATRICIA

JOHNSON WITH PSB INVESTMENTS - SYNOPSIS: Change of Zone from R-1 Single Family District to CP-O Planned Nonretail Business District for a new doctor's office with parking and expansion on adjacent existing doctor's office at 1205 North 90th Street

15219 MASTER PLAN AMENDMENT #MP-2015-4 – SYNOPSIS: Master Plan Amendment from Low Density Residential to Neighborhood Commercial at 1205 North 90th Street

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. Planning Commissioner Carson stated that Linda Escott

contacted him and she had questions about the process. That conversation came up at a different meeting.

Mr. Bob Wessel, consulting engineering, representing the applicants, and Dr. David Johnson and his wife, Patricia Johnson, appeared in support of this application. Mr. Wessel stated that Dr. Johnson has been serving the community for 33 years in practice. They want to expand their parking for the existing business which at times forces parking on the street. Secondly to provide further expansion and room for their daughter who is a doctor and will be joining the practice next year. Mr. Wessel stated that the applicants tried to no avail to work with the owners of the property to the east, which is vacant, for their expansion, without success. Their offer was declined. He stated that left them with one option and that was to go north where the existing house is located and that is the property under consideration this evening. It is their intention to proceed with construction of the parking lot to the south side and rear of the existing house next year and in another two (2) years after that they are projecting construction of the additional office building in the location of the existing house. They are in agreement with the staff recommendation with the exception of one item. One of the items is the addition of an 8' wide sidewalk along the street all the way from State Avenue to the north line of the property being considered. There are existing sidewalks on both sides of the street that were built when the street was widened. In order for them to widen that sidewalk to 8' there are power poles that will have to be relocated as they are right adjacent to the existing sidewalk. The cost of relocating that line to expand the sidewalk may be prohibitive for the entire project. Other than that they have no objection to widening the sidewalk; it is a cost consideration that is out of their control. They had a neighborhood meeting and listened to the comments of two (2) neighbors; one across and street and one to the north. The neighbor to the north had several concerns. One was screening of the property line for the new building and parking lot. He stated that they explained that they will comply with the requirements of the Unified Government with a masonry pillared 6' high screen wall along the north property and with significant landscaping. The second concern was the parking lot lighting. They were more concerned about the lights being off at night than being on. That had to do with some illegal use of the parking facilities for parties when the office was closed. The applicants have agreed to install the 90 degree cut-off lights and leave them on all night. The lights will be LED; if that is what the neighbors want, that is what they will do. They also had some other concerns that he is sure they will bring up.

Planning Commissioner Carson asked if they can expand on the sidewalk issue and what is wanted and what they are able to do. Mr. Wessel stated that there are sidewalks on both sides of the street that were installed when they improved the street. The sidewalks are 4 to 5 feet wide. The staff report requests an 8' wide sidewalk and that would require the relocation of the power line and some other underground utilities may be in question although he thinks that they could work around those. If they don't relocate the power poles then it is not really an 8' sidewalk and if they do relocate them the cost is going to be very expensive.

Mr. Stan Tremaine, 1209 North 90th Street, Kansas City, Kansas, appeared in opposition to this application. He stated that it is the property adjacent to the property that they want to take and get rezoned. They have several concerns. There used to be a fence there next to the property they want to acquire. It was a wood fence and it

deteriorated and fell down and was there quite some time before it was removed. Lighting was a concern and his wife complained about that. They do not want any lighting at all. They are against this project for what it is going to do to their property. They have a smoker on the back porch and his wife will not go out there without him because there is partying going on in their parking lot with drinking. He will not let her go out there by herself. They have a street light now for lighting. The applicant admitted that they have lighting now but it does not work. They have a record of not maintaining stuff. With regard to the screening fence they have not seen anything such as a plan of what they are going to put up there. He stated that they would request that it be a wood enclosed fence and maintained properly if they do get this zoning. Another concern they have is that this will put a parking lot next to their house and eventually they will put a doctor's office where the existing house is currently located. They do not want a parking lot next to their house and he does not think that any member would want a parking lot next to their house. If they take care of this fencing like they did the last fence it will not be worth a darn. He stated that they would request a wood fence and not a chain link fence or screen fence like around a ball park. They want a nice looking fence that will enhance their property value. It will bring more cars to the parking area and will bring noise and fumes. It will go up and onto their property too. It will bring more people there to party. He stated that Mr. Wessel told them about a 2' wall with the chain link/screen fence. They would like to have better information to look at. Mr. Wessel had a map from the County Surveyor that he drew lines on and indicated where things were going to be. He further stated that one of his questions was about them purchasing the property to the east that is vacant. It goes the full length from State Avenue up to the property they want to buy and they said that the owner would not negotiate with them. He knows the owner of that property and knows that he wants a commercial value for it so they probably wanted too much money for it. The only commercial property is a day care that used to be a restaurant many years ago across the street. Everything else is residential or agriculture and that is the way it should remain. They do not want parking or businesses coming up that street unless the Commission knows of something that is going to turn all that commercial. He stated that commercial property should go along State Avenue and not up 90th Street. The only other commercial property is the hospital property. Why they want to come north is because they could not afford the property next to them or they could not negotiate a price and that is still on State Avenue. He stated that the land next to that property (10 acres) is someone that wants to turn his land commercial so he is not going to oppose this. They have concerns about noise, emissions, lighting, and the care they have done with the property so far. They park trailers there now and they do not take care of the lighting that is there now. Also when the fence was there they did not take care of it and when it fell down they left it there for a year. Where will the wall be built; will they come on his property to build it or will they be on the property line. What damage are they going to do to his property when they are doing this? Roots get into the sewers and cause problems; will they break his sewer if they come close to his sewer line. He stated that he and his wife are against this; there are other options they can go for which may be more expensive. There was one person in opposition that did not speak.

Chairman Huey asked if the police were ever called when these parties were going on. Mr. Tremaine stated they did not; they just went back in their house.

Mr. Wessel stated that with regard to the fence this will be a wood masonry pillar fence; it will be a screen fence that you will not be able to see through it. It will be treated wood so it will not rot or fall down. The neighbors will not be able to see the cars. The parking lot extends to the rear of the property and is not directly across from their house (Tremaine.) The new office building will be where the house is currently located and not parking. With regard to lighting, they are not open at night and they will leave the lights on or off depending on what the neighbors want. The current parking lot light burned out and they did not replace it. He stated that the neighbor to the east said that they were not interested in selling and told the Johnsons that they intend to build a strip center on that site. The Johnsons would be willing to negotiate if it was available, but it is not. There will be no impact on the sewer system.

Chairman Huey asked what the hours of operation will be. Mr. Wessel stated that it is day time hours Monday through Friday.

Planning Commissioner Carson asked how tall the fence will be. Mr. Wessel stated that it is required to be 6' and it is on the high side of the lot. The north property line is the high side of the property. Mr. Carson asked him to explain a screen fence. Mr. Wessel stated it is a wood fence and the purpose of a screen fence is to screen the site so you cannot see through it. Mr. Carson asked if it is like a privacy fence. Mr. Wessel stated that this will be a solid wood fence; it is wood all the way across. Because the property is commercial it is called a screen fence.

Planning Commissioner Serda asked how much substance there is in the parties being held in the parking lot. Have they considered putting a physical barrier up when the property is closed so people cannot get access? Mr. Wessel stated that they have discussed gating access to the facility. If these types of parties continue on the weekends when no one is there at night they would have to consider putting in a gate to keep the cars out. It will not keep pedestrians from walking on the property but it will definitely keep the cars out. He stated that it is his understanding from the neighbors that there were quite a few cars there and they were using the facility across the street to park the extra cars when they were having these parties. That cannot be allowed and they have recommended that if it occurs the neighbors call the police. Mr. Carson asked if there are surveillance cameras on the property now. Mr. Wessel stated no but they are willing to install them.

Planning Director Richardson stated that they will have to come before the Commission with their final plan so they will have the opportunity to look at the sidewalk issue at that time. There is one pole in the way and they might be able to go around it and that will be addressed at final plan with leeway as to how it works out. He further stated that it is a master plan requirement for new development to put in an 8' sidewalk on designated street; this is one of those designated streets. He stated that he would modify that to say that it will be examined at final plan review. Planning Commissioner Serda asked if staff could explain, for the benefit of those present, how those other issues will be addressed at final plan review. Planning Director Richardson stated that the action tonight is for a master plan amendment and change of zone. Once that is approved, before anything is built or approved, they will have to come back before the Planning Commission for a final plan review. At that time all the design drawings will have to be done when they apply. All the information about the underground utilities, details of

fence, etc. As Mr. Wessel indicated that standard for separating the residential and commercial properties is a 6' fence with masonry columns every 32 running feet (with metal stringers on them and the wood is screwed to the metal stringers so the fence does not fall down.) The final landscaping plan will be submitted at that time so the staff will know the rest of the screen package that comes along with that buffering the properties. He stated that the last thing that will be reviewed at final plan is whether it is a gate or security camera, the staff/commission will examine what needs to be done for security of the property. He thinks that it is incumbent on the neighbors if there is illegal activity going on to call the police. We cannot let that go on in the community; it helps everyone to have a better community. The staff recommends approval with the modifications to the stipulations.

On motion by Mr. Ernst, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APPROVAL of Master Plan Amendment #MP-2015-4:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

On motion by Dr. Serda, seconded by Mr. Carson, the Planning Commission voted as follows to **recommend APPROVAL of Change of Zone Application #3100:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 rezoning ordinance publication fee shall be submitted to the Urban Planning and Land Use Department immediately following the Board of Commissioners meeting.

Applicant Response: Okay.

2. Only decorative lighting may be used on the façade of the office building.
 - a. Any site or building lighting shall have 90 cutoff fixtures.

Applicant Response: Okay.

3. The site plan does not indicate the location of the trash enclosure.

Applicant Response: Existing trash enclosure is in existing parking lot near the existing building. It will be used by the new building.

4. Sec. 27-463(d)(3)e. For parking and other paved areas: Not less than six feet from any property line or less than 25 feet from any street line.

The parking lot along the north property line is setback five (5) feet. Please revise.

Applicant Response: The parking lot moved six (6) feet from the property line.

5. The ends of parking stalls shall be curbed and landscaped islands.

Applicant Response: The entire parking lot is curbed and all islands shall be landscaped.

6. The CP-0 Planned Nonretail Business District landscaping requirement is one (1) tree for every 7,000 square feet of site area. The Commercial Design Guidelines requires that landscape exceed the district requirement by at least 75 percent.

Based on the site area, .89 acre (38,768.4 square feet), 10 (9.69) trees are required based on the guidelines. Please submit a landscape plan to meet this requirement. Please show required screening as well. (See #9 below)

Applicant Response: Added 12 evergreen trees to the site plan. Evergreens along the north property line will work with the privacy fence to screen the property.

7. Landscaping shall be irrigated.

Applicant Response: Okay.

8. All shade trees shall be at least 2" caliper when planted. All evergreen trees shall be at least 6' in height when planted.

Applicant Response: Okay.

9. Sec. 27-577(c)(4) Landscape areas located between commercial districts and residential districts must provide 100 percent sight-obscuring year-

round buffer using plant material or a combination of fence, berm and plant material.

- a. A 6' privacy fence with masonry columns every 32 running feet shall be constructed along the north property line screening the single family residence from the office building and parking lot.

Applicant Response: A six (6) foot privacy fence has been added to screen the parking lot along the north property line.

10. Per the City-Wide Master Plan Neighborhood Commercial designation

a. Required Infrastructure:

- i. Minimum 8-foot sidewalk/trail along a Class A or B Thoroughfare.
- ii. Minimum 4-foot pedestrian path with landscape buffer and pedestrian lighting from parking areas to buildings.

An 8-foot sidewalk from the northeast corner of State Avenue shall extend north on the east side of North 90th Street to the north property line.

Applicant Response: As previously noted, there are existing five (5) foot wide sidewalks along both sides of 90th Street that were constructed by the City when the street was improved. At that time, utility lines and poles were relocated to clear construction. Widening the existing sidewalk from five (5) feet to eight (8) feet will require relocation of several could make the project uneconomical. We do not understand that four (4) foot pathway requested from the parking lot to the building.

Staff Response: A development must comply with the designated land use category. Because the property is being amended to Neighborhood Commercial, an eight (8) foot sidewalk is required to be installed, in this case on the east side of 90th Street.

Staff revised the stipulation to allow flexibility to avoid the existing light poles and utilities. The applicant will present a sidewalk plan as part of Final Plan Review. Staff and/or Planning Commission may revise the recommendation during the Final Plan Review process.

11. Please provide building elevations for the proposed office building.

Applicant Response: The building is to match the architecture of the existing medical building. Photos of the existing building are to be provided to the UG by the owner.

Staff Response: Details will be reviewed at final plan. The new building must meet Overlay Zone Criteria.

12. What are the proposed hours of operation?

Applicant Response: Maximum 8:00 AM to 5:00 PM, Monday through Saturday.

13. Will there be any truck deliveries, and if so which entrance will they use?

Applicant Response: There are no trucks other than trash accessing the dumpster.

14. Staff will review the security plan at the time of final plan review. This will determine the sufficiency of lighting and cameras or if there may be the need to gate the parking lot.

Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

1) What is height of proposed retaining wall? What type of retaining wall is proposed? Site Plan shows limited space for footing, etc. based on Property Line location.

Applicant Response: The wall is a maximum of two (2) feet high and will be constructed of masonry modular stack stones. No footing will be necessary.

2) Note that proposed site layout may require revision if proposed detention basin and/or storm water quality BMP's are not sized correctly for UG approval.

Applicant Response: The basin and BMP have been calculated. There is room as indicated on the site.

3) Cross access agreement is required between the owners of the existing business with parking lot, and new building with parking lot for roadway maintenance, snow removal, etc. as required.

Applicant Response: Both facilities are owned by the developer. Cross access etc. will be provided if there is a separation of ownership in the future.

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:

The medical office building will be a nice addition to the State Avenue corridor. The change of zone request to CP-0 Planned Nonretail Business District should

not be intrusive to the neighborhood because general retail businesses are not permitted in the district.

ROBERT C. WESSEL P.E.

6309 KENNETT PLACE
MISSION, KANSAS 66202
913-671-7670 FAX 913-671-7476
rwessel@kc.rr.com

October 21, 2015

RESPONSE THE STAFF COMMENTS DRAFT

Urban Planning and Land Use

1. OK
2. OK
3. Existing Trash Enclosure is in existing parking lot near the existing building. It will be used by the new building.
4. Parking Lot moved to 6 feet from Property Line.
5. Entire parking lot is curbed and all islands shall be landscaped.
6. Added 12 Evergreen Trees to Site Plan .. Attached. Evergreens along North Property Line will work with privacy fence to screen the property.
7. OK
8. OK
9. 6 foot privacy fence added to screen the parking lot along the North Property Line.
10. As previously noted, there are existing 5 feet wide sidewalks along both sides of 90th Street that were constructed by the City when the street was improved. At that time utility lines and poles were relocated to clear construction. Widening the existing sidewalk from 5 feet to 8 feet will require relocation of several poles and potentially other utility lines. The cost of widening the sidewalk could make the project uneconomical. We do not understand the 4 feet pathway requested from the parking lot to the building.
11. The building is to match the architecture of the existing medical building. Photos of the existing building are to be provided to the UG by the owner.
12. Maximum of 8am to 5pm Monday thru Saturday.
13. No trucks other than trash accessing the dumpster.

Public Works

A.

1. The wall is a maximum of 2 feet high and will be constructed of masonry modular stacked stones. No footing necessary.
2. The basin and BMP have been calculated. There is room as located on the site.
3. Both facilities are owned by the developer. Cross access etc. will be provided if there is a separation of ownership in the future.

MINUTES FROM NEIGHBORHOOD MEETING
FOR APPLICATION # 3100

Application # 3100

Date and Location: October 20, 2015 at Associates in Family Medicine,
P.A., located at 8940 State Avenue, Kansas City, KS 66112

Meeting called to order at: 6:05 pm

People in attendance: 5, 2 more arrived @ 6:25pm, for a total of 7

Notices of the Neighborhood Meeting were mailed on October 6, 2015 with a Return Receipt requested. Delivery was confirmed for all letters with two exceptions: Slam Adventures, LLC, at 9000 State Avenue, Kansas City, KS 66112 and Mark D. Hopkins, at 5904 Albervan Street, Shawnee, KS 66216

Introductions: Attendees –

Robert Wessel, Engineer

Patricia B. Johnson, PSB Investments, LLC, 8940 State Ave.

David B. Johnson, M.D., Associates in Family Medicine, P.A., 8940 State Ave.

Fred H. McClain, homeowner @ 1200 N. 90th St

Barbara Hart, caretaker for Fred H. McClain

Stanley E. Tremaine, homeowner @ 1209 N 90th St

Vi Rita Tremaine, homeowner @ 1209 N. 09th St

Presentation by Robert Wessel, Engineer and Patricia B. Johnson

Summary of Presentation: Robert Wessel, Engineer provided each homeowner a copy of the site plan proposal for 1205 N. 90th Street, Kansas City, KS 66112. He described in detail the retaining wall and fence.

Patricia B. Johnson stated the future medical building would be similar in appearance to the existing medical building at 8940 State Avenue.

Fred H. McClain

Question: How soon will the future medical building be built?

Answer: Uncertain, no immediate need right now. We have room for the physician that we have recruited to join our practice. Our current needs are for more parking and so the first phase will be to leave the existing house and build a parking lot in the back yard. I would not expect us to build the future medical office for at least 5 – 7 years. (Patricia B. Johnson responding)

Comment

Stanley E. Tremaine

Question: Are you planning to take the privacy fence all the way to the property line?

Answer: Yes. There will be a 2 foot retaining wall with a 6 foot fence on top of it. We will have masonry columns every 32 feet to prevent the fence from falling down in keeping with the requests of the Unified Government. (Robert Wessel, Engineer responding)

Comment

Vi Rita L. Tremaine

Question: Where's the lighting going to be? I'm concerned about parties in the parking lot. We haven't lived here for about 1 ½ years, but before we left there were all kinds of parties in the parking lot that you didn't even know about.

Answer: There are no specific plans for lighting right now, that is up to the owner. (Robert Wessel, Engineer responding)

What kind of lights would you prefer? To be honest, I haven't really thought about the type of lights. I would imagine that you would prefer a motion

sensing type of lighting so it wouldn't be coming in your bedroom window. (Patricia B. Johnson responding)

No. I want lights on all the time to keep people out of the parking lot. And, I want you to get the whole street zoned commercial so that when we are ready to sell our property we can get commercial prices and not residential like you did. But, I don't want to pay higher taxes right now. I want residential property taxes until I'm ready to sell and then I want commercial zoning in place. (Vi Rita Tremaine responding)

I'm not even sure how I would be able to do that. We are only requesting a change of zoning for 1205 N. 90th Street. As far as lighting, if you prefer lights all the time, we can look into that. (Patricia B. Johnson responding)

We could use LED lights, they use much less electricity. (Robert Wessel, Engineer responding)

Sure, whatever works is fine with me. (Patricia B. Johnson, responding)

Well, I'm just really concerned about my property value and all of the people that come in the parking lot when you're not here. (Vi Rita Tremaine responding)

I know the first tenant had some parties and their guests parked in our parking lot, but I have no knowledge of any parties going on in the parking lot. (Patricia B. Johnson responding)

There haven't been any parties since the first tenants left. We have noticed a lot more police presence since Fred's air conditioner was stolen. Sometimes the police are parked over there. (Barbara Hart, caretaker of Fred McClain responding)

Comment

Meeting adjourned at: 7:05 pm _____

Minutes taken by: Patricia B. Johnson _____

Prior to the Neighborhood Meeting a few homeowners called with questions. All phone calls were answered by Patricia B. Johnson, PSB Investments, LLC.

Fred H. McClain – called 10/7/2015 stating he wasn't sure if he would be able to attend

Question: What are you planning across the street?

Answer: Our immediate need is a parking lot in the back part of the property, but we do have future plans for a medical building similar to the one on the corner.

Question: How soon would you build the medical office?

Answer: We have no immediate need, I would think it would be at least 5 – 7 years before we would need to build another building. We have enough space in the current building for the physician that we have recruited. We desperately need parking spaces.

Louise V. Jones – called 10/19/15 stating she would be unable to attend

Question: What exactly is the plan?

Answer: Our immediate need is a parking lot in the back part of the property, but we do have future plans for a medical building similar to the one on the corner.

Question: Do you plan on buying any other houses?

Answer: No. The house at 1205 N. 90th Street will provide enough parking and enough space for the future medical building.

Comment: Well, as long as you're not buying the house next door to me, I don't have a problem with it. I think that medical building is nice looking.

Deborah D. Hatfield – called 10/20/2015 stating that she would be unable to attend

Question: What are the plans, I heard it was involving the building that used to be the daycare?

Answer: No, it only involved the house at 1205 N. 90th Street. Our daughter is joining the practice in July 2017 and we already have a difficult time with parking on Thursday afternoons, so we are in need of additional parking. We also have plans for a future medical building, but the house will remain for now. So, what you see from the street won't look a lot different.

Question: What will the future medical building look like? Will it look similar to the one on the corner?

Answer: Yes, it would be very similar to the current medical building.

Question: Well, after you get approval you can build it however you want though, right?

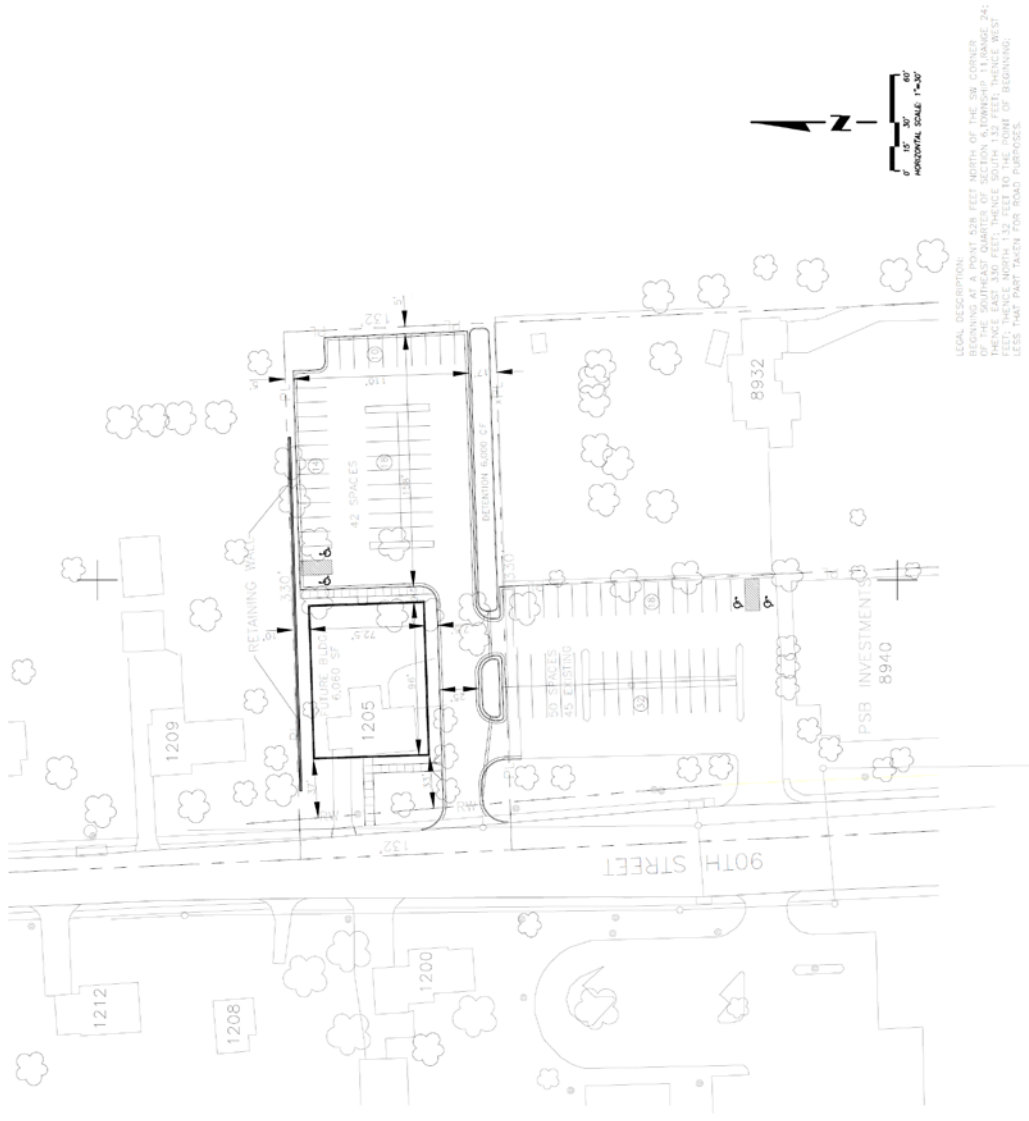
Answer: I'm not sure about that, but anyway, you don't know me, but my husband could tell you that I am pretty particular about how things look. My plan would be to build a building that looks like it goes with the current building, maybe even like it was built at the same time so it doesn't stand out.

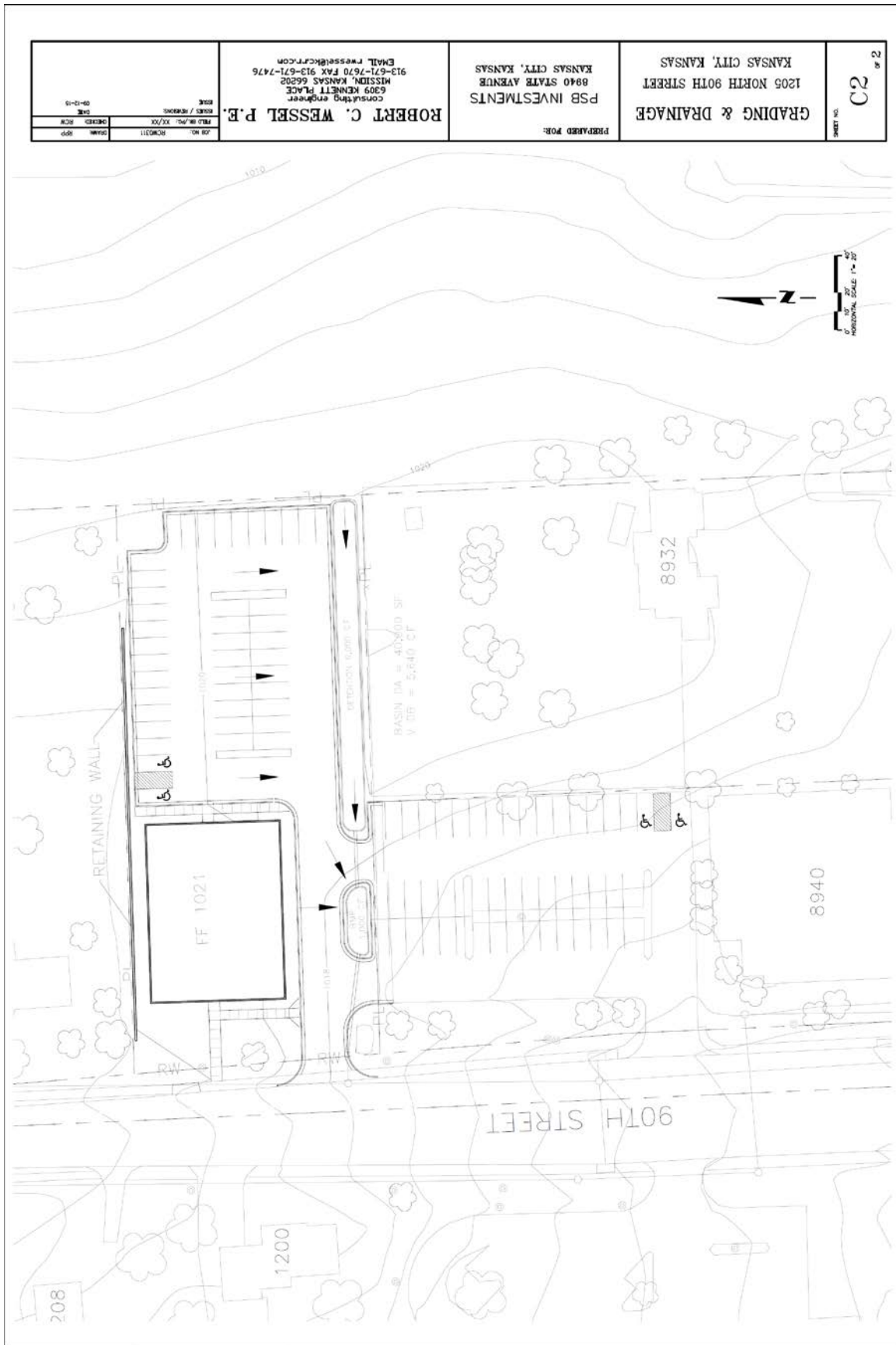
Answer: Well, I just bought this house, but I've always thought that medical office was a really nice looking building, so if it looks like that, I've got no problem with it.

Comment

Linda Escott – emailed and stated that she would not be attending as she thought she should remain neutral since it is her property that we would be purchasing.

SHEET NO. C1 OF 2		1205 NORTH 90TH STREET KANSAS CITY, KANSAS		SITE PLAN	
PREPARED FOR: PSB INVESTMENTS 8940 STATE AVENUE KANSAS CITY, KANSAS		CONSULTING ENGINEER: ROBERT C. WESSEL P.E. 6309 KENNETH PLACE MISSOURI, KANSAS 66202 913-671-7670 FAX 913-671-7476 EMAIL: rwessel@rcw.com		JOB NO.: RCW0311 FIELD OR REV.: XX/XX DESIGNED: RCW CHECKED: RCW DATE: 08-13-15	







Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-63 (15209)

GENERAL INFORMATION

Applicant:
Richard and Mary Leslie

Status of Applicant:
Owner
334 North Thorpe Street
Kansas City, Kansas 66102

Requested Action:
Renewal of a special use permit to
keep four (4) dogs on the property

Date of Application:
September 25, 2015

Purpose:
To continue to keep four (4) dogs on
the property

Property Location:
334 North Thorpe Street

Existing Zoning:
R-1 Single Family District



#SP-2015-63
334 N. Thorpe St.



NOT TO SCALE

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 residences
 South: Single family residences
 East: Single family residences
 West: Single family residences

Total Tract Size: .15 acre

Master Plan Designation: The City-Wide Master Plan designates this property as area for Urban Density.

Major Street Plan: The City-Wide Master Plan designates Thorpe Street as a local street.

Advertisement: The Wyandotte Echo – October 15, 2015
 Letters to Property Owner – October 15, 2015 and November 23, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: Vivian Dercher, a neighbor of the applicant, submitted a letter of opposition during the original application period for #SP-2013-47, mainly concerned about noise and flies due to the animals' waste. No one expressed opposition at the Board of Commissioners meeting on November 7, 2013. Staff has not been made aware of any current opposition for #SP-2015-63. No one in appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting a renewal of original special use permit (#SP-2013-47) to continue to keep four (4) dogs on the property.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the neighborhood is urban density residential in nature.

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

The proposed are not inherently incompatible with the nearby uses, as long as proper animal waste and odor management practices are in place.

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 restriction of the number of animals in a single family home is to guard the welfare of both residents and the animals. Removal of the restrictions has the potential to create a nuisance for nearby properties, especially though odor, noise, and vermin.

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

The applicant resides on the property.

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

The Master Plan does not address special use permits.

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 is not foreseen to increase traffic beyond current levels.

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 proposal would only be considered a convenience to the applicant. Animals can create nuisances for neighbors through noise, odors, and vermin. This should not become an issue if the yard and animals are properly maintained.

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.*

Large numbers of animals can, at times, create noise that may be considered a nuisance to nearby properties if not monitored closely.

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

Animal waste has the potential to pollute the water through surface water runoff if the waste is not disposed of in a timely and proper manner.

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

The proposed use is not foreseen to cause any permanent harm to the natural environment.

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

The proposed special use permit will have a neutral impact on public health, safety, and welfare. If the application is denied, the applicant would have the hardship of losing one animal to become code compliant.

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

While this lot is small, if the dogs are not left outside unattended and are regularly exercised, the use should not result in an overcrowding of the land.

PREVIOUS ACTIONS

The applicant originally applied for a special use permit in 2013 (#SP-2013-47). It was approved for two (2) years by the Board of Commissioners on November 7, 2013. Vivian Dercher, a neighbor of the applicant, submitted a letter of opposition during the original application period for #SP-2013-47, mainly concerned about noise and flies due to the animals' waste. No one expressed opposition at the Board of Commissioners meeting on November 7, 2013. The original application was **approved** with the following stipulations:

- 1. Approval for two (2) years.**
- 2. All dogs must be supervised while in the yard**
- 3. The yard must be cleaned regularly to avoid odor problems.**
- 4. If there are neighborhood complaints, the application will be brought before the Board of Commissioners for rehearing.**

NEIGHBORHOOD MEETING

The applicant conducted a neighborhood meeting by October 26, 2015. There were two (2) persons that attended the meeting and the applicants indicate that they did not have any objections.

KEY ISSUES

Noise
Odor

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit Application #SP-2015-63, subject to:

Urban Planning and Land Use Comments:

1. The applicants stated in their letter that they clean the yard twice daily and apply a natural odor control cleaner to the yard regularly. Please describe how the animals' waste is disposed of.

Applicant Response: We do not wash the solid waste into the ground; they are picked up at least twice a day or more. The solid waste is bagged and sealed, and disposed with the garbage pick-up every week. The yard is rinsed and deodorized with apple cider vinegar, or a cleanser with cinnamon, cedar wood and clove oil mixture; which are done about every month or when there is an exceptional dry spell with no rain fall. We also apply about 6 to 7 bales of hays to the yard every 3 to 5 months, to help with the erosion. We also have railroad tiles on the bottoms of our 6 foot fencing to stop the erosion.

2. The applicants have stated in their letter that the dogs are supervised at all times when they are outside. The dogs are mainly house dogs and eat and sleep inside.

Applicant Response: Our dogs have all their necessary shots and check up from the veterinarian, they are healthy and never run wild. We turned our basement into a (12 x 15 foot) kennel; our dogs stay in the kennel during our working hours or when we are not home.

3. The applicants stated in their letter that they have not received any complaints.
4. The applicants have submitted information showing the yearly cost for the care of their dogs.
5. The applicants understand that the legal limit is three (3) dogs and none of the existing dogs can be replaced once they get to that limit.
6. Approval would be for five (5) years.

Public Works Comments:

No Comments

Animal Control Comments:

If #SP-2015-63 is approved by the Board of Commissioners, an animal control permit must be obtained through the Animal Control office.

STAFF COMMENTS AND SUGGESTIONS

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-2015-63** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Zoning Map
Aerial Map
Vicinity Map
Neighborhood Meeting Information
Letter from Applicant
Pictures from Applicant

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: **Janet L. Parker, CSC/APC**
 jparker@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2015-63** 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-2015-63**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15209 SPECIAL USE PERMIT APPLICATION #SP-2015-63 – RICHARD AND MARY LESLIE – SYNOPSIS: Renewal of a Special Use Permit (#SP-2013-47) for a kennel for four (4) dogs at 334 North Thorpe Street

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? Chairman Huey stated that she was received a phone call about Special Use Permit #SP-2015-63. Originally the neighbor that owned property adjacent to the neighbor was concerned about this renewal but has decided that they are satisfied after speaking with Mr. Richardson.

“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 November 9, 2015;
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. Ms. Elnora Jefferson stated that she would like to remove #PR-2015-28.

On motion by Mr. Carson, seconded by Mr. Wing, the Planning Commission voted as follows to **APPROVE the remaining items on the Consent Agenda:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to APPROVE Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

1. The applicants stated in their letter that they clean the yard twice daily and apply a natural odor control cleaner to the yard regularly. Please describe how the animals' waste is disposed of.

Applicant Response: We do not wash the solid waste into the ground; they are picked up at least twice a day or more. The solid waste is bagged and sealed, and disposed with the garbage pick-up every week. The yard is rinsed and deodorized with apple cider vinegar, or a cleanser with cinnamon, cedar wood and clove oil mixture; which are done about every month or when there is an exceptional dry spell with no rain fall. We also apply about 6 to 7 bales of hays to the yard every 3 to 5 months, to help with the erosion. We also have railroad tiles on the bottoms of our 6 foot fencing to stop the erosion.

2. The applicants have stated in their letter that the dogs are supervised at all times when they are outside. The dogs are mainly house dogs and eat and sleep inside.

Applicant Response: Our dogs have all their necessary shots and check up from the veterinarian, they are healthy and never run wild. We turned our basement into a (12 x 15 foot) kennel; our dogs stay in the kennel during our working hours or when we are not home.

3. The applicants stated in their letter that they have not received any complaints.
4. The applicants have submitted information showing the yearly cost for the care of their dogs.
5. The applicants understand that the legal limit is three (3) dogs and none of the existing dogs can be replaced once they get to that limit.
6. Approval would be for five (5) years.

Public Works Comments:

No Comments

Animal Control Comments:

If #SP-2015-63 is approved by the Board of Commissioners, an animal control permit must be obtained through the Animal Control office.

Sign in sheet

Jasmine Armerdavariz -

Tos: Luis Gonzalez

Sign in sheet

Jasmine Armerdavariz -

Tos: Luis Gonzalez

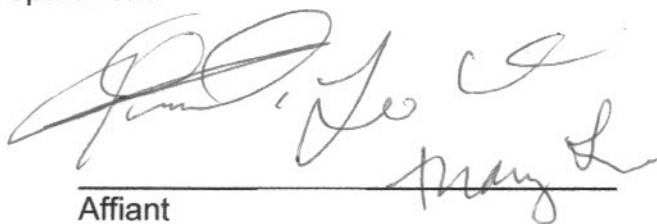
AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
COUNTY OF Wydot) SS:

Comes now RICHARD LESLIE
MARY LESLIE, of lawful age, sound mind and upon
his/her oath states as follows:

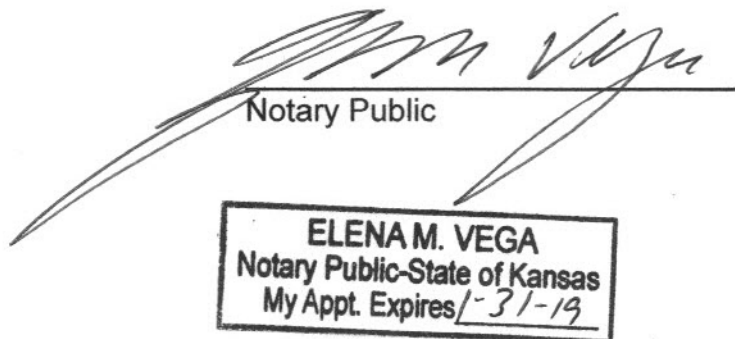
1. That I am the petitioner for Petition # SP-15402-00059
2. That I conducted a neighborhood meeting on Oct 25, 2015 2pm
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 26th day of
Oct, 20015

My commission expires 31st of Jan, 20019


Notary Public

ELENA M. VEGA
Notary Public-State of Kansas
My Appt. Expires 1-31-19

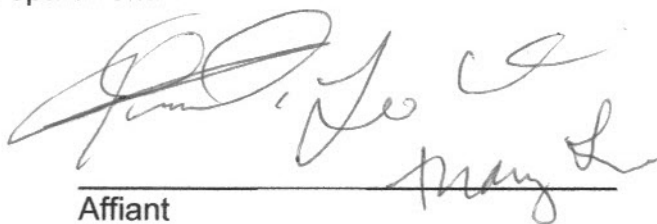
AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
COUNTY OF Wydot) SS:

Comes now RICHARD LESLIE
MARY LESLIE, of lawful age, sound mind and upon
his/her oath states as follows:

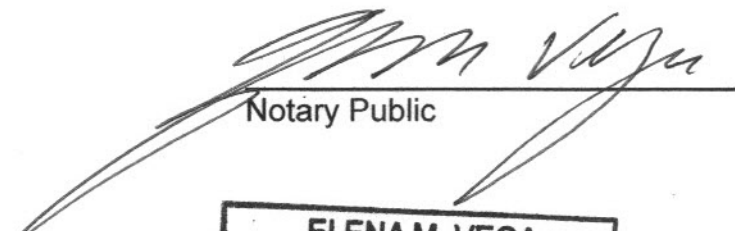
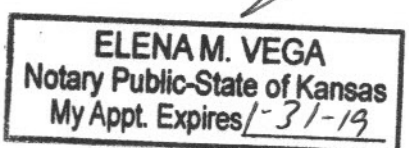
1. That I am the petitioner for Petition # SP-15402-00059
2. That I conducted a neighborhood meeting on Oct 25, 2015 2pm
3. Attached are the minutes/summary of the meeting and a copy of the notice mailed to the property owners on the list provided by the Urban Planning and Land Use Department.

Further affiant saith not.


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 26th day of
Oct, 20015

My commission expires 31st of Jan, 20019


Notary Public

ELENA M. VEGA
Notary Public-State of Kansas
My Appt. Expires 1-31-19

Application # SP-15402-00059 (Ref: SP-2015-63)

October 25, 2015

625 Minnesota Ave kck, KCK Main Library at 2pm

Attendances:- MARY LESLIE
LUIS HERNANDEZ
JASMINE ARMENDARIZ

Meeting adjourned at:- 3pm-

Minutes taken by:- MARY LESLIE

Asked if Luis Hernandez (next door neighbor of the Leslie)
has any concern or question; no concern, just supportive of
the renewal of permit.

Application # SP-15402-00059 (Ref: SP-2015-63)

October 25, 2015

625 Minnesota Ave kck, KCK Main Library at 2pm

Attendances:- MARY LESLIE
LUIS HERNANDEZ
JASMINE ARMENDARIZ

Meeting adjourned at:- 3pm-

Minutes taken by:- MARY LESLIE

Asked if Luis Hernandez (next door neighbor of the Leslie)
has any concern or question; no concern, just supportive of
the renewal of permit.





#SP-2015-63
334 N. Thorpe St.



NOT TO SCALE



#SP-2015-63
334 N. Thorpe St.



NOT TO SCALE

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DSCF2014.JPG



Ocho ↓

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CINCO

DSCF2015.JPG



DSCF2012.JPG



Richard & Mary Leslie
334 N. Thorp St
Kansas City, Ks 66102

September, 2015

Dear Planning Commissioners,

This is a renewal request for a special permit to keep our four dogs.
We had our first \$300 special use permit for our 4 dogs back in 2013.
We still only have the same 4 dogs whose are now mature, healthy & happy

We had complied with the conditions set forth by the UB of Commissioners:-
Ours dogs are always supervised while they are outside & always contained
Though they are mainly house dogs whose eat & sleep inside
We cleaned the yard at least twice days
Apply natural odor control cleanser to the yard regularly
There has been no complaint about our four dogs

Also enclosed our four dog's shots records cost us \$296.00 per year
Receipt for heart worm pills..... \$554.00 per year
City licenses \$ 40.00 per year

Beside these necessary medical expenses, it cost us \$1300.00 per year
to feed our four dogs.

Daily dental health treatment.....\$1300.00 per year
Out/indoor cleanser..... \$100.00 per year
Fleas & ticks control drops..... \$40.00 per year

And the expenses of this year \$350 permit filing fee,
time to take off work to attend related meeting and court hearings.

As any one can see that we take good care of our 4 dogs and it costs us a
small fortune to do so. We are hard working citizens who pay taxes every
day.

So, we are respectfully asking the commission to grant us a permit for the life
of our 4 dogs. We would greatly appreciated your understanding and we will
continues to be a responsible dogs owner and respectful neighbor to our
Community.



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-64 (15220)

GENERAL INFORMATION

Applicant:
Ronald Isom

Status of Applicant:
Representative
3002 Delavan Avenue
Kansas City, Kansas

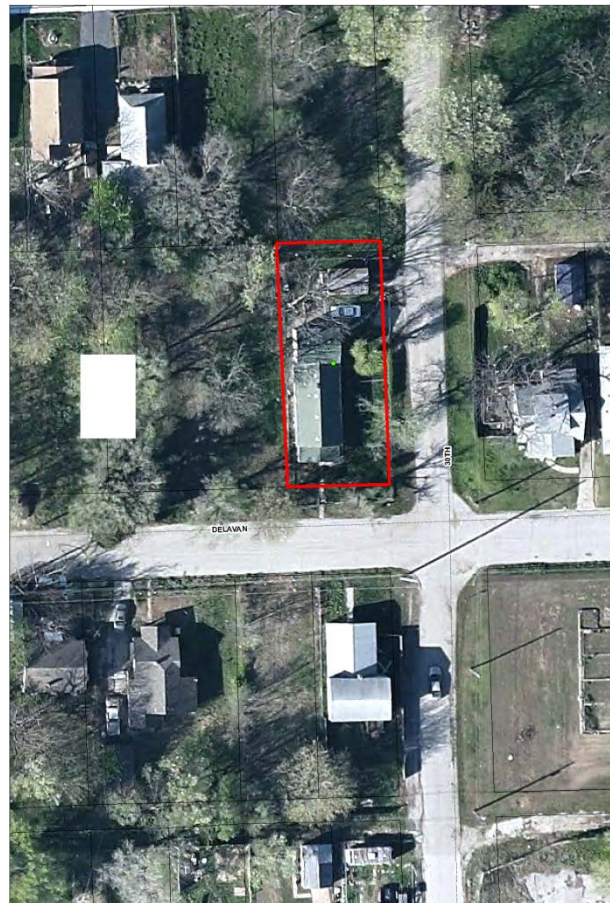
Requested Action:
Approve Special Use Permit

Date of Application:
September 25, 2015

Purpose:
To keep a storage container on property

Property Location:
3002 Delavan Avenue

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



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

Existing Uses: North: Residential
South: Residential
East: Residential
West: Residential

Total Tract Size: .14 acre

Master Plan Designation: The City Wide Master Plan designates this property for urban density residential use.

Major Street Plan: Delavan Avenue is a designated local street

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and November 30, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting a special use permit to keep a storage container on the property.

City Ordinance Requirements: 27-1251 through 27-1270

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The area is residential in nature.

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

Nearby uses are residential, a storage container is not seen as 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.

A storage container is not typically seen as a suitable use in a residential area.

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.*

The Master Plan does not address Special Use Permits.

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 is not expected to be an issue.

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.*

Storage containers can be unsightly for nearby property owners.

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.*

This is not an issue.

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

This is not an issue.

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

This is not foreseen 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 limited public gain compared to the hardship imposed on the landowners.

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

This is not an issue.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a meeting on October 14, 2015. One person was in attendance. No opposition was recorded.

KEY ISSUES

Visual quality of the storage container

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit Application #SP-2015-64, for eighteen (18) months.

STAFF COMMENTS AND SUGGESTIONS

The staff concurs with the recommendation of the City Planning Commission given there is no opposition, 18 months may be acceptable. The only thing that distinguishes this for staff is that there has been an injury involved and he is trying to do this for his parents and rehab a home in a neighborhood that has seen a lot of demolition already.

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-2015-64 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Aerial photograph
Zoning map
Photos submitted by applicant
Neighborhood meeting minutes

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: Jamie Ferris jferris@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2015-64** 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-2015-64**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15220 SPECIAL USE PERMIT APPLICATION #SP-2015-64 – RONALD E. ISOM - SYNOPSIS: Special Use Permit for a storage container at 3002 Delavan Avenue

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. Ronald Isom, 3202 Delavan Avenue, Kansas City, Kansas, applicant, appeared in support of this application. He stated that the reason for the container is for him to secure his property. His parents have had this residence for 58 years and there has always been a theft problem. He was rehabbing the house and he took a fall last winter and torn his shoulder and that delayed the renovation of the house. He did not mean for the container to be there this long but there is nothing he can do until he heals from the surgery. He expects for it to be there 18 months and the container holds all of his

skill equipment, building materials, etc. At one time they thought that they had their garage secure and they fooled them. Someone dug under the garage and cleaned them out and that is the reason for him to have the container so they can hold onto their things.

Chairman Huey asked how long he needs to have the container there. Mr. Isom stated no more than 18 months. He is doing a lot of concrete work so it takes time for the concrete to cure.

Planning Commissioner Serda asked if the container is located off the side street behind the residence. Mr. Isom stated yes, it is right adjacent to the garage on the property and behind the container is a vacant lot on both sides. It is far back so no one can get into it. They would have to bring in heavy equipment.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff is somewhat sympathetic to the plight of the applicant and his injury but this seems to be a long timeframe. There have been other cases for containers that were not given that amount of time. He further stated that 18 months would be May of 2017. Given there is no opposition, 18 months may be acceptable. The only thing that distinguishes this for him is that there has been an injury involved and he is trying to do this for his parents and rehab a home in a neighborhood that has seen a lot of demolition already. The staff recommends approval.

Planning Commissioner Ernst stated that if there was a complaint during this 18 month period it could be revisited. Planning Director Richardson stated that if he wasn't complying with the terms of the special use permit, and he does not know what those would be, other than keep it out of the right-of-way. If he moved it to the front of the yard, that would be a reason but he would need to have someone come out and move it. Mr. Ernst asked what if one of the neighbors complained about it. Director Richardson stated that would have to be a stipulation. It seems to him the reason to revoke a special use permit would be not complying with the terms and not allow someone to complain after the fact. Mr. Ernst stated that all the people have been notified of this. Director Richardson stated that is correct.

Planning Commissioner Serda stated that effectively the real compliance is with the term. After 18 months the container has to be removed. Planning Director Richardson stated that is correct. He would have to apply for a renewal of the special use permit. Otherwise it would expire and Code Enforcement would take over.

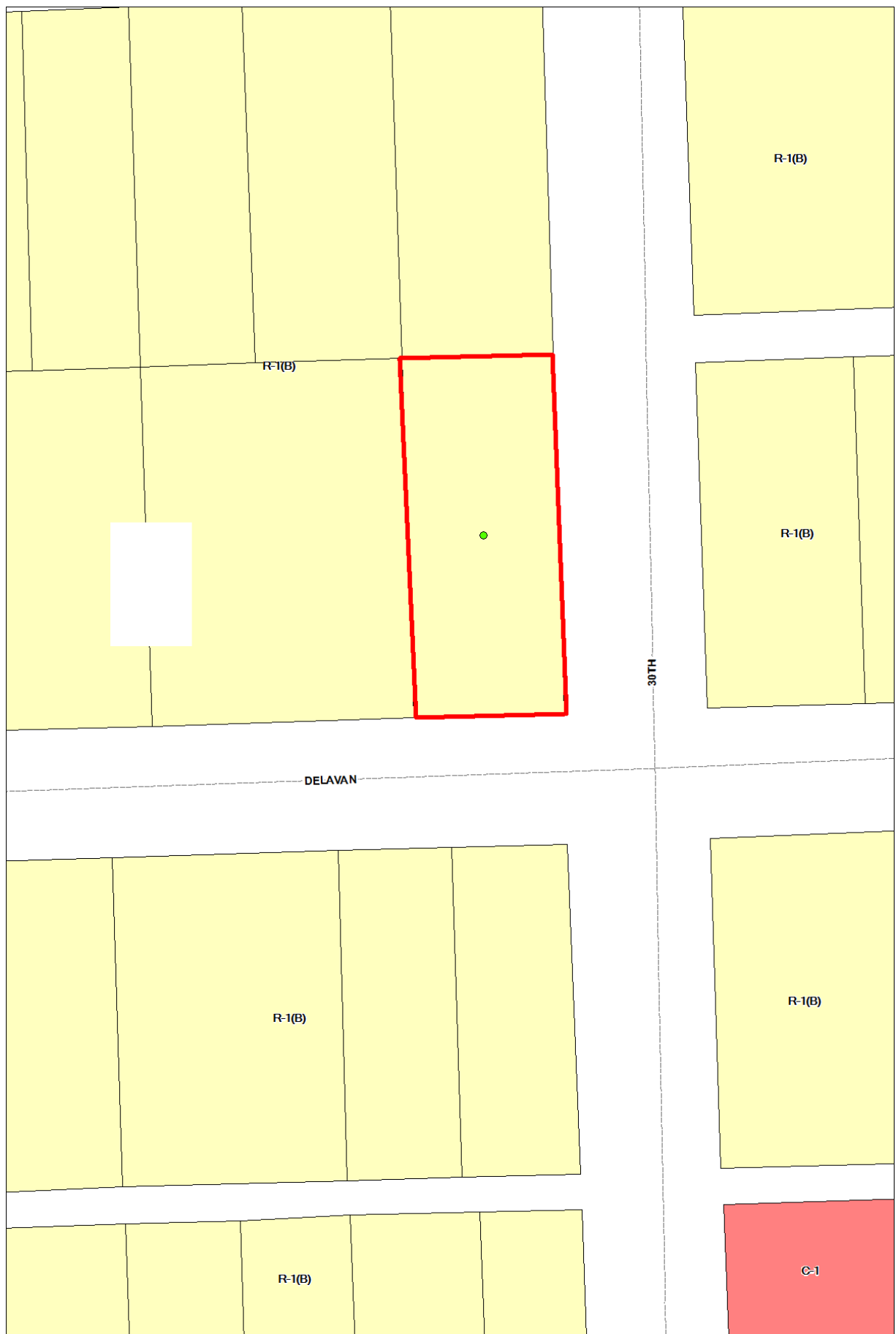
On motion by Mr. Wing, seconded by Mr. Connelly, the Planning Commission voted as follows to **recommend APROVAL of Special Use Permit Application #SP-2015-64 for 18 months:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present

Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

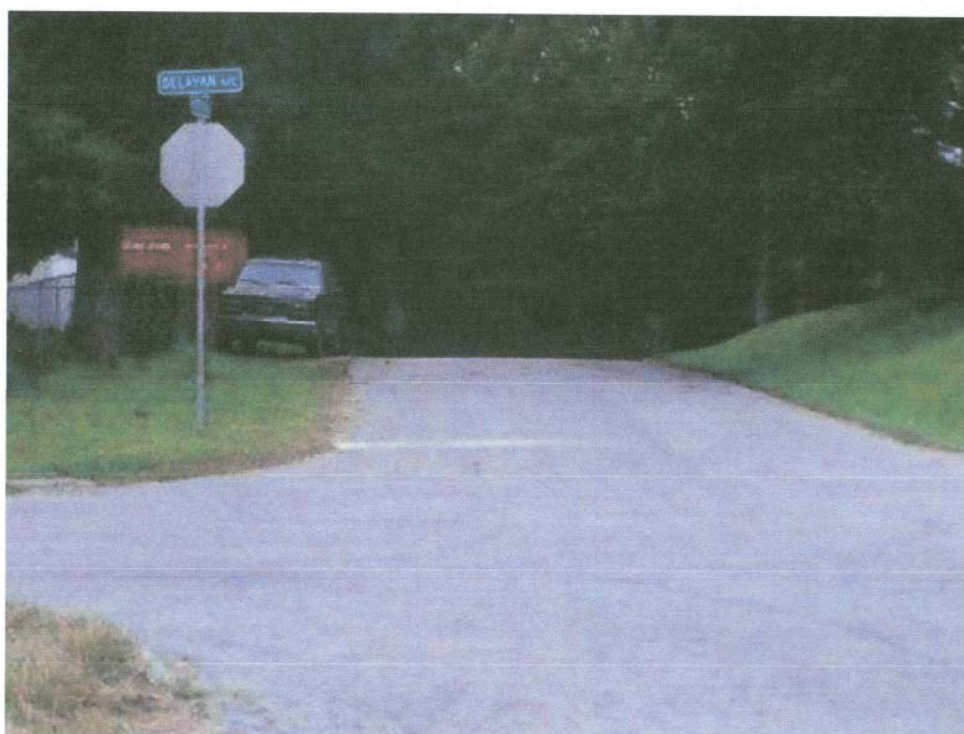
Motion to recommend APPROVAL Passed: 6 to 0







Back of house next to garage



30th & Deluan Ave Facing North



From North 30th facing west
Back of house next to garage



On North 30th St. facing south



From North 30th facing west



On North 30th St. facing south

CONTAINER INFORMATION

MINUTES

Application Number - # SP-2015-64

DATE: Oct 14, 2015

LOCATION: 3002 Delavan Ave
Kansas City, KS. 64104

MEETING CALLED TO ORDER AT: 5 P.M. CST

INTRO

Question and answers - MEETING STARTED

AT 5: P.M. with ONE person in attendance.

Person present was CECIL PATTON, with
THE Grindero Urban NEIGHBORHOOD Group.

- ① Question: WHY is it necessary to have a Special Permit for storage containers.

Answer: THE CITY WANTS TO KEEP NEIGHBORHOOD beautiful and not let these storage containers become rental property.

- ② Question: WHERE THERE fees associated with this permit request.

Answer: Filing fees are \$350.00

MEETING ENDED AT 5:35 P.M. ON 10/14/2015
MINUTES TAKEN BY: RONALD ISOM



Urban Planning and Land Use

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Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-65 (15210)

GENERAL INFORMATION

Applicant:

Reid and Marisa Roberts

Status of Applicant:

Owners
Venue at Willow Creek
3150 North 91st Street
Kansas City, KS 66109

Requested Action:

Approve Special Use Permit

Date of Application:

September 25, 2015

Purpose:

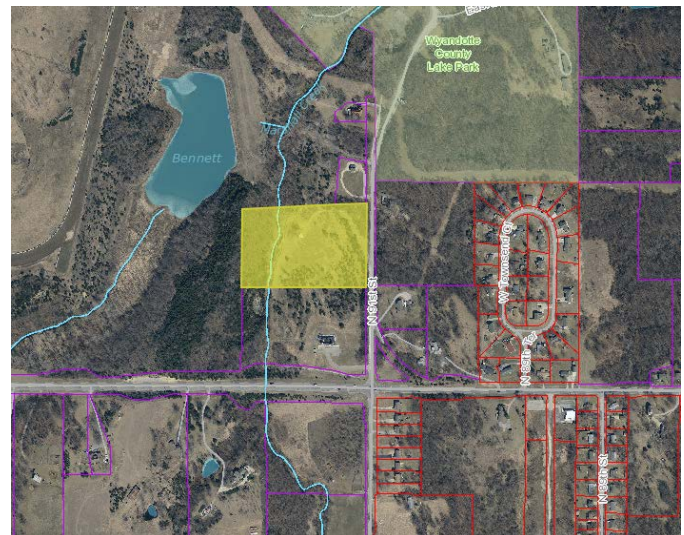
To have live entertainment in
conjunction with an event center

Property Location:

3150 North 91st Street

Existing Zoning:

CP-2 Planned General Business District



Existing Surrounding Zoning: **North:** A-G Agriculture District
South: CP-1 Planned Limited Business District
East: R-1 Single Family District
West: A-G Agriculture District

Existing Uses: **North:** Woodlands Race Track
South: Vacant land
East: Single family homes
West: Woodlands Race Track

Total Tract Size: 9.42 acres

Master Plan Designation: The Prairie Delaware Piper Master Plan designates this property as Planned Entertainment District

Major Street Plan: The City-Wide Master Plan classifies 91st Street as a Parkway.

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and November 23, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicants, Reid and Marisa Roberts want to continue to have live entertainment in their event center, known as Venue at Willow Creek located at 3150 North 91st Street. For most of the initial period the venue was under construction.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the neighborhood is largely rural in nature. There are single family homes south of the property at the southeast corner of the 91st and Leavenworth Road intersection. The Woodlands Race Track is north and west of the property in question.

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 are set out above. The proposed use is compatible with them.

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 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 area is designed to accommodate the traffic generated from this type of business.

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 mostly a convenience to the applicant and the customers who are having an event at the venue. The venue is adequately screened from 91st Street, so the use will not permanently injure the 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.*

All music will be within the enclosed building, therefore noise that is normally associated with event centers will live entertainment should 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.*

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 foreseen to be an issue as there is enough parking on site to accommodate guests.

PREVIOUS ACTIONS

On May 30, 2013, a special use permit #SP-2013-34 was approved by the Unified Government Board of Commissioners for two (2) years to operate an event center with live entertainment.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 21, 2015. According to the applicant, no one appeared at the meeting.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit Application #SP-2015-65, subject to:

Urban Planning and Land Use Comments:

- 1. Subject to approval, this special use permit shall be valid for five (5) years.**
- 2. All live entertainment, bands, DJs, etc. shall be within the enclosed building. Doors shall remain closed when music is being played.**
- 3. Staff has been made aware by the KCKPD that there has been one service call to the property since August 15, 2015, which was medically related.**
- 4. Based on the site plan, if a monument sign is proposed, a sign permit from a licensed and bonded sign company must file for the permit on behalf of the applicant.**

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 COMMENTS AND SUGGESTIONS

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-2015-65 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Neighborhood Meeting Minutes
Site Plan
Floor Plan

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2015-65 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-2015-65**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15210 SPECIAL USE PERMIT APPLICATION #SP-2015-65 – REID ROBERTS –

SYNOPSIS: Renewal of a Special Use Permit for live entertainment in conjunction with event center at 3150 North 91st Street

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? Chairman Huey stated that she was received a phone call about Special Use Permit #SP-2015-63. Originally the neighbor that owned property adjacent to the neighbor was concerned about this renewal but has decided that they are satisfied after speaking with Mr. Richardson.

“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 November 9, 2015;
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. Ms. Elnora Jefferson stated that she would like to remove #PR-2015-28.

On motion by Mr. Carson, seconded by Mr. Wing, the Planning Commission voted as follows to **APPROVE the remaining items on the Consent Agenda:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present

Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to APPROVE Passed: 6 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, this special use permit shall be valid for five (5) years.
2. All live entertainment, bands, DJs, etc. shall be within the enclosed building. Doors shall remain closed when music is being played.
3. Staff has been made aware by the KCKPD that there has been one service call to the property since August 15, 2015, which was medically related.
4. Based on the site plan, if a monument sign is proposed, a sign permit from a licensed and bonded sign company must file for the permit on behalf of the applicant.

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

Application Number SP 15402-00001
Date and Location: 10/5/15

Meeting called to order at: 5 PM - 6 PM

Names of people in attendance: Reid Roberts

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:

Minutes taken by: Reid Roberts

No one else showed







Urban Planning and Land Use

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Kansas City, Kansas 66101
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www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-66 (15221)

GENERAL INFORMATION

Applicant:

Jesus M. Rodriguez

Status of Applicant:

Owner
1701 South 40th Street
Kansas City, Kansas

Requested Action:

Approve Special Use Permit

Date of Application:

September 25, 2015

Purpose:

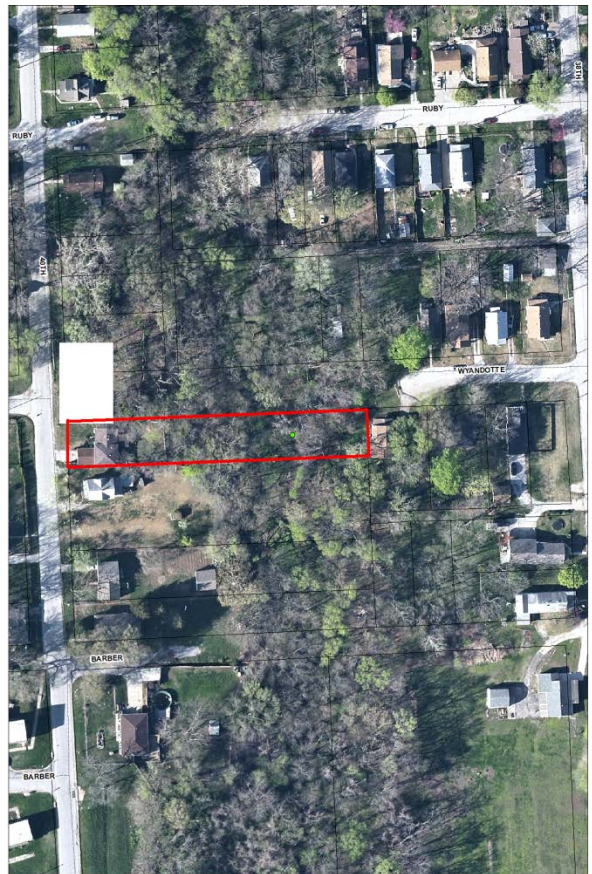
Temporary use of land to keep lawn care equipment for their business

Property Location:

1701 South 40th Street

Existing Zoning:

R-1 (B) Single Family District



Existing Surrounding Zoning: **North:** R-1 (B) Single Family District
South: R-1 (B) Single Family District and R-2 Two-Family District
East: R-1 (B) Single Family District
West: R-1 (B) Single Family District

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

Total Tract Size: .50 acre

Master Plan Designation: The City Wide Master Plan designates this property for low density residential use.

Major Street Plan: 40th Street is a designated local street

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and November 30, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the December 10, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant is requesting a special use permit to keep lawn care equipment for the business on the property.

City Ordinance Requirements: 27-1251 through 27-1270

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The area is residential in nature. This property is also within the 500 foot environs for the historic Shawnee Prophet's Grave and White Feather Springs.

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

Nearby uses are residential, while staff recognizes that the equipment is used for Mr. Rodriguez's business, the storage of such a large quantity of equipment isn't seen as compatible with residential 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.***

Equipment storage is not typically seen as a suitable use in a residential area.

- 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.***

The Master Plan does not address Special Use Permits.

- 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 is not expected to be an issue.

- 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.***

Equipment storage can be unsightly for nearby property owners.

- 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.***

This is not an issue.

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

This is not an issue.

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

This is not foreseen 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 limited public gain compared to the hardship imposed on the landowners.

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

This is not an issue.

PREVIOUS ACTIONS

There have been multiple code violations on this property, including dumping debris on the property and parking on unimproved surfaces.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 22, 2015. No one was in attendance.

KEY ISSUES

Visual quality of the equipment and property

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit Application #SP-2015-66, subject to:

Urban Planning and Land Use Comments:

1. How long are you intending to keep the trailer and equipment on the property?

Applicant Response: Taking in consideration the fact that it's a small business and net profit is not enough to afford commercial storage, we would like to keep it on property until business grows. The equipment is not visual to neighbors and we do not advertise at all at home. Trucks are not marked with business name.

2. How many accessory buildings (garages, sheds, etc.) do you have on the property?

Applicant Response: We have a carport where we park our vehicles (in the front of the house). There is a shed towards the back part of the yard where all the machinery is kept inside. And it's not visual to the neighbors. We like to keep everything away from public view to avoid theft.

3. Could the trailer and equipment be parked in the garage?

Applicant Response: There is no garage in the house. There is a carport on the front of the house and equipment is kept in the shed in the back of the house.

Staff recognizes the need for small businesses to have time to grow their businesses in Wyandotte County before it is possible to move into more costly commercial space. So long as the trailer with the equipment is not visible from

the street (where it is currently parked, near the shed toward the rear of the property is sufficient) and is screened from view for adjacent property owners and the property is kept clear of all equipment other than the trailer, there should not be any aesthetic issues and recommends approval for two (2) years. Staff suggests that, when possible, the applicant moves the business and its associated equipment to a commercial property.

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

Code Enforcement Comments:

1701 S. 40th has been cited for running a business at this property as well as dumping materials along the creek bed behind the property.

STAFF COMMENTS AND SUGGESTIONS

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-2015-66 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Aerial photograph
Zoning map
Photos submitted by applicant

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2015-66** 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-2015-66**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:**15221 SPECIAL USE PERMIT APPLICATION #SP-2015-66 – JESUS M.**

RODRIGUEZ - SYNOPSIS: Special Use Permit for the Temporary Use of Land to keep lawn care equipment for their business at 1701 South 40th Street

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. and Mrs. Jesus Rodriguez, 1701 South 40th Street, Kansas City, Kansas, applicants, appeared in support of this application. Mrs. Rodriguez stated that they want to park his lawn equipment on the back of the property which is the lawn mower, trailer and truck that he uses for his business.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff recommends approval subject to the stipulations in the staff report.

On motion by Mr. Carson, seconded by Mr. Wing, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2015-66:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

- 1. How long are you intending to keep the trailer and equipment on the property?**

Applicant Response: Taking in consideration the fact that it's a small business and net profit is not enough to afford commercial storage, we would like to keep it on property until business grows. The equipment is not visual to neighbors and we do not advertise at all at home. Trucks are not marked with business name.

- 2. How many accessory buildings (garages, sheds, etc.) do you have on the property?**

Applicant Response: We have a carport where we park our vehicles (in the front of the house). There is a shed towards the back part of the yard where all the machinery is kept inside. And it's not visual to the neighbors. We like to keep everything away from public view to avoid theft.

- 3. Could the trailer and equipment be parked in the garage?**

Applicant Response: There is no garage in the house. There is a carport on the front of the house and equipment is kept in the shed in the back of the house.

Staff recognizes the need for small businesses to have time to grow their businesses in Wyandotte County before it is possible to move into more costly commercial space. So long as the trailer with the equipment is not visible from

the street (where it is currently parked, near the shed toward the rear of the property is sufficient) and is screened from view for adjacent property owners and the property is kept clear of all equipment other than the trailer, there should not be any aesthetic issues and recommends approval for two (2) years. Staff suggests that, when possible, the applicant moves the business and its associated equipment to a commercial property.

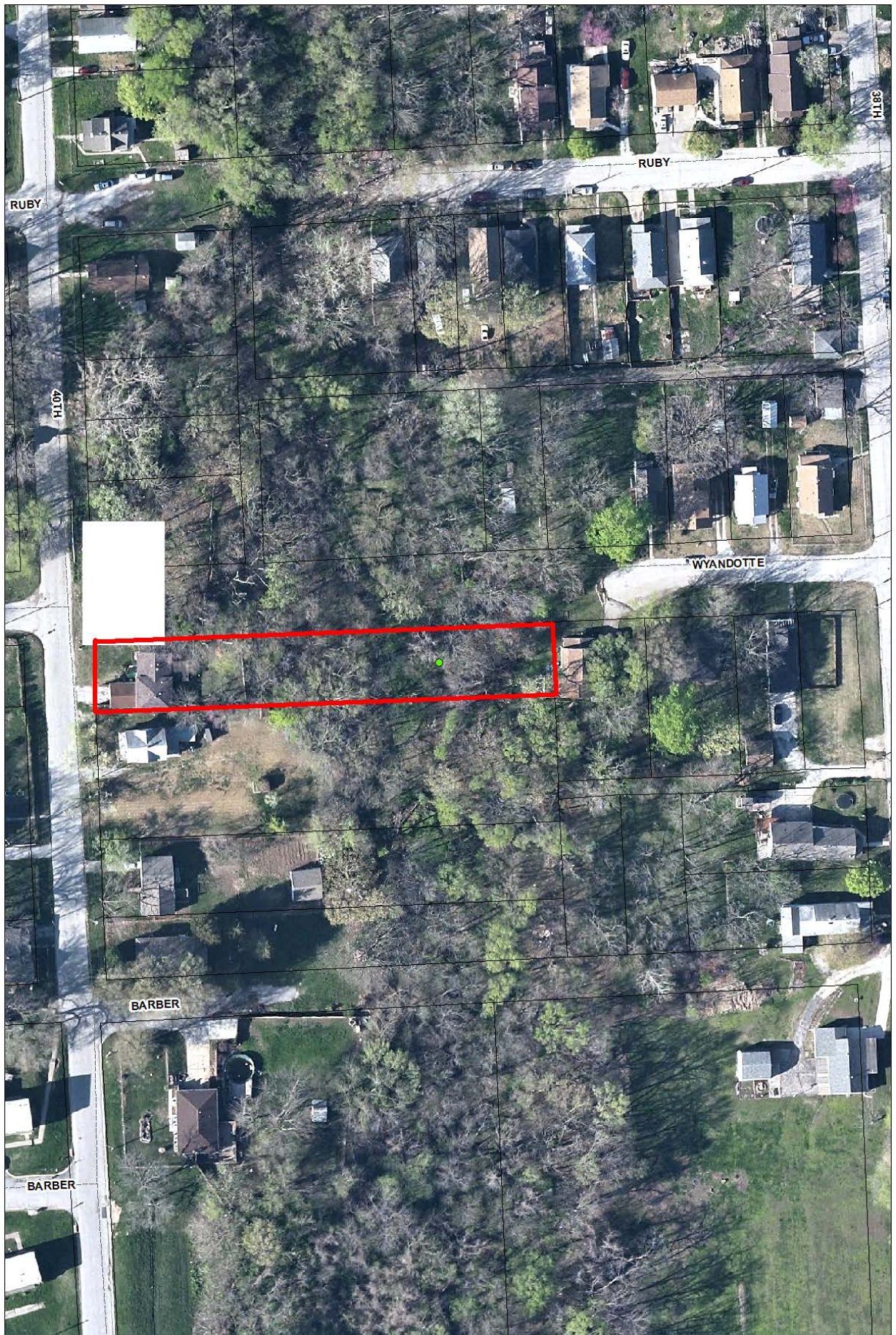
Public Works Comments:

- 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

Code Enforcement Comments:

1701 S. 40th has been cited for running a business at this property as well as dumping materials along the creek bed behind the property.















Urban Planning and Land Use

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Kansas City, Kansas 66101
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www.wycokck.org/planning

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-67 (15222)

GENERAL INFORMATION

Applicant:
Diego Toto

Status of Applicant:
XM Automotive
4439 Shawnee Drive
Kansas City, KS 66106

Requested Action:
Approve Special Use Permit

Date of Application:
September 25, 2015

Purpose:
To operate a mechanic and heavy
automotive repair shop

Property Location:
4439 Shawnee Road

Existing Zoning:
MP-1 Planned Light Industrial and Industrial Park District



Existing Surrounding Zoning: **North:** R-1 Single Family District
South: MP-1 Planned Light Industrial and Industrial Park District
East: CP-2 Planned General Business and MP-1 Planned Light Industrial and Industrial Park Districts
West: R-1 Single Family District

Existing Uses: **North:** Single family homes (across Shawnee Drive)
South: Self-storage facility
East: Gas station and small commercial office building
West: Single family homes

Total Tract Size: 3.24 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Business Park.

Major Street Plan: The City-Wide Master Plan classifies Shawnee Drive as a Class C Thoroughfare.

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and December 4, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Diego Toto wants to operate a mechanic and heavy automotive repair shop at 4439 Shawnee Drive.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the neighborhood is very mixed. There are single family homes to the west that abut the rear of this large multi-tenant building and commercial businesses to the south and east.

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

The zoning and their uses of properties nearby are set out above. This space was formerly a detail shop and is one of seven leasable tenant spaces in the 27,000 square foot building.

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 could affect nearby property.

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

Based on Business License records, the last business at the location was in 2013.

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.*

Due to the multi-tenant building on the property, adding the proposed use is not likely 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.*

Because there are garage doors on the rear of the building, noise that is often associated with mechanic shops may be a nuisance to the residences that abut the property on the west side.

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

If spills are contained and cleaned up quickly, the proposed use will not pollute the 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 is minimal. If this application is denied, the applicant will have to find an alternate location and apply for another special use permit.

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.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 23, 2015. According to the applicant, no one attended the meeting.

KEY ISSUES

Compliance with the automotive repair ordinance

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit #SP-2015-67, subject to:

Urban Planning and Land Use Comments:

- 1. Subject to approval, this special use permit shall be valid for two (2) years.**
- 2. How large is the tenant space that you are leasing? Please provide the square footage of the building.**

Applicant Response: It is 2,700 square feet.

Staff Response: Based on the 2,700 building square footage, 10.8 parking spaces, or 11 parking spaces are required for this building. Even though the property is zoned MP-1 Planned Light Industrial and Industrial Park District, automotive uses or commercial uses require four spaces for every 1,000 square feet of building area.

3. Looking at the photographs, the south and west sides of the parking lot do not have any striping. Staff cannot determine how many parking spaces are required if we do not know the building square footage. Also, per your landlord, how many parking spaces have been allocated to you in the parking lot?

Applicant Response: Stated by the landlord, the parking availability is on a first come first serve basis. With that being said, all but one of the other tenants in the building uses this facility as a storage unit only. They do not have customers or cars parked outside except for the times they come to get items from their space and those are only their own personnel car.

Staff Response: Since there are is adequate space on the south side of the building, five (5) 90 degree head-in parking stalls shall be striped to accommodate additional parking.

The industrial businesses have a parking ratio of 1 space for every 500 square feet up to 20,000 square feet. The parking lot located on the east side of the building is needed for all of the various businesses/tenants on the property, not just the proposed mechanic shop.

4. 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.

The ends of the row of parking stalls shall be curbed and landscaped that complies with the Commercial Design Guidelines. The asphalt inside the islands shall be removed prior to the landscaping being planted.

Please provide a more detailed drawing that shows the parking allocated for 4439 Shawnee Drive. Additionally, please show on the drawing that at either end of each row of parking a curbed, landscaped island.

There shall be at least one shade tree (minimum 2" caliper when planted) shown in each parking lot island. Lastly, where the curb is poured around the perimeter of the island, the asphalt shall be removed inside the island and replaced with topsoil, so the plantings will adequately grow.

Applicant Response: I believe my landlord stated he was getting in contact with someone at the office to speak about the parking and about the whole permit itself, since they stated that this building already has a permit for auto repair since it was built back in the 1990's. I am unsure of what the process is with this. My landlord said he was looking into it.

Staff Response: The code requires these improvements to be made to the property. The special use permit will not become valid until all stipulations are met. Curbed islands shall be installed at the end of the parking row and landscaped as previously stated.

5. 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.

Applicant Response: We will follow getting a sign once and if the application is approved. Thank you.

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

Applicant Response: Understood.

7. Will any vehicles or materials be stored outside?

Applicant Response: Yes, some vehicles will be parked outside while awaiting service. Cars will be in running condition, with current tags and all appropriate paperwork. The heavy repair will not be parked outside or towed in, vehicles will be inside.

Staff Response: Cars that are awaiting service shall be parked in a code compliant parking stall. Salvaged or wrecked vehicles are not permitted to be on the property, as this is not a salvage operation.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) Verify/clarify that no new exterior construction, parking lot improvements, etc. is being proposed with this special use permit.

Applicant Response: As the tenant at this location, I am not submitting new plans for any exterior construction, etc. I am aware that the landlord is also getting in touch with the office regarding this permit. So I am unaware if he, as the owner of the building is making any improvements.

- 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:

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.

STAFF COMMENTS AND SUGGESTIONS

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-2015-67 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
Drawing of property
Photographs of property
Photographs of parking lot islands
Correspondence from Property Owner

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2015-67 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-2015-67**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15222 SPECIAL USE PERMIT APPLICATION #SP-2015-67 – DIEGO TOTO WITH XM AUTOMOTIVE - SYNOPSIS: Special Use Permit for a mechanic/heavy repair shop at 4439 Shawnee Drive

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. Diego Toto and Ms. Ana Cervantes, applicants, appeared in support of this application. She stated that Mr. Ron Dillon, owner of the building is also present in support of this application. She stated that they are renting this building in order to operate as a heavy duty mechanic. It already had a special use permit and they are renewing it.

Planning Commissioner Carson asked if the owner can address the concerns of staff with regard to the condition of the property and bringing it up to code. Mr. Dillon stated that he is the managing partner of the property. He stated that they received the staff report today at 12:00 Noon. He came to Kansas City after his wife died 30 years ago. Prior to that he served on the Board for the City of Spencer in Iowa, which is a small community of 10,000 people. They had five (5) criteria that they worked on: who would it help; who would it hurt; what impact did it have on new employment for industry; what impact it had on the existing industry; and was it cost effective. None of that was

applied to this application. He stated that they would request that this petition be held over for one month since they just received this document at noon today. This is outrageous the burden that is being put on small business. They are telling small business you can never make a profit as we will burden you with overhead in such a way that you can never be profitable. That is a terrible way for a government to act. They need time to address this; every part of this is wrong on the occupancy. This building was designated as a maintenance truck repair; why are these people being harassed when this organization approved it 20 years ago. No government should put this burden on small business. They need an extension to get some people involved to get to the bottom of this.

Ms. Cervantes stated that Mr. Dillon is the property owner so there is nothing that they can do. She stated that he said he was going to contact the Commission. There were concerns about the parking lot and it is Mr. Dillon's property so they cannot comment on it. She stated that she knows that it is not up to standards now from when it was built in the 1990s. They can answer any questions with regard to the mechanic shop.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff did not find any evidence of a recent automotive business license at this location and due to the recent changes in the automotive ordinance requested by the Board of Commissioners, the staff proceeded with the special use permit. There are a few stipulations and he understands the owner's concerns. If he thinks that the staff has not interpreted the ordinance correctly he should file a Board of Zoning Appeals action or have a meeting with the staff. The draft staff report has been out and available for two (2) weeks and the final report was on the internet Friday. All applicants receive instructions on how and when to receive their staff reports. The staff is fine with approving this application; if the owner or applicant wants to hold it over, that is fine with him.

Planning Commissioner Connelly asked if the applicants understand the stipulations concerning the parking lot that the staff wants them to do. Mr. Toto stated that they cannot agree to them because they are only renting the space; they do not own it. It is a multi-tenant building.

Planning Commissioner Carson asked staff what happens to their business if this is held over and are there multi-tenants in the building. Planning Director Richardson stated that he believes that there are multi-tenants and holding over this application would prevent them from opening their business until December 15th and they would have to also comply with the stipulations. Mr. Carson stated that they cannot open until the stipulations are taken care of. Director Richardson stated that as long as they are progressing towards that they would let them go for a period of time. The stipulations are not all that significant and the staff generally works with someone.

Planning Commissioner Ernst stated that they cannot make improvements to the property; are there other ways to make sure that the parking lot is taken care of. Director Richardson stated not without the stipulations. Mr. Ernst stated that the stipulation is something that the applicants do not have any control over (as they are not the owners.) Director Richardson stated that they have a lease with the owner and it is a

private civil matter that they could work out with the landlord. This is not ideal for it to come to the Commission this way.

Planning Commissioner Serda asked if the issue is that the parking spots are not properly striped or configured properly or does the staff need evidence that there are spots allocated for this business. Planner Toy stated that it is really due to spots being allocated for the business since it is a multi-tenant building. Staff wants to make sure there are spaces available for the public and cars being worked on. Right now it is not striped on the south side of the building. The only physical improvement would be the landscape island in the center row (Mr. Toy showed the Commission the area where it would be located.) He stated that it is a requirement of the ordinance. Dr. Serda stated that the landscaping improvements and parking/parking lot are on the owner but there are stipulations on signage, operation and storage that are stipulations of the applicant. Director Richardson stated that is the correct. With regard to the landscaping part, when there is an upgrade on property, the staff is requesting them to upgrade to meet the ordinance. The building is legal non-conforming on the landscaping and in theory the Commission could let it sit as it is. Typically the staff has people make small improvements to come closer to meeting the code when there is an upgrade. Dr. Serda stated that he would like to make sure that the applicants understand three things in the staff report. The first one is the requirement for a sign. If they have a sign it has to be professionally installed, obtain a sign permit and follow the ordinance requirements. The second one is that they cannot use temporary signs. The third one has to do with their operation with regard to storage outside and storage of vehicles. Ms. Cervantes stated that they have read them and understand.

On motion by Mr. Connelly, seconded by Mr. Carson, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2015-67:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

Subject to:

Urban Planning and Land Use Comments:

- 1. Subject to approval, this special use permit shall be valid for two (2) years.**
- 2. How large is the tenant space that you are leasing? Please provide the square footage of the building.**

Applicant Response: It is 2,700 square feet.

Staff Response: Based on the 2,700 building square footage, 10.8 parking spaces, or 11 parking spaces are required for this building. Even though the property is zoned MP-1 Planned Light Industrial and Industrial Park District, automotive uses or commercial uses require four spaces for every 1,000 square feet of building area.

3. Looking at the photographs, the south and west sides of the parking lot do not have any striping. Staff cannot determine how many parking spaces are required if we do not know the building square footage. Also, per your landlord, how many parking spaces have been allocated to you in the parking lot?

Applicant Response: Stated by the landlord, the parking availability is on a first come first serve basis. With that being said, all but one of the other tenants in the building uses this facility as a storage unit only. They do not have customers or cars parked outside except for the times they come to get items from their space and those are only their own personnel car.

Staff Response: Since there is adequate space on the south side of the building, five (5) 90 degree head-in parking stalls shall be striped to accommodate additional parking.

The industrial businesses have a parking ratio of 1 space for every 500 square feet up to 20,000 square feet. The parking lot located on the east side of the building is needed for all of the various businesses/tenants on the property, not just the proposed mechanic shop.

4. 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.

The ends of the row of parking stalls shall be curbed and landscaped that complies with the Commercial Design Guidelines. The asphalt inside the islands shall be removed prior to the landscaping being planted.

Please provide a more detailed drawing that shows the parking allocated for 4439 Shawnee Drive. Additionally, please show on the drawing that at either end of each row of parking a curbed, landscaped island.

There shall be at least one shade tree (minimum 2" caliper when planted) shown in each parking lot island. Lastly, where the curb is poured around the perimeter of the island, the asphalt shall be removed inside the island and replaced with topsoil, so the plantings will adequately grow.

Applicant Response: I believe my landlord stated he was getting in contact with someone at the office to speak about the parking and about the whole permit itself, since they stated that this building already has a permit for auto repair since it was built back in the 1990's. I am unsure of what the process is with this. My landlord said he was looking into it.

Staff Response: The code requires these improvements to be made to the property. The special use permit will not become valid until all stipulations are met. Curbed islands shall be installed at the end of the parking row and landscaped as previously stated.

5. 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.

Applicant Response: We will follow getting a sign once and if the application is approved. Thank you.

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

Applicant Response: Understood.

7. Will any vehicles or materials be stored outside?

Applicant Response: Yes, some vehicles will be parked outside while awaiting service. Cars will be in running condition, with current tags and all appropriate paperwork. The heavy repair will not be parked outside or towed in, vehicles will be inside.

Staff Response: Cars that are awaiting service shall be parked in a code compliant parking stall. Salvaged or wrecked vehicles are not permitted to be on the property, as this is not a salvage operation.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) Verify/clarify that no new exterior construction, parking lot improvements, etc. is being proposed with this special use permit.

Applicant Response: As the tenant at this location, I am not submitting new plans for any exterior construction, etc. I am aware that the landlord is also getting in touch with the office regarding this permit. So I am unaware if he, as the owner of the building is making any improvements.

- 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:

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.

Reply to Urban Planning and Land use Comments:

1. How large is the tenant space that you are leasing?

It is 2700 sq ft.

2. Per your landlord, how many parking spaces have been allocated to you in the parking lot?

Stated by the landlord the parking availability is on a first come first serve basis. With that being said all but one of the other tenants in the building use this facility as a storage unit only, they don't have customers or cars parked outside except for the times they come to get items from their space and those are only their own personal car.

3. PARKING-

I believe my landlord stated he was getting in contact with someone at the office to speak about the parking and about the whole permit itself, since they stated that this building has already a permit for auto repair since it was built back in the 90's. I am unsure of what the process is with this. My landlord said he was looking into it.

4. Signage

We will follow getting a sign once and if the application is approved. Thankyou

5. NONE

6. Will any vehicles or materials be stored outside?

Yes, Some vehicles will be parked outside while awaiting for service. Car will be in running condition, with current tags and all appropriate paperwork. The heavy repair will not be parked outside or towed in vehicles will be inside.

Application Number #Sp-2015-67

Date And Location October 23rd 2015

Meeting called to order at 2800 Metropolitan Ave Kansas City, Ks 66106

Names Of people in Attendance : Diego Toto , Ana Cervantes And Monico (all are part of our team)

Introductions: Our plan was to start of the meeting introducing myself Diego Toto and Ana Cervantes, we are owners of the shop. As well as introduce Monico as the only other worker. Introduce our shop name as XM Automotive.

Our slide presentation included information about the types of labor that will be done. The basic oil changes timing belts, head gasket replacement etc. As well as replacing or repairing transmissions and engines. We also planned on explaining that we are open to the public and to private companies. And explain to our neighbors that we take measures to ensure cleanliness and to keep avoid noise disturbance closing our garage door.

We also had drawing on hand and pictures to explain he entrance to the building and parking lot.

Meeting Adjourned at: We moved our meeting to 3104 Strong Ave Kansas City, Kansas 66104

I do want to apologize as I did not know the library had moved to a different location. We did have an employee wait at 2800 to direct to proper location to anyone who showed up for the meeting. As well as there was notes on the front door of the old location explaining and giving address of the new location for the library.

Nobody showed up to neighborhood meeting.

Minutes Taken By Ana Cervantes

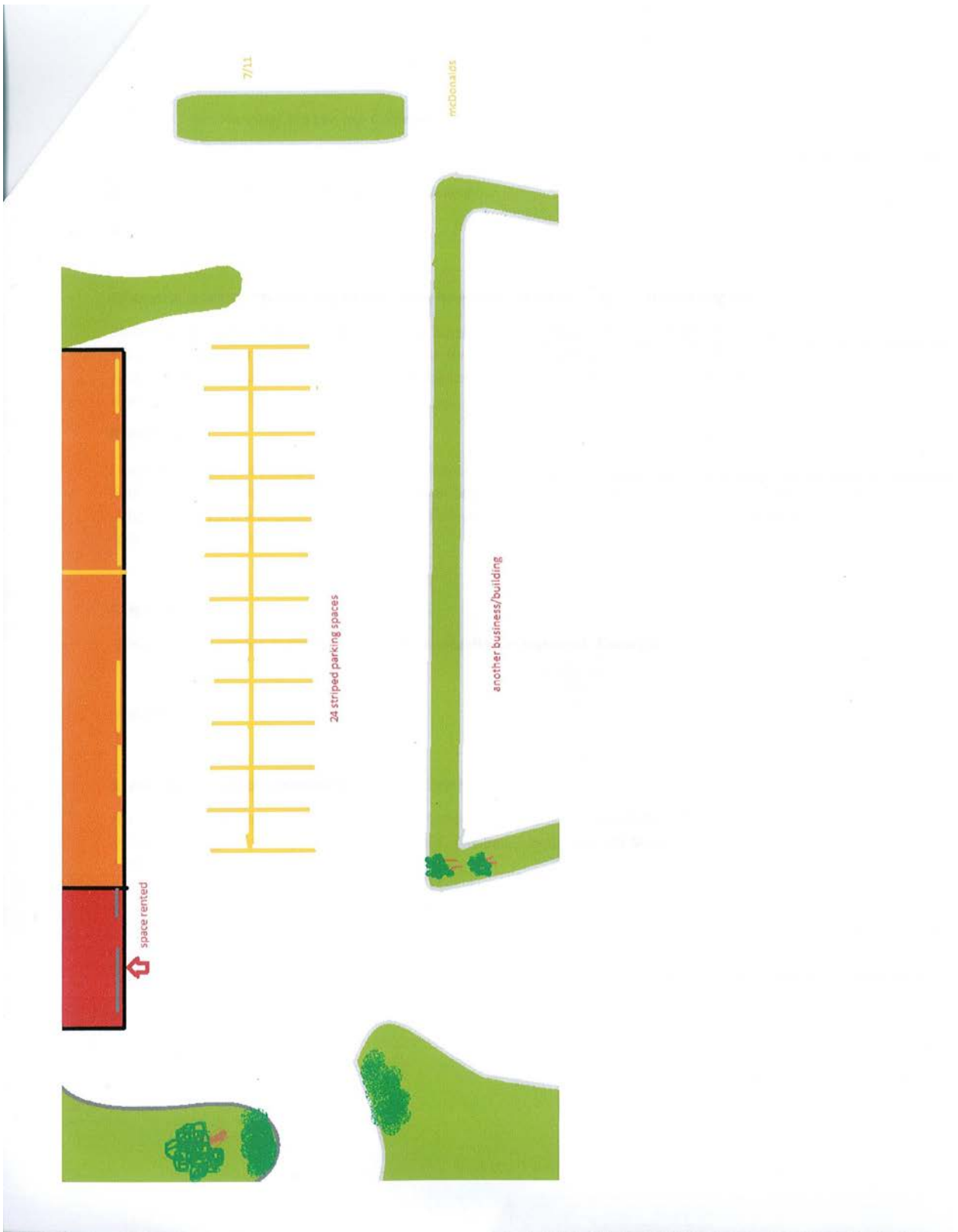


Figure 1. Drawing of the overall site (provided by the applicant).

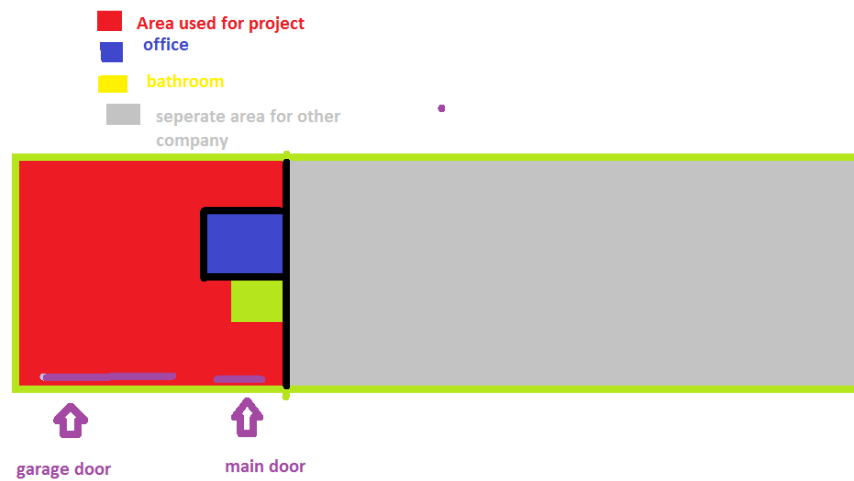


Figure 2. Drawing of the floor plan (provided by the applicant).



Figure 3. Photograph of 4439 Shawnee Drive looking east (provided by the applicant).



Figure 4. Photograph of 4439 Shawnee Drive looking southeast (provided by the applicant).



Figure 5. Photograph of 4439 Shawnee Drive looking northeast (provided by the applicant).



Figure 6. Photograph of 4439 Shawnee Drive looking west (provided by the applicant).



Figure 7. Photograph of 4439 Shawnee Drive looking northwest (provided by the applicant).



Figure 8. Example of a landscaped parking lot island (provided by the Seattle Daily Journal, 2003).



Figure 9. Example of a landscaped parking lot island (provided by No Ka Oi Landscape Services).

I had found it on the Internet and did a quick review of each commissioner there does not appear to be even a small degree of business background. But, I will follow your suggestion and see what can be accomplished. Adding Islands with trees to that parking lot is just not something our anchor tenant is excited about. Through their independent contractors and 5-state office they employ in the range of 70 people and I certainly do not want to lose them and KCK should not. They are the biggest bakery in the world and having KCK dictate their way of operation is not exciting to them. Particularly in that there is no benefit to anyone they see this as the bully pulpit and I agree completely with them.

Ron Dillon

Mr. Dillon,

The District Commissioner is Mrs. Angela Markley and the At-Large Commissioner is Hal Walker. You can schedule a meeting with one or both thru Janet Guilfoil in the Board of Commissioners office. She is copied above. Her phone number is 913-573-5040. You may also want to contact Charles Brockman in our Economic Development office. Today I was reminded that we have some funds that might be available to assist a startup company. He is also copied above. His Phone number is 913-573-5733.

Thank you,

Robin H. Richardson, AICP
Director of Planning

Our goal is to serve you with excellence! Please click the following link and take a moment to complete this short customer service survey to help us better serve you!

<https://www.surveymonkey.com/s/UBPLUCS>

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First of all would provide me the name and contact information of the council person responsible for this area of KCK?

Second I/we do not think there are any bad people on the commission or you, just completely uninformed.

This project is Govt at it's worst at every level and a terrible impact on the economy, new job creation and over all goodwill with private sector and Govt. Every foolish dollar Govt forces on small business takes dollars away from the economy, small business growth and the ability for new hires.

If there is a blight problem actual or imagined, instead of addressing the problem, the regulation robs productive man hour and mental stress for every automotive small business company in the county. This stress is not imagined it is real and a terrible burden.

You have assigned a Govt employee and their expense at tax payers cost to police these unreasonable demands.

In our case every private entity involved will be hurt and there is no benefit to anyone by enforcing the demands.

Ron Dillon

Mr. Dillon,

Your final email significantly misrepresents my statements. My remarks were based on the message sent not the actual wording. Please reread my previous emails. To briefly recap:

1. These are not my demands, they are the recommendation of the Planning Commission to the Board of Commissioners. **Again no blame is intended these demands are completely unreasonable, lets approach it in a way that it is win-win for all parties. It is very difficult for a business person to deal with a situation where there in no benefit for anyone only added cost and being bullied by big brother.**

2. The decision is not final until December 10 when it is heard by the Board of Commissioners. You have the opportunity to speak at that meeting. **Our challenge is how do we prepare for something of this nature.**

I look forward to your presentation on December 10. I would be happy to meet in person, but givenmmu the misrepresentation of my previous comments I will not communicate further via email. **Again realize the bad regulation has forced a lot of stress on all of us and it is not my intent to anger you.**

Rob

You are saying we are going to demand you comply with our demands it is just the timing of when the trees are to be planted that is the working with you.

In our case every entity will lose if we are to comply. Bimbo the largest bakery in the world will have to work their 40-trucks route, their semis etc around this. Toto will be out thousands of dollars as his lease expires June 16 the only winner will be the strong arm of KCK. I believe I recall one of you statement that you are Business Friendly community. Some how I see a conflict. You also indicated KCK was too large to use common sense and cost effectivity in their decision making. This seems to bear that out.

Ron Dillon

We will work with the tenant on the timing of the improvements related to their imitation of business. On the 10th, you will learn what the final approval will include.

Rob

It was the understanding of Mr Toto that his application was approved without the high cost and unreasonable demands on the parking lot. It was left that "we will work with you" what ever that mean we are waiting to hear. This damaging demands of the ordinance is not acceptable. Mr Toto has a one year lease and if this demand is going to be enforced it will force Mr Toto to move to a county that uses common sense in appreciating what small business brings to the table.

It would appear from the below that the City intends to enforce this unreasonable demand, is that Correct?

I have asked for the names of 3-independent companies that have benefited from this ordinance, will you comply?

Mr. Dillon,

The item concerning your property (SP 2015-67) is scheduled for the Board of Commissioners on

December 10, 2015. The item is on the Planning and Zoning Consent Agenda for approval and I understand your tenant wants to move forward under the current terms so they can open. If you wish to discuss the Planning Commission recommendation, you can have it removed from the consent agenda. When the Mayor asks for anyone wanting to remove an item from the consent agenda, you should move forward and make that request. Then you can speak directly to the Board of Commissioners.

I noticed that you may have had difficulty understanding what the Planning Commissioners were saying. I would also suggest that if you speak before the Board of Commissioners that you have someone to help you be sure you are able to understand what is being said. If you need someone to assist in that manner, please let me know and I will provide someone qualified to assist.

We have had automotive uses comply with similar ordinances in various circumstances for some time even before the current ordinance was passed. The new ordinance made the requirements uniform for all automotive uses outside of a new dealership which has much higher standards to meet. Quite frankly none of them like having to make improvements. However, they understand that we require the same improvements from everyone. The real point of contention would be if we made someone do an improvement and then let someone off without doing the improvement as you are requesting. At that point we are not treating similarly situated people in the same manner.

Please remember, we are making great strides in improving the visual quality throughout the City and this ordinance is another tool we are using to that end. We are trying to make KCK a more attractive place to live work and play. It seems to be working. Businesses and residents are investing in KCK like never before.

Thank you,

Robin H. Richardson, AICP
Director of Planning

Our goal is to serve you with excellence! Please click the following link and take a moment to complete this short customer service survey to help us better serve you!

<https://www.surveymonkey.com/s/UBPLUCS>

If anyone in Govt thinks that any small business 1 to 5 employees can withstand this cost they have their heads buried in the sand. Mr Toto has a one year lease the demands of this ordinance will require Mr Toto to move his business to a business friendly county/city that applies common sense to the value small business brings to a given county.

I have asked for the names of 3-independent companies that have benefited by this ordinance as I can only see the ordinance as a power play by a out of control Govt. I certainly do not see the tree and other out of control demands on the tire store next door.

Mr. Dillon,

I will be the point person for your case from this point forward. Thank you for expressing your concerns concerning our process. I take them very seriously and will do what I can to explain the City's position.

Changes to the way the City of Kansas City, Kansas addresses automotive uses were initiated by the Board of Commissioners last year and adopted earlier in 2015. These changes were initiated because automotive uses are one of our communities most significant issues and sources of blight. It is the intent of the City to make sure that our plethora of automotive uses maintain the high level of ordinance compliance that we see from other commercial users in the community. If the property has not had a

recent business license for automotive uses, it must comply to the new standards.

I fully understand your perspective from a small town in Iowa. I have represented several small towns in Missouri and Kansas in the past. However, our situation is different. We are surrounded by communities with higher development standards and tend to have the lower end of land uses unintentionally dumped on us. Another difference is our decade long effort to change the perception of KCK in the metro area. Our intent is not to be against any business, but we must hold them all to similar high standards. Some standards such as automotive uses are higher because they tend to have more negative impacts.

We are very business friendly. We treat everyone the same. We apply the codes equally to all similarly situated users and we do all we can to make small improvements to the community to make sure that businesses and residents know that we value property upgrades and property maintenance and investing in your property is worthwhile in KCK. We feel all of these efforts help to preserve property values in our community.

As for your specific case, I feel I made it very clear to the Planning Commission they had a choice as to whether or not to require the improvements. They chose to require them. I hope you are able to work out a solution to the improvements with your tenant so that he can open his business and thrive in this community.

Thank you,

Robin H. Richardson, AICP
Director of Planning

Our goal is to serve you with excellence! Please click the following link and take a moment to complete this short customer service survey to help us better serve you!

<https://www.surveymonkey.com/s/UBPLUCS>

From: Parker, Janet
Sent: Thursday, November 12, 2015 9:34 AM
To: Richardson, Rob
Subject: FW: re[6]: Special Use Permit at 4439 Shawnee Drive

From: ron@dillon-ma.com [<mailto:ron@dillon-ma.com>]
Sent: Thursday, November 12, 2015 9:32 AM
To: Toy, Byron
Cc: Jeremy Singer; Parker, Janet
Subject: re[6]: Special Use Permit at 4439 Shawnee Drive

This is exactly what NFIB is trying to stop. Toto has a one year lease and your Bureaucracy wants him or someone to spend more money than the total cost of his lease. So this is another example of no common sense. People get on these boards and leave common sense on the shelf at home.

How could anyone even a common labor think this could be cost effective or help anyone. This is a burden put on small business that is completely unreasonable. It makes the people who developed the ordinance appear to have had the heads buried in the sand. If this ordinance is enforce it will force Mr Toto to move his business to MO or someplace where cost effective common sense is in effect.

Why is it when someone gets on a board or committee they forget to include is it cost effective or common sense?

Ron Dillon

Ron,

I understand your frustration, Yes how could any business person not be frustrated. but this is the ordinance. Other small businesses have complied with the code and have seen great benefits in doing so. The parking lot island will not take out any existing parking spaces. There are two painted islands that will have curbs and landscaping. This is the best plan I have seen to force businesses from Wyandotte county.

On a side note related to the parking lot, there are businesses in the city that have wheel stops in front of each parking stall, which restricts the maneuvering of pickup trucks for snow removal. These business have semi trucks in the parking lot and your ordinance would create a real challenge and again no one would benefit.

I would ask that all our correspondence be forwarded to elected people in the Wyandotte bureaucracy and confirmed to be that this has been done.

Thank you,

Byron Toy, AICP

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<https://www.surveymonkey.com/s/UBPLUCS>

From: ron@dillon-ma.com [<mailto:ron@dillon-ma.com>]

Sent: Monday, November 9, 2015 1:39 PM

To: Toy, Byron <btoy@wycokck.org>

Cc: Jeremy Singer <jeremy.frsinger@nfib.org>

Subject: re[4]: Special Use Permit at 4439 Shawnee Drive

Toy, thanks so much for your added effort. I do appreciate it and hope I have not put added stress on you. As a consultant to businesses it is so disgusting to continue to see Govt creating problems for small businesses. In my quick review it would appear I need to plant a tree to comply. Just who in the hell will that benefit? It will take up parking space, require leaf pickup in the fall and certain maintenance from time to time. No benefit to anyone and a pain in the ass for people using the parking lot.

How do we get Govt out of the way to allow people and business to be successful???

Ron Dillon

Dillon Group, Ltd.

Investment Bankers International

13405 W. 83rd St., Ste 3

Lenexa, KS 66215

913-888-8001 Phone

913-535-4081 Fax

www.dillon-ma.com



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-68 (15211)

GENERAL INFORMATION

Applicant:
Jeff Pierce

Status of Applicant:
Representative
Patrick Joyce with BHC Rhodes
7101 College Boulevard
Overland Park, Kansas 66211

Requested Action:
Renewal of Special Use Permit

Date of Application:
September 25, 2015

Purpose:
To continue to bring dirt fill on the
property for future development

Property Location:
8600 Gibbs Road

Existing Zoning:
R-1 Single Family District



Existing Surrounding Zoning:	North:	CP-2 Planned Business District
	South:	R-1 Single Family District
	East:	MP-3 Planned Heavy Industrial District
	West:	MP-3 Planned Heavy Industrial District

Existing Uses:	North:	Large lot single family home (across Kaw Drive)
	South:	Undeveloped land
	East:	Industrial business (aggregate transporting company)
	West:	Storage, lumber yard

Total Tract Size: 12.94 acres

Master Plan Designation: The City-Wide Master Plan designates this property as Employment.

Major Street Plan: South 88th Street is classified as a Class C Thoroughfare. Gibbs Road is classified as a local street.

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and November 23, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Jeff Pierce with L.G. Everist wants to continue to operate a dirt fill site on 12.94 acres at 8600 Gibbs Road for potential leasing opportunities. The applicant's representative has indicated that they have not moved any dirt the last two (2) years.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The character of the neighborhood is relatively rural with scattered industrial businesses, warehousing, storage facilities, and a water treatment plant along Gibbs Road.

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

If stipulations are adhered to and the site is properly maintained and supervised, staff does not believe that the proposed use will be incompatible 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.*

Any development will need to be raised out of the floodplain. Removal of the restrictions should not detrimentally affect nearby property.

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

It does not appear that this parcel has ever been developed.

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 amount of vehicular traffic will increase during the duration of the permit, but Gibbs Road will be able to accommodate the increased traffic associated to the proposed use.

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. The proposed use will benefit the applicant only. If stipulations and proper procedures are followed, the proposed use will not permanently injure the appropriate use, visual quality, or marketability of adjoining property.

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

Noise and dust could create significant problems for nearby properties if not properly supervised and carried out.

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

If stipulations and procedures are not followed, the proposed use can pollute the air, land, or water.

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

The proposed use will not 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 is minimal. If this application is denied, the applicant will need to file a change of zone and final development plan for this parcel for future development rather than doing earth work and subsequently trying to lease the property.

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.

PREVIOUS ACTIONS

The applicant originally applied for a special use permit in 2013 (#SP-2013-55). It was approved for two (2) years by the Board of Commissioners on September 26, 2013, subject to:

1. Special use permit for dirt fill shall be valid for two (2) years.

Applicant Response: This is understood, we request that the current SUP be extended for a period of five (5) years.

2. In addition to the special use permit, plans must be submitted for grading permits to the Development Review Committee prior to beginning site work.

Applicant Response: This is understood and was completed at the time of the original SUP. Plans have been resubmitted for the current SUP application.

3. Any future development for industrial purposes of this property will require a change of zone and final development plan.

Applicant Response: This is understood.

4. How much fill do you intend on excavating from and/or bringing onto the site?

Applicant Response: We plan on bringing in 20,000 cubic yards of fill.

Updated Applicant Response: The 20,000 cubic yards figure was recorded or reported in error with the original SUP, the actual figure is 80,000 cubic yards. This is consistent with the grading permit and plans as they have always been.

5. How many trucks do you anticipate for the project, daily, monthly, and annually?

Applicant Response: We plan on using three pieces of equipment, a CAT 966K wheel loader, a CAT 980L wheel loader, and a CAT D8T dump truck all of which have been approved by Southern Star for work over the gas line.

Updated Applicant Response: This response remains effective for the current SUP application.

6. How long do you intend on having an open fill site?

Applicant Response: We intend on completing fill operations within 7 years.

Updated Applicant Response: As no fill operations ever commenced on the site the original timeframe of 7 years remains in effect.

7. What are the proposed hours of operation for this site?

Applicant Response: The work is planned on being done from 7:00 AM to 6:00 PM.

Updated Applicant Response: These hours will remain the same throughout this permit.

8. Compliance with Appendix J of the 2009 International Building Code. This would include that no material with a dimension greater than one foot would be placed unless rock disposal areas are delineated on the plans and approved.

Applicant Response: This is understood.

9. A letter from the petitioner shall be provided agreeing to remedy, repair, or cleanup any damage to adjacent property owners or streets or utilities occasioned by the washing of silt or earthen material upon adjacent properties.

Applicant Response: The requested letter was supplied with the original application, a copy can be provided to the City upon request.

10. Per the Building Inspection Department:

- a. Building Inspection does not support approval of this application. The parties never obtained grading/excavation permits for #PR-2007-6. A "Stop Work" was posted on the property. They made revisions to the plan review application to include the fill, but never obtained the permits.

Staff Response: L.G. Everist has made contact with the Building Inspection Department, and is in the process of applying for a grading permit.

Applicant Response: To our knowledge, this comment is in relation to a separate property and drainage ditch that was filled on that property and

unrelated to this special use permit application. To our knowledge that was resolved to the satisfaction of the city.

11. Per Melissa Mitchell, CFM:

- a. Parcel is located within a zone AE floodplain. Floodplain designation shall be shown on the site plan and the FIRM panel number and effective date noted. Project shall comply with Floodplain Management Ordinance. Applicant is responsible for obtaining any required local, State, and/or Federal permits.

Applicant Response: Information as requested has been placed on the site plans. As of this date all required State and Federal permits have been obtained and provided to the City. The local Floodplain Development Permit is being applied for with the Grading Permit concurrently with this special use permit application. The application, and supporting materials, complies with the Floodplain Management Ordinance and nothing further is anticipated for compliance.

12. This is the current timeline of events pertaining to 8400 to 8440 Gibbs Road:

- a. 2007 plans were submitted to DRC for new office/maintenance building and a final plan review #PR-2007-6 was approved per engineering stipulations.
- b. Complaint received by George Sooter and sent to Building Inspections. Case initiated June 9, 2011.
- c. Stop Work Order issued June 20, 2011 for commercial excavation and hauling of earth material, to location, or away from the location, in excess of 5,000 cubic yards. Fill dirt is being brought in at south side of property without proper permits.
- d. June 30, 2011 request for extension by Jeff Pierce, L.G. Everist Area Manager received.
- e. February 20, 2012 engineering comments issued by Dave Clark for storm drainage, general engineering, and erosion control. BHC submitted plans in conjunction with the 2007 final plan review stipulation; transmittal January 24, 2012.
- f. Comments are outstanding and we do not have applications on file for a special use permit or DRC.

Applicant Response: Per comment 10a, this comment is not related to the current special use permit. The current special use permit application subject property is located at 8600 Gibbs; this comment references 8400 and 8440 Gibbs. As stated in our response to 10a, similar events described in this comment, as recalled by the applicant, occurred for a drainage ditch located between 8400 and 8440 (a separate property) and we believe that to have been resolved.

Public Works Comments (#SP-2013-55):

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
- 1) Gas utility must approve plans prior to any fill activity.

Applicant Response: A letter from the gas utility approving of the work over this gas main has been obtained and provided to the city, a copy can be provided if necessary.

- B) Items that are conditions of approval (stipulations):
- 1) Construction plans shall be reviewed and approved prior to UG Final approval and construction permit acquisition.

Applicant Response: This is understood, and in process.

- 2) Parcel is located within a zone AE floodplain. Floodplain designation shall be shown on the site plan and the FIRM panel number and effective date noted. Project shall comply with Floodplain Management Ordinance. Applicant is responsible for obtaining any required local, State, and/or Federal permits.

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- 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 property owner is working to rectify the issues listed above in the timeline. Staff was present when BHC Rhodes on behalf of L.G. Everist contacted Building Inspections to inquire about obtaining their grading permit for previous site work.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 21, 2015. According to the applicant, no one appeared at the meeting.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Special Use Permit Application #SP-2015-68, subject to:

Urban Planning and Land Use Comments:

1. Special use permit for dirt fill shall be valid for two (2) years.

Applicant Response: This is understood, we request that the current SUP be extended for a period of five (5) years.

Staff Response: Five (5) years is acceptable.

2. In addition to the special use permit, plans must be submitted for grading permits to the Development Review Committee prior to beginning site work.

Applicant Response: This is understood and was completed at the time of the original SUP. Plans have been resubmitted for the current SUP application.

3. Any future development for industrial purposes of this property will require a change of zone and final development plan.

Applicant Response: This is understood.

4. How much fill do you intend on excavating from and/or bringing onto the site?

Applicant Response: We plan on bringing in 20,000 cubic yards of fill.

Updated Applicant Response: The 20,000 cubic yards figure was recorded or reported in error with the original SUP, the actual figure is 80,000 cubic yards. This is consistent with the grading permit and plans as they have always been.

5. How many trucks do you anticipate for the project, daily, monthly, and annually?

Applicant Response: We plan on using three pieces of equipment, a CAT 966K wheel loader, a CAT 980L wheel loader, and a CAT D8T dump truck all of which have been approved by Southern Star for work over the gas line.

Updated Applicant Response: This response remains effective for the current SUP application.

6. How long do you intend on having an open fill site?

Applicant Response: We intend on completing fill operations within 7 years.

Updated Applicant Response: As no fill operations ever commenced on the site the original timeframe of 7 years remains in effect.

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Applicant Response: The work is planned on being done from 7:00 AM to 6:00 PM.

Updated Applicant Response: These hours will remain the same throughout this permit.

8. Compliance with Appendix J of the 2009 International Building Code. This would include that no material with a dimension greater than one foot would be placed unless rock disposal areas are delineated on the plans and approved.

Applicant Response: This is understood.

9. A letter from the petitioner shall be provided agreeing to remedy, repair, or cleanup any damage to adjacent property owners or streets or utilities occasioned by the washing of silt or earthen material upon adjacent properties.

Applicant Response: The requested letter was supplied with the original application, a copy can be provided to the City upon request.

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Applicant Response: To our knowledge, this comment is in relation to a separate property and drainage ditch that was filled on that property and unrelated to this special use permit application. To our knowledge that was resolved to the satisfaction of the city.

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- f. Comments are outstanding and we do not have applications on file for a special use permit or DRC.

Applicant Response: Per comment 10a, this comment is not related to the current special use permit. The current special use permit application subject property is located at 8600 Gibbs; this comment references 8400 and 8440 Gibbs. As stated in our response to 10a, similar events described in this comment, as recalled by the applicant, occurred for a drainage ditch located between 8400 and 8440 (a separate property) and we believe that to have been resolved.

Public Works Comments (#SP-2013-55):

A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) Gas utility must approve plans prior to any fill activity.

Applicant Response: A letter from the gas utility approving of the work over this gas main has been obtained and provided to the city, a copy can be provided if necessary.

B) Items that are conditions of approval (stipulations):

- 1) Construction plans shall be reviewed and approved prior to UG Final approval and construction permit acquisition.

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

Public Works had no additional comments on the renewal.

STAFF COMMENTS AND SUGGESTIONS

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-2015-68 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Zoning Map
Aerial Map
Vicinity Map
Site Photographs
Grading Plan
Erosion Control Plan (Pre-Construction, Construction, Post-Construction)
Storm Pipe Layout Profile and Drainage Map

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: Janet L. Parker, CSC/APC
jparker@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2015-68** 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-2015-68**, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15211 SPECIAL USE PERMIT APPLICATION #SP-2015-68 – JEFF PIERCE WITH L. G. EVERIST, INC. – SYNOPSIS: Renewal of a Special Use Permit (#SP-2013-55) for a dirt fill at 8600 Gibbs 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? Chairman Huey stated that she was received a phone call about Special Use Permit #SP-2015-63. Originally the neighbor that owned property adjacent to the neighbor was concerned about this renewal but has decided that they are satisfied after speaking with Mr. Richardson.

“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 November 9, 2015;
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. Ms. Elnora Jefferson stated that she would like to remove #PR-2015-28.

On motion by Mr. Carson, seconded by Mr. Wing, the Planning Commission voted as follows to **APPROVE the remaining items on the Consent Agenda:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to APPROVE Passed: 6 to 0
Subject to:

Urban Planning and Land Use Comments:

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- 1) Construction plans shall be reviewed and approved prior to UG Final approval and construction permit acquisition.

Applicant Response: This is understood, and in process.

- 2) Parcel is located within a zone AE floodplain. Floodplain designation shall be shown on the site plan and the FIRM panel number and effective date noted. Project shall comply with Floodplain Management Ordinance.

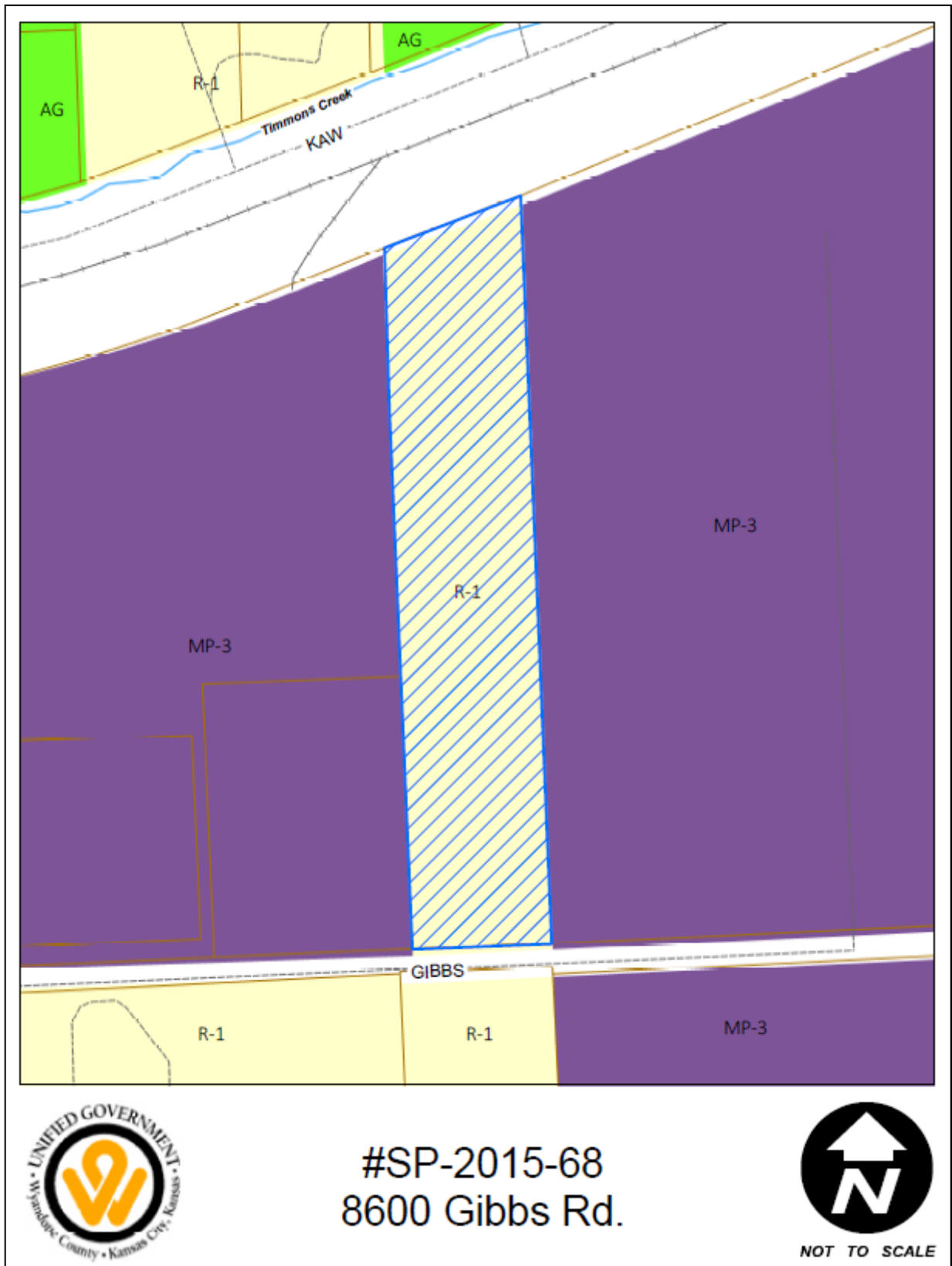
Applicant is responsible for obtaining any required local, State, and/or Federal permits.

Applicant Response: Information as requested has been placed on the site plans. As of this date all required State and Federal permits have been obtained and provided to the City. The local Floodplain Development Permit is being applied for with the Grading Permit concurrently with this special use permit application. The application, and supporting materials, complies with the Floodplain Management Ordinance and nothing further is anticipated for compliance.

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

- 1) None

Public Works had no additional comments on the renewal.





#SP-2015-68
8600 Gibbs Rd.



NOT TO SCALE



811
Know what's below.
Call before you dig.

ATHOS Energy
Commercial Representations
25200 W 112th Terr
Dulles, Kansas 66007
Office (913) 254-0348

DLT, Ltd.-US
6032 Westbury
Kansas City, Kansas 66103-3043
Office (913) 573-6515

Southern Fire Coat
300 N 95th Street
Overland Park, Kansas 66110-3027
Office (913) 575-3344/6107

PRC-422-4225
1105C Cole Parkway
Shawnee, Kansas 66227
PRC-422-4225

GENERAL NOTES

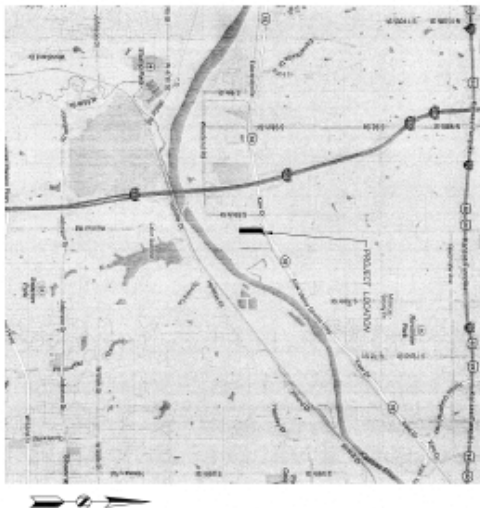
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BENCHMARK:

CHARGED SQUARE ON WEST CLYDE RETURN AT THE MAIN
ENTRANCE OF 8440 GIBBS ROAD
CLEVELAND 786.61

FEMA INFORMATION

NAME ALBERT, 20209001450
FIRM NAME: 01450
EFFECTIVE DATE: EFFECTIVE DATE SEPTEMBER 2, 201
EFC: 2666



SHEET INDEX

- | | |
|---|---|
| 1 | ENCLOSURE REQUEST |
| 2 | ENCLOSURE PLAN |
| 3 | ENCLOSURE CONTROL PLAN
PRE-CONSTRUCTION |
| 4 | ENCLOSURE CONTROL PLAN
CONSTRUCTION |
| 5 | ENCLOSURE CONTROL PLAN
POST-CONSTRUCTION |
| 6 | DRAWING APPD. |

DEVELOPER

LG ENERGY
6440 DIBBS ROAD
KANSAS CITY, KS 66111
(913) 208-3148
Contact: JEFF PIERCE

PREPARED & SUBMITTED BY:

BHC Records
Overland Park, Kansas

Patrick L. Joyce, P.E. - Project Engineer
Kansas P.E. No. 20352

T	(B)(6)	Issue for Panel	Fid.	CSP
Rac.	Clade	Dissolution	Bt	AOL



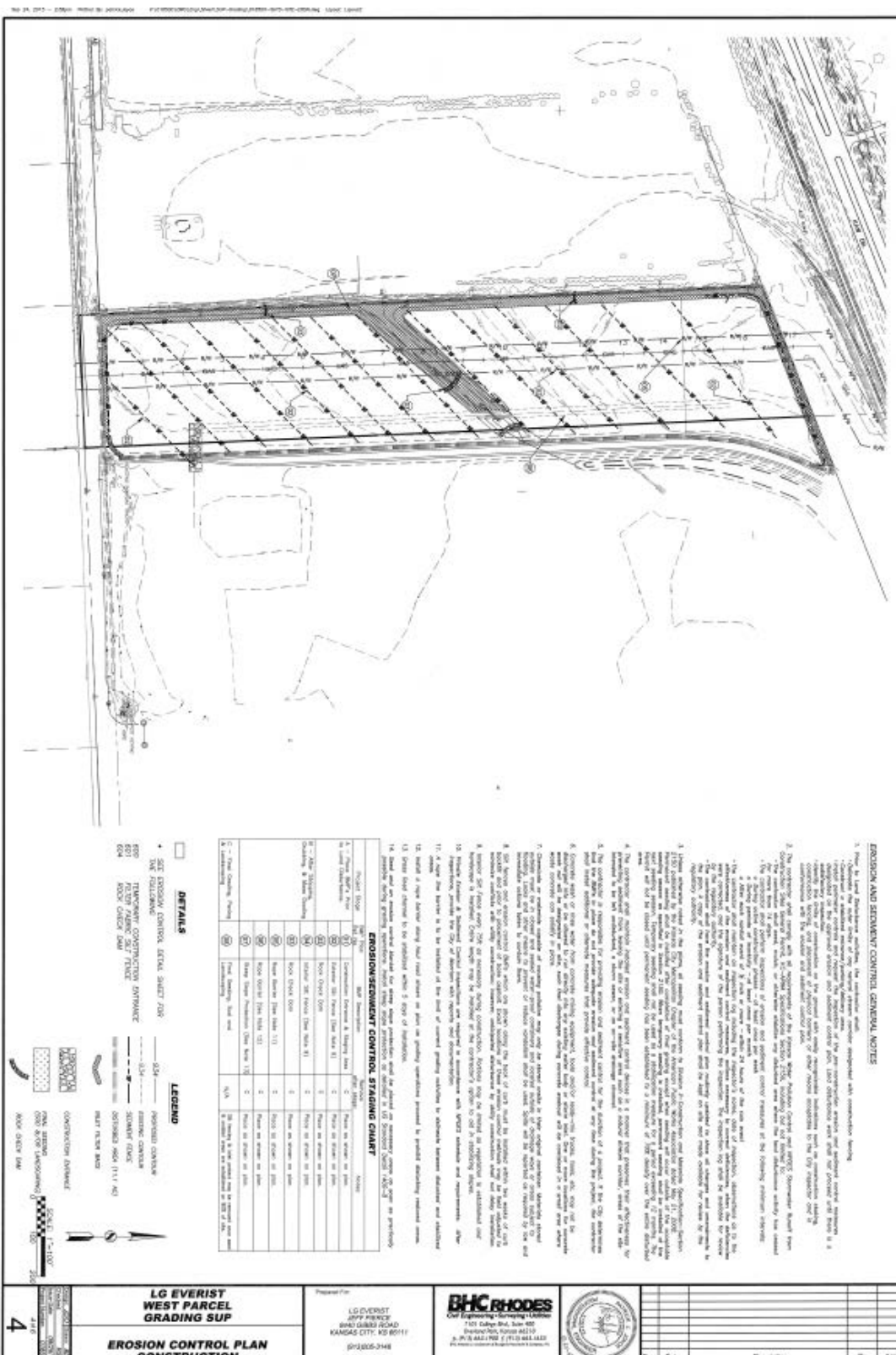
BHC RHODES
Civil Engineering • Surveying • Utilities
7181 College Blvd., Suite #100
Overland Park, Kansas 66210
p. (913) 463-7900 f. (913) 463-5433
BHC is a subsidiary of Hagerman Resources Inc., Overland, KS

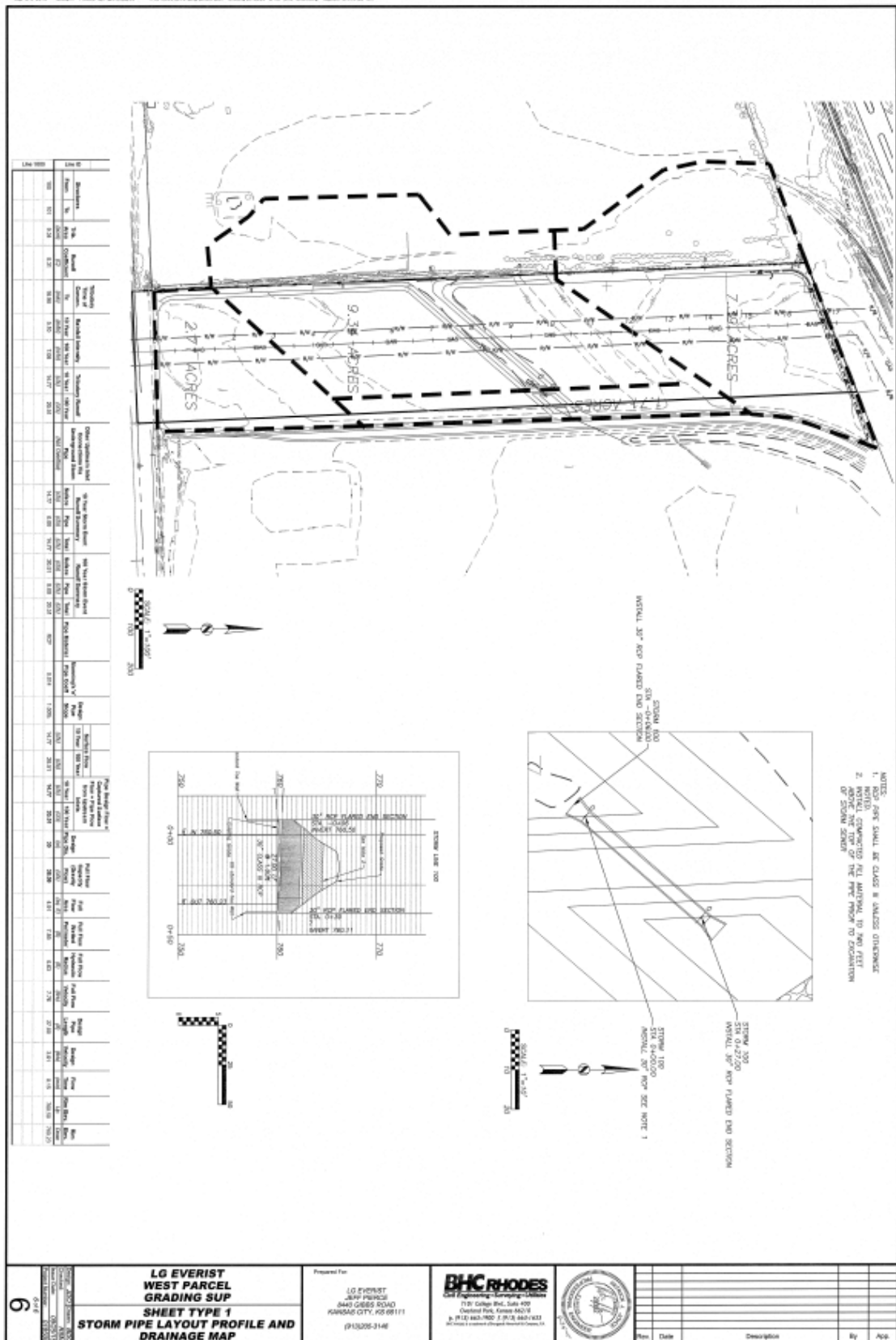
Prepared For:

LG EVERIST
JEFF PERDUE
8445 GIBBS ROAD
KANSAS CITY, KS 68111
(913)205-3146

**LG EVERIST
WEST PARCEL
GRADING SUP**

COVER SHEET







Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Vacation Petition #A-2015-11 (15225)

GENERAL INFORMATION

Applicant:
Wil Anderson

Status of Applicant:
Representative
BHC Rhodes
901 North 8th Street
Kansas City, KS 66101

Requested Action:
Vacation of an alley

Date of Application:
September 25, 2015

Purpose:
Vacation of alley between lots 10 & 11, Block
1 of Rolling Mill Resurvey

Property Location:
1122-1138 Southwest Boulevard

Existing Zoning: M-2 General Industrial
District



Existing Surrounding Zoning: **North:** M-3 Heavy Industrial District
South: M-2 General Industrial District
East: M-2 General Industrial District
West: M-2 General Industrial District

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

Neighborhood Characteristics: The neighborhood is industrial in nature.

Total Tract Size: 0.44 acre

Master Plan Designation: The City-Wide Master Plan designates this property for Business Park use.

Major Street Plan: Southwest Boulevard is a designated Class B Thoroughfare.

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and December 3, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: Wil Anderson of BHC Rhodes is requesting to vacate a 16 foot wide alley between Lots 10 & 11, Block 1 of Rolling Mill Resurvey.

City Ordinance Requirements: Article XXI Sections 27-502 – 27-709 and K.S.A. 12-504 to 12-506 and 12-512b.

FACTORS TO BE CONSIDERED

- 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.***

This is not foreseen to be an issue.

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.***

This is not foreseen to be an issue.

7. ***Vacation will not create utility conflicts.***

Staff has not been informed of any conflicts.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Alley Vacation Application #A-2015-11, 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) Existing utilities shall be protected and maintained.
- 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 COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATIONS

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 #**A-2015-11** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Aerial photo
Zoning Map
Exhibit

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Vacation	Approval	

STAFF CONTACT: **Jamie Ferris** **jferris@wycokck.org**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**A 2015-11** 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 of the Kansas City, Kansas City Planning Commission:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**A-2015-11** 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15225 ALLEY VACATION APPLICATION #A-2015-11 – WIL ANDERSON WITH BHC RHODES - SYNOPSIS: Vacation of an alley at 1122 Southwest Boulevard

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. Wil Anderson, BHC Rhodes, 901 North 8th Street, Kansas City, Kansas, applicant, appeared in support of this application. He stated that he represents Rew Materials who owns all the land around it. No one uses the access to the alley.

No one appeared in opposition to this application.

Planning Director Richardson stated that the staff recommends approval.

On motion by Dr. Serda, seconded by Mr. Carson, the Planning Commission voted as follows to **recommend APPROVAL of Alley Vacation Application #A-2015-11:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0

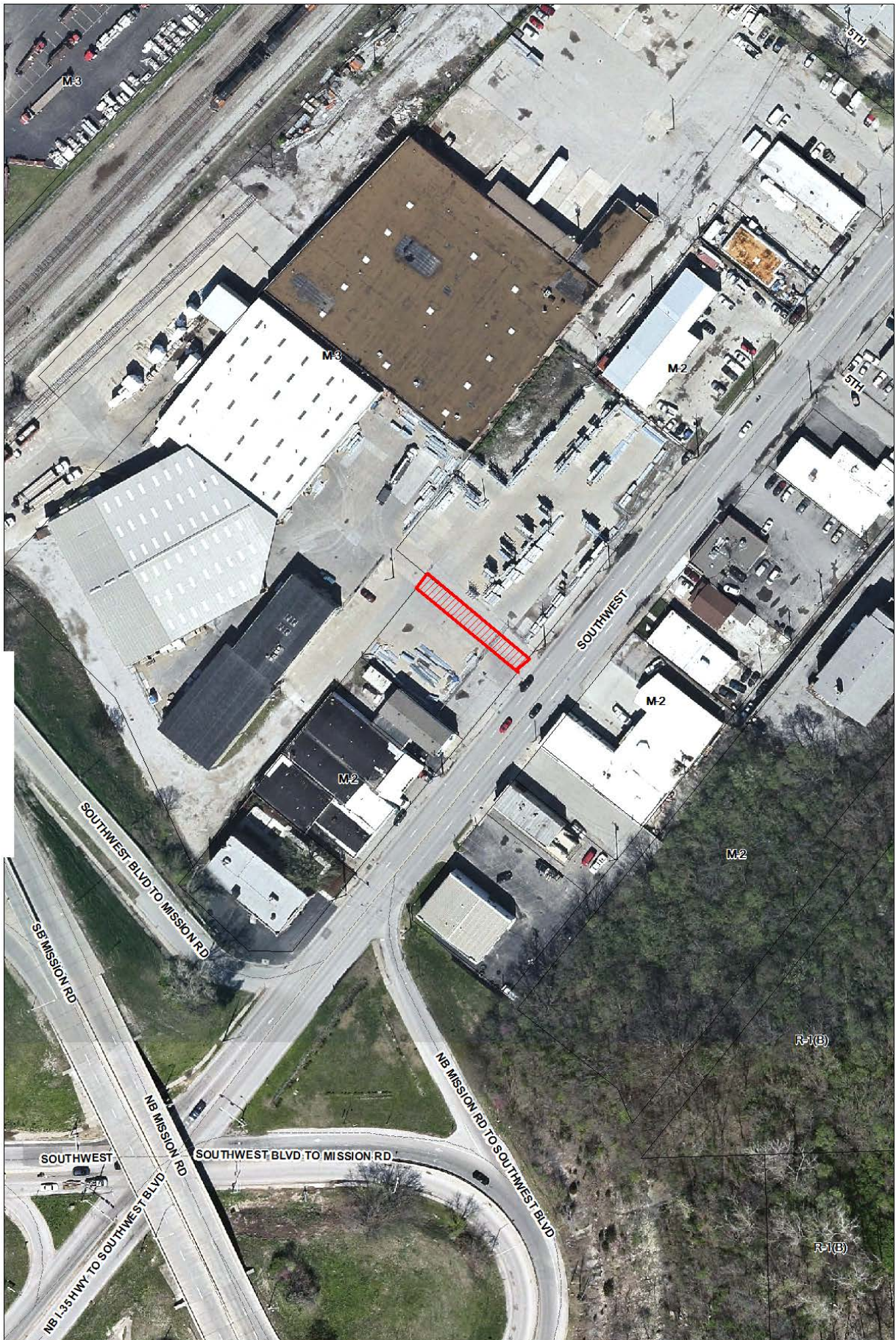
Subject to:

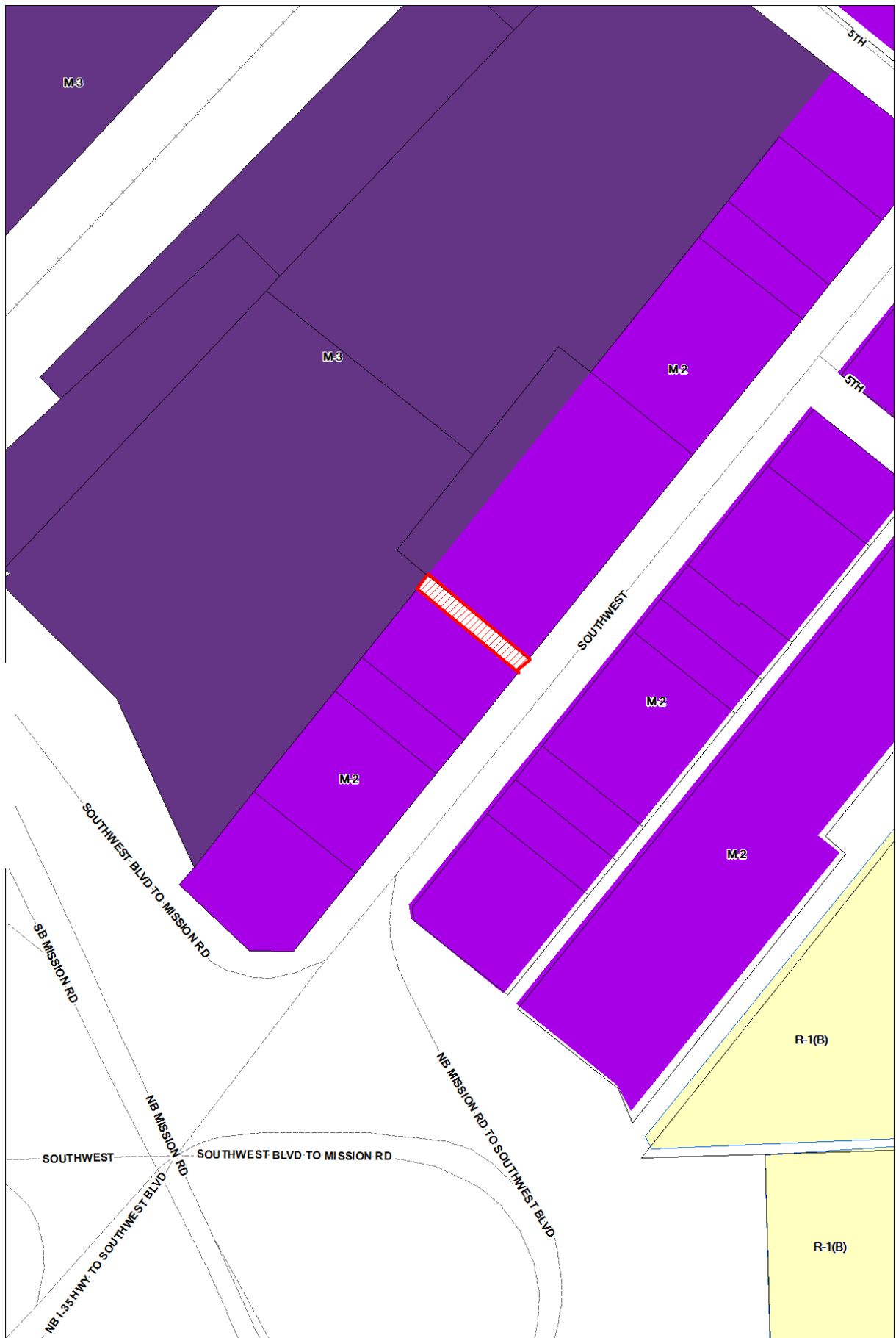
Urban Planning and Land Use Comments:

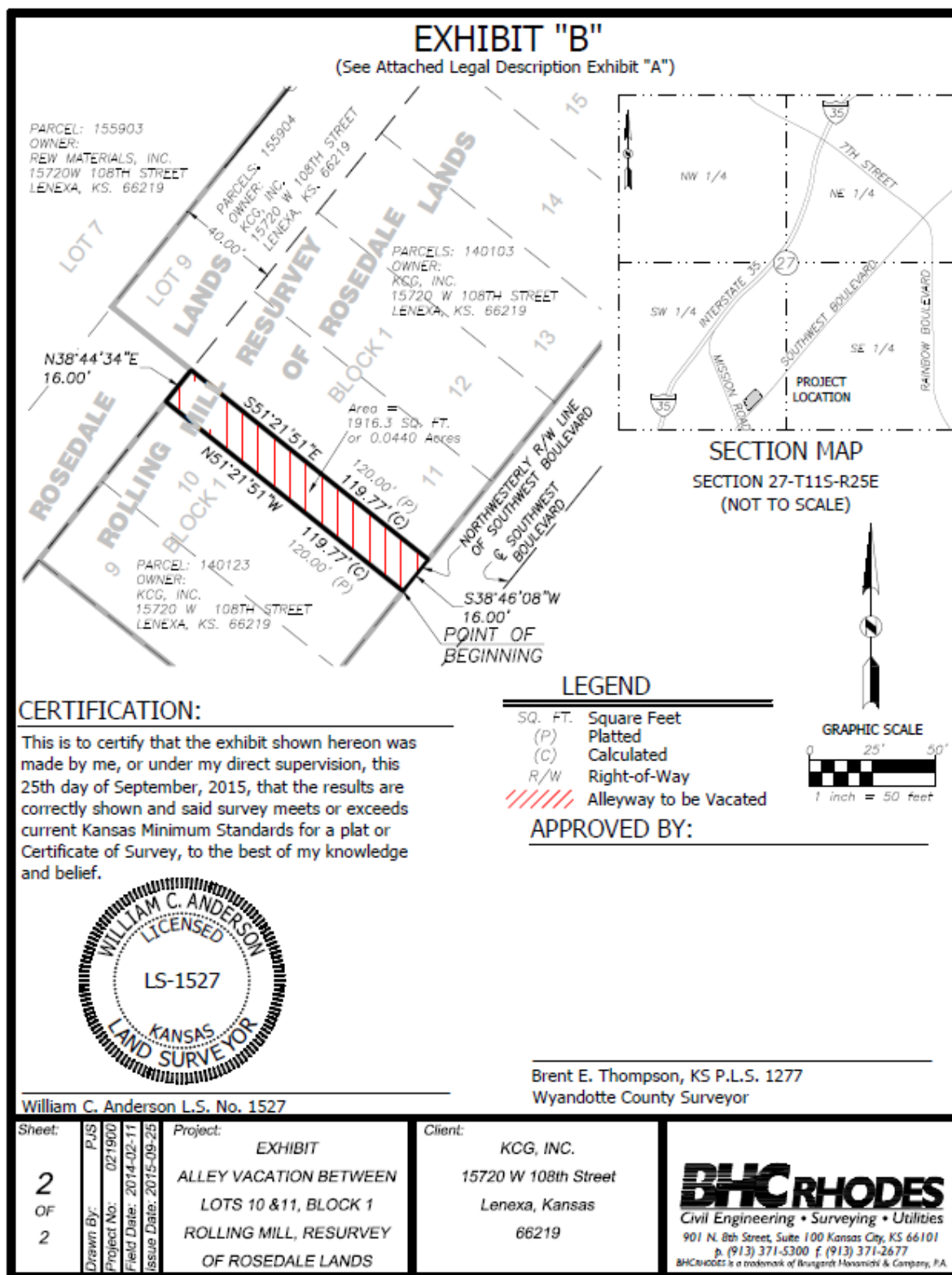
None

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) Existing utilities shall be protected and maintained.**
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
 - 1) None**









Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #PR-2015-20 (15227)

GENERAL INFORMATION

Applicant:
Khalid Banday

Status of Applicant:
Representative
KAM Design & Construction, Inc.
9000 East Bannister Road
Kansas City, MO 64134

Requested Action:
Approve Preliminary Plan Review

Date of Application:
June 26, 2015

Purpose:
To build a convenience store with
gas pumps and retail tenant space

Property Location:
7552 State Avenue

Existing Zoning:
CP-2 Planned General Business District



Surrounding Zoning: **North:** CP-2 Planned General Business District
 South: CP-1 Planned Limited Business District
 East: CP-2 Planned General Business District
 West: CP-2 Planned General Business District

Existing Uses: **North:** McDonald's parking lot
 South: Westgate Center Shopping Center (retail stores)
 East: McDonald's restaurant
 West: Price Chopper grocery store and Wyandotte Plaza

Total Tract Size: .84 acre

Master Plan Designation: The City-Wide Master Plan designates this property as Mixed-Use

Major Street Plan: The City-Wide Master Plan classifies State Avenue as a Class A Thoroughfare

Advertisement: Property Owner Letters – July 14, 2015, July 31, 2015, September 2, 2015, October 1, 2015 and December 3, 2015
 Wyandotte Echo – Not Required

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Khalid Banday with KAM Design & Construction, Inc. wants to build a 1,500 square foot retail store and a 3,500 square foot convenience store in conjunction with five (5) gas pumps at 7552 State Avenue.

City Ordinance Requirements: Article VIII Sections 27-340 – 27-765

FACTORS TO BE CONSIDERED

1. Neighborhood character.

This portion of State Avenue is exclusively commercial with a mixture of small retail centers, Westgate Center and Wyandotte Plaza and fast-food restaurants between 74th and 78th Streets.

2. 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.

This property has been vacant for at least two (2) years. The proposed use may cause internal stacking issues for vehicles exiting eastbound on State Avenue, having to cross two lanes of westbound traffic.

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

The proposed use conforms to the Master Plan.

4. *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*

To be designed to meet City Code

d. *Police*

Police service is provided by the West Patrol, District #222

e. *Fire*

Fire service is provided by Station #19 located at 80th and Minnesota Avenue

f. *Transit*

Kansas City ATA provides transit service along State Avenue, Route #101.

g. *Schools*

Kansas City, Kansas USD 500

5. *The capability of the proposed use to meet applicable ordinance and other requirements.*

The proposed use is capable of meeting applicable ordinance and other requirements.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 21, 2015. According to the applicant, no one who attended the meeting appeared in opposition.

KEY ISSUES

Commercial Design Guidelines

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of Plan Review Application #PR-2015-20, subject to:

Urban Planning and Land Use Comments:

General Planning:

1. It shall be noted that there are not enough parking spaces to accommodate a future restaurant on this property. The 23 parking spaces can only be used for general retail uses with a parking ratio of 4:1,000.
2. Please provide template of queueing vehicles in front of the five pumps.

The truck turning template poses a question. How will customers access the drive-through lane of the restaurant if the fueling truck is serving the fuel pumps? The truck blocks all access to the rear of the building.

Applicant Response: Please sheet C5 that shows fuel truck maneuvering with the property. We also took out the restaurant as well as the revised building size.

3. Based on the 1,250 square footage seating area and the remaining 920 square feet of floor area in the restaurant, 28 parking spaces are required. This does not include the 3,000 square foot convenience store, which requires 12 spaces.

The total parking count on site is 25 spaces. Based on the proposed uses and square footages, the parking requirement is 40 spaces. Either you will need to apply for a variance to have a reduction in parking or revise your proposal.

Applicant Response: The building will have only the retail space and the required number of spaces is 20 and we are providing until 23 spaces including two accessible spaces.

4. **Sec. 27-576(i) Drive-up and drive-through facilities, order stations, pick-up windows, bank teller windows, money machines, etc., shall be located on the side or rear of primary structures to minimize views from public streets. Drive-up and drive-through lanes should not be located between the front of the primary structure and the adjacent streets or sidewalks. Drive up facilities including drive lanes shall not be located within 150 feet of an existing residential structure; all means available should be taken to minimize the impact on adjacent residential structures.**

Applicant Response: The drive-thru is not within the project.

Building Architecture:

1. **Sec. 27-576(c)(1) - Commercial development should take into account the architectural design of all building elevations, 360 degrees. Quality design should be expressed on all elevations of a building.**

The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings.

2. **Sec. 27-576(c)(2) - In order to break up the monotonous appearance of long facades, a building wall no more than 45 feet in length should be divided into increments of not 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 (projects, recesses, niches);**
 - c. **Window bays;**
 - d. **Separate entrances and entry treatment; or**
 - e. **Variation in rooflines.**

There appears to be no building articulation in the building; there is a significant lack of depth. Faux windows or inset window displays can be added on the façade to promote products for sale, without being considered signage on the side and rear façades, which will aid in breaking up the building.

Please specify the exterior materials and color used in the building's construction.

The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings.

3. **Sec. 27-576(e)**
 - (1) **Building materials must be durable, economically maintained, and of a quality that will retain its appearance over time, including but not limited to: natural or synthetic stone, brick, stucco, integrally-colored, textured, or glazed concrete masonry units, high quality pre-**

stressed concrete systems, cementitious siding (hardy board), or glass. The director may approve other high-quality materials.

- a. Building design should avoid large expanses of highly reflective surfaces and mirror glass exterior walls.
- b. Highly tinted glass or glass tinted in unnatural colors should be avoided.

(2) Exterior building materials shall not include the following:

- a. Split shakes, rough sawn, or board and batten wood;
- b. Vinyl siding;
- c. Smooth-faced grey concrete block, painted or stained concrete block, tilt-up concrete panels;
- d. Field painted or prefinished corrugated metal siding;
- e. Standard single-tee or double-tee concrete systems; or
- f. EIFS at the ground level or comprising more than 15 percent of any facade.

4. Downspouts shall be internalized.

5. Masonry columns shall wrap the entire metal column underneath the gas canopy. Please provide gas canopy elevations.

Applicant Response: Please see the revised elevations that incorporate these requirements.

Landscaping and Screening:

1. Sec. 27-577(a)(5) - Landscaping shall exceed the typical code requirements by at least 75 percent.
 - a. The district requirement is one tree per 7,000 square feet of site area. The property is .789 acres, so 9 trees are required per code.
 - b. All deciduous trees shall be at least 2½" caliper when planted. All evergreens must be at least 6' in height when planted. All shrubs must be planted at a minimum of 5 gallons.
 - c. Landscaping shall be irrigated.
2. Sec. 27-577(b)(2) Landscape berms and/or continuous rows of shrubs are required to screen parking from adjacent developments or public streets. Shrubs used in this area must not exceed a maximum height of 30 inches at maturity. Please add note on landscape plan and revise as necessary.
3. Sec. 27-577(b)(3) In general, formal, stand-alone trees are encouraged to be planted in landscape zones along major streets and medians. These trees should be planted as follows:
 - a. One tree with a minimum caliper of two inches (ornamental) evergreen trees must be planted at least six feet tall (when planted) provided for every 30 feet of street easement or frontage.
 - b. Street trees should be planted no closer than 55 feet and no more than 65 feet apart. Groupings of ornamental trees and shrubs should be placed in between the street trees.

8 trees are required to be planted along the perimeter of the property to meet the street tree requirement. Please revise the landscape plan to space out the trees.

4. Sec. 27-577(d)(1) At least 75 percent of the length of building foundations facing public streets, the exterior of the development or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers.

Please revise the landscape plan.

5. Utility connections (including transformer boxes) shall be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building. All rooftop mechanical equipment shall be screened from public view on all sides by a parapet.

Please revise the screening details to revise the building elevation to show that a parapet will screening the mechanical units from public view. It is poor practice to show a false representation of the building elevations, when it is clear that the proposed HVAC unit screening will be taller than the parapet.

6. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.
7. All lighting shall have 90 degree cutoff fixtures. Any lighting that is physically mounted to the building shall be decorative and have 90 degree cutoffs, as not to cast light on adjacent properties and public right-of-way. Light shall not exceed one footcandle as measured from said property line. Wall pack lighting is not permitted.

Applicant Response: Please see the revised landscape plan that has taken care of all requirements of landscaping and screening needs.

Signage:

1. Sec. 27-727 states that in C-2, three (3) wall signs are permitted at seven (7) percent signable wall area or in lieu of one (1) wall sign, a detached sign can be constructed. In the case of the monument sign, the sign face may be 40 square feet, 8 feet in overall height and 5 feet setback from the property line.

It appears that the pylon sign (called monument sign on the site plan) located in the southeast corner of the property is less than 5 feet from the south property line. Please revise. If you are proposing a pylon sign, the regulations are 15 feet in overall height and must be at least 15 feet setback from the property line.

Applicant Response: The pylon sign has been relocated to adhere to the city requirements.

Staff Response: While the proposed sign is setback 15 feet from the property line along State Avenue, the sign is only setback 7 feet from the west property line, therefore the pylon sign needs to be removed. A monument sign can be erected in the same place as the pylon sign because a monument sign requires a 5 foot setback from all property lines.

2. The monument sign that is along State Avenue is in the right-of-way. Secondly, that is the second monument sign on the property. The zoning district permits one detached sign.

Applicant Response: The sign has been taken out of the project.

3. Staff stipulates that if this petition is approved, a monument sign is the only permitted detached sign on the property.

Applicant Response: Please see the note 2 reply

Staff Response: Again, staff stipulates that the only detached sign permitted on the property is a monument sign.

4. Banners are not allowed to be hung from the building or on the structure of the gas canopy. Attention attracting devices such as streamers, pennants, inflatables, and wind catchers are prohibited. The applicant is still eligible to use these devices for special events on a temporary basis by applying for a temporary banner permit through the Urban Planning and Land Use Department.

Applicant Response: We will comply with the city requirements.

5. Window graphics must be scenic pictures only and cannot take up more than 25% of the window area. No painted messages are allowed. All graphics must be at least 6 inches back from the glass of window.

Applicant Response: We will comply with the city requirements.

6. T-Mobile will comply with the sign ordinance requirements.

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:

The applicant has worked with staff to resolve planning and engineering issues. A little more architectural detail will need to be incorporated into the building elevations, specifically building articulation and material color during the final plan review process.

STAFF COMMENTS AND SUGGESTIONS

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 #PR-2015-20 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
Site Plan
Floor Plan
Landscape Plan
Roof Plan
Sign Details
Truck Turning Template
Building Elevations
Photographs of Family Dollar store

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	November 9, 2015	December 10, 2015
Preliminary Plan Approval		

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #PR-2015-20 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 #PR-2015-20, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15275 PLAN REVIEW APPLICATION #PR-2015-20 – KHALID BANDAY WITH KAM DESIGN AND CONSTRUCTION, INC. - SYNOPSIS: Preliminary Plan Review for a C-store at 7552 State Avenue

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Mr. Khalid Banday, KAM Design, applicant, appeared in support of this application. He stated that this property had a gas station with two (2) canopies and a c-store which they are going to demolish. They want to build a new c-store half on the grass area and half on the pavement. He stated that it will be a 5,000 square foot building with a four (4) canopy gas station.

No one appeared in opposition to this application.

Planning Director Richardson stated that he wishes to add another stipulation since this is going to be T-Mobile that they must comply with the City's sign ordinance since they do not do that at their other locations in the city.)

On motion by Mr. Carson, seconded by Mr. Wing, the Planning Commission voted as follows to **recommend APPROVAL of Plan Review Application #PR-2015-20:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

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

Urban Planning and Land Use Comments:

General Planning:

1. It shall be noted that there are not enough parking spaces to accommodate a future restaurant on this property. The 23 parking spaces can only be used for general retail uses with a parking ratio of 4:1,000.
2. Please provide template of queueing vehicles in front of the five pumps.

The truck turning template poses a question. How will customers access the drive-through lane of the restaurant if the fueling truck is serving the fuel pumps? The truck blocks all access to the rear of the building.

Applicant Response: Please sheet C5 that shows fuel truck maneuvering with the property. We also took out the restaurant as well as the revised building size.

3. Based on the 1,250 square footage seating area and the remaining 920 square feet of floor area in the restaurant, 28 parking spaces are required. This does not include the 3,000 square foot convenience store, which requires 12 spaces.

The total parking count on site is 25 spaces. Based on the proposed uses and square footages, the parking requirement is 40 spaces. Either you will need to apply for a variance to have a reduction in parking or revise your proposal.

Applicant Response: The building will have only the retail space and the required number of spaces is 20 and we are providing until 23 spaces including two accessible spaces.

4. Sec. 27-576(i) Drive-up and drive-through facilities, order stations, pick-up windows, bank teller windows, money machines, etc., shall be located on the side or rear of primary structures to minimize views from public streets. Drive-up and drive-through lanes should not be located between the front of the primary structure and the adjacent streets or sidewalks. Drive up

facilities including drive lanes shall not be located within 150 feet of an existing residential structure; all means available should be taken to minimize the impact on adjacent residential structures.

Applicant Response: The drive-thru is not within the project.

Building Architecture:

1. **Sec. 27-576(c)(1) - Commercial development should take into account the architectural design of all building elevations, 360 degrees. Quality design should be expressed on all elevations of a building.**

The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings.

2. **Sec. 27-576(c)(2) - In order to break up the monotonous appearance of long facades, a building wall no more than 45 feet in length should be divided into increments of not 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 (projects, recesses, niches);
 - c. Window bays;
 - d. Separate entrances and entry treatment; or
 - e. Variation in rooflines.

There appears to be no building articulation in the building; there is a significant lack of depth. Faux windows or inset window displays can be added on the façade to promote products for sale, without being considered signage on the side and rear façades, which will aid in breaking up the building.

Please specify the exterior materials and color used in the building's construction.

The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings.

3. **Sec. 27-576(e)**
 - (3) Building materials must be durable, economically maintained, and of a quality that will retain its appearance over time, including but not limited to: natural or synthetic stone, brick, stucco, integrally-colored, textured, or glazed concrete masonry units, high quality pre-stressed concrete systems, cementitious siding (hardy board), or glass. The director may approve other high-quality materials.
 - a. Building design should avoid large expanses of highly reflective surfaces and mirror glass exterior walls.
 - b. Highly tinted glass or glass tinted in unnatural colors should be avoided.

- (4) Exterior building materials shall not include the following:
- a. Split shakes, rough sawn, or board and batten wood;
 - b. Vinyl siding;
 - c. Smooth-faced grey concrete block, painted or stained concrete block, tilt-up concrete panels;
 - d. Field painted or prefinished corrugated metal siding;
 - e. Standard single-tee or double-tee concrete systems; or
 - f. EIFS at the ground level or comprising more than 15 percent of any facade.
4. Downspouts shall be internalized.
5. Masonry columns shall wrap the entire metal column underneath the gas canopy. Please provide gas canopy elevations.

Applicant Response: Please see the revised elevations that incorporate these requirements.

Landscaping and Screening:

1. Sec. 27-577(a)(5) - Landscaping shall exceed the typical code requirements by at least 75 percent.
 - a. The district requirement is one tree per 7,000 square feet of site area. The property is .789 acres, so 9 trees are required per code.
 - b. All deciduous trees shall be at least 2½" caliper when planted. All evergreens must be at least 6' in height when planted. All shrubs must be planted at a minimum of 5 gallons.
 - c. Landscaping shall be irrigated.
2. Sec. 27-577(b)(2) Landscape berms and/or continuous rows of shrubs are required to screen parking from adjacent developments or public streets. Shrubs used in this area must not exceed a maximum height of 30 inches at maturity. Please add note on landscape plan and revise as necessary.
3. Sec. 27-577(b)(3) In general, formal, stand-alone trees are encouraged to be planted in landscape zones along major streets and medians. These trees should be planted as follows:
 - a. One tree with a minimum caliper of two inches (ornamental) evergreen trees must be planted at least six feet tall (when planted) provided for every 30 feet of street easement or frontage.
 - b. Street trees should be planted no closer than 55 feet and no more than 65 feet apart. Groupings of ornamental trees and shrubs should be placed in between the street trees.

8 trees are required to be planted along the perimeter of the property to meet the street tree requirement. Please revise the landscape plan to space out the trees.

4. Sec. 27-577(d)(1) At least 75 percent of the length of building foundations facing public streets, the exterior of the development or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers.

Please revise the landscape plan.

5. Utility connections (including transformer boxes) shall be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building. All rooftop mechanical equipment shall be screened from public view on all sides by a parapet.

Please revise the screening details to revise the building elevation to show that a parapet will screening the mechanical units from public view. It is poor practice to show a false representation of the building elevations, when it is clear that the proposed HVAC unit screening will be taller than the parapet.

6. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.
7. All lighting shall have 90 degree cutoff fixtures. Any lighting that is physically mounted to the building shall be decorative and have 90 degree cutoffs, as not to cast light on adjacent properties and public right-of-way. Light shall not exceed one footcandle as measured from said property line. Wall pack lighting is not permitted.

Applicant Response: Please see the revised landscape plan that has taken care of all requirements of landscaping and screening needs.

Signage:

1. Sec. 27-727 states that in C-2, three (3) wall signs are permitted at seven (7) percent signable wall area or in lieu of one (1) wall sign, a detached sign can be constructed. In the case of the monument sign, the sign face may be 40 square feet, 8 feet in overall height and 5 feet setback from the property line.

It appears that the pylon sign (called monument sign on the site plan) located in the southeast corner of the property is less than 5 feet from the south property line. Please revise. If you are proposing a pylon sign, the regulations are 15 feet in overall height and must be at least 15 feet setback from the property line.

Applicant Response: The pylon sign has been relocated to adhere to the city requirements.

Staff Response: While the proposed sign is setback 15 feet from the property line along State Avenue, the sign is only setback 7 feet from the west property line, therefore the pylon sign needs to be removed. A monument sign can be erected in the same place as the pylon sign because a monument sign requires a 5 foot setback from all property lines.

2. The monument sign that is along State Avenue is in the right-of-way. Secondly, that is the second monument sign on the property. The zoning district permits one detached sign.

Applicant Response: The sign has been taken out of the project.

3. Staff stipulates that if this petition is approved, a monument sign is the only permitted detached sign on the property.

Applicant Response: Please see the note 2 reply

Staff Response: Again, staff stipulates that the only detached sign permitted on the property is a monument sign.

4. Banners are not allowed to be hung from the building or on the structure of the gas canopy. Attention attracting devices such as streamers, pennants, inflatables, and wind catchers are prohibited. The applicant is still eligible to use these devices for special events on a temporary basis by applying for a temporary banner permit through the Urban Planning and Land Use Department.

Applicant Response: We will comply with the city requirements.

5. Window graphics must be scenic pictures only and cannot take up more than 25% of the window area. No painted messages are allowed. All graphics must be at least 6 inches back from the glass of window.

Applicant Response: We will comply with the city requirements.

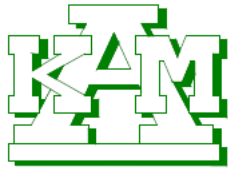
6. T-Mobile will comply with the sign ordinance requirements.

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:

The applicant has worked with staff to resolve planning and engineering issues. A little more architectural detail will need to be incorporated into the building elevations, specifically building articulation and material color during the final plan review process.



DESIGN & CONSTRUCTION, INC.
PLANNERS, ENGINEERS, DESIGNERS & CONSTRUCTION MANAGERS

October 04, 2015

Trey Maevers
Development Support Specialist
Unified Government of Wyandotte County
Kansas City, Kansas, 66102

Reference: Proposed new Development at 7552 State Ave Project

Dear Sir

Please find attached one set of plans and a CD that address the following concerns of all Departments.

PLANNING DEPARTMENT COMMENTS:

Urban Planning and Land Use Comments:

General Planning:

1. Please provide template of queuing vehicles in front of the five pumps. The truck turning template poses a question. How will customers access the drive-through lane of the restaurant if the fueling truck is serving the fuel pumps? The truck blocks all access to the rear of the building.

Please see sheet C5 that shows fuel truck maneuvering with the property, we also taken out the restaurant and as well as the revised size of the building.

2. Based on the 1,250 square footage seating area and the remaining 920 square feet of floor area in the restaurant, 28 parking spaces are required. This does not include the 3,000 square foot convenience store, which requires 12 spaces. The total parking count on site is 25 spaces. Based on the proposed uses and square footages, the parking requirement is 40 spaces. Either you will need to apply for a variance to have a reduction in parking or revise your proposal.

The building will have only the retail space and the required number of spaces is 20 and we are providing 23 spaces including two accessible parking spaces..

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3. Sec. 27-576(i) Drive-up and drive-through facilities, order stations, pick-up windows, bank teller windows, money machines, etc., shall be located on the side or rear of primary structures to minimize views from public streets. Drive-up and drive-through lanes should not be located between the front of the primary structure and the adjacent streets or sidewalks. Drive up facilities including drive lanes shall not be located within 150 feet of an existing residential structure; all means available should be taken to minimize the impact on adjacent residential structures.

The Drive-thru is not in the project please.

Building Architecture:

1. Sec. 27-576(c)(1) - Commercial development should take into account the architectural design of all building elevations, 360 degrees. Quality design should be expressed on all elevations of a building. The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings. Previous submissions by this applicant will not be accepted in this location.
2. Sec. 27-576(c)(2) - In order to break up the monotonous appearance of long facades, a building wall no more than 45 feet in length should be divided into increments of not 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;
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 - c. Window bays;
 - d. Separate entrances and entry treatment; or
 - e. Variation in roof lines.
3. There appears to be no building articulation in the building; there is a significant lack of depth. Faux windows or inset window displays can be added on the façade to promote products for sale, without being considered signage on the side and rear façades, which will aid in breaking up the building. Please specify the exterior materials and color used in the building's construction. The bar has been raised with commercial buildings. The pictures of the Family Dollar in the attachments are the level of detail we expect to see with smaller commercial buildings.
4. Sec. 27-576(e) (1) Building materials must be durable, economically maintained, and of a quality that will retain its appearance over time, including but not limited to: natural or synthetic stone, brick, stucco, integrallycolored, textured, or glazed concrete masonry units, high quality prestressed concrete systems, cementitious siding (hardy board), or glass. The director may approve other high-quality materials.
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 - b. Highly tinted glass or glass tinted in unnatural colors should be avoided. (2) Exterior building materials shall not include the

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- following: a. Split shakes, rough sawn, or board and batten wood;
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 - d. Field painted or prefinished corrugated metal siding;
 - e. Standard single-tee or double-tee concrete systems; or f. EIFS at the ground level or comprising more than 15 percent of any facade.
5. Downspouts shall be internalized. 5. Masonry columns shall wrap the entire metal column underneath the gas canopy. Please provide gas canopy elevations.

Please see the revised elevations that incorporate these requirements..

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2. Sec. 27-577(b)(2) Landscape berms and/or continuous rows of shrubs are required to screen parking from adjacent developments or public streets. Shrubs used in this area must not exceed a maximum height of 30 inches at maturity. Please add note on landscape plan and revise as necessary.
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 - b. Street trees should be planted no closer than 55 feet and no more than 65 feet apart. Groupings of ornamental trees and shrubs should be placed in between the street trees. Eight (8) trees are required to be planted along the perimeter of the property to meet the street tree requirement. Please revise the landscape plan to space out the trees.
4. Sec. 27-577(d)(1) At least 75 percent of the length of building foundations facing public streets, the exterior of the development or common spaces must be planted with ornamental plant material such as ornamental trees, flowering shrubs, perennials, and groundcovers. Please revise the landscape plan.
5. Utility connections (including transformer boxes) shall be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building. All rooftop mechanical equipment shall be screened from public view on all sides by a parapet.

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6. Please revise the screening details to revise the building elevation to show that a parapet will screen the mechanical units from public view. It is poor practice to show a false representation of the building elevations, when it is clear that the proposed HVAC unit screening will be taller than the parapet.
7. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.
8. All lighting shall have 90 degree cutoff fixtures. Any lighting that is physically mounted to the building shall be decorative and have 90 degree cutoffs, as not to cast light on adjacent properties and public right-of-way. Light shall not exceed one foot candle as measured from said property line. Wall pack lighting is not permitted.

Please see the revised Landscaping Plan that has taken care of all requirements of Landscaping and screening needs.

Signage:

1. Sec. 27-727 states that in C-2, three (3) wall signs are permitted at seven (7) percent signable wall area or in lieu of one (1) wall sign, a detached sign can be constructed. In the case of the monument sign, the sign face may be 40 square feet, 8 feet in overall height and 5 feet set back from the property line. It appears that the pylon sign (called monument sign on the site plan) located in the southeast corner of the property is less than 5 feet from the south property line. Please revise. If you are proposing a pylon sign, the regulations are 15 feet in overall height and must be at least 15 feet set back from the property line.

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This sign has been taken out of the project.

3. Staff stipulates that if this petition is approved, a monument sign is the only permitted detached sign on the property.

Please see the Note 2 reply.

4. Banners are not allowed to be hung from the building or on the structure of the gas canopy. Attention attracting devices such as streamers, pennants, inflatables, and wind catchers are prohibited. The applicant is still eligible to use these devices for special events on a temporary basis by applying for a temporary banner permit through the Urban Planning and Land Use Department.
5. Window graphics must be scenic pictures only and cannot take up more than

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25% of the window area. No painted messages are allowed. All graphics must be at least 6 inches back from the glass of window.

We will comply with City requirements.

Public Works Comments:

A) Items that require plan revision or additional documentation before engineering can recommend approval:

1) Provide a copy of the plat with the construction drawings and include in the Table of Contents

Please see the Survey Plat sheet attached.

2) Provide a sealed stormwater drainage report covering the site and proposed construction.

We are making some increase in the impervious areas that include the part of new building and drive through.

Existing impervious area on site	= 29,852 sft
Existing pervious area on site	= 8,798 sft
Impervious area after development	= 33,428 sft
Actual additional impervious area	= 3,576 sft (nearly 9.2% increase)

This increase falls within the 10%, therefore no storm drainage study is required.

3) Include a Stormwater quality report and provide stormwater quality computations and worksheets to show if stormwater quality BMPs are necessary.

Please see reply to comment 2.

4) Include hotspot information for fuel dispensing facility as part of the report and include drawings to describe measures taken to mitigate as described in Section B.2.4 in the MARC manual.

Please see Sheet C2 that shows the runoff collection system at fuel dispensing facility, it will be processed in a sedimentation manhole before releasing it to City sewer.

5) The entrance on the west side can only be 30' wide with 25' radius of return.

Please see the revised site plan that shows the west entrance as 30' wide.

6) Show an existing site survey sheet with offsite features extending 200' on all sides.

Please see the Survey sheet.

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7) Show nearby existing curb inlets and provide the UG node numbers.

Please see the revised Site plan that provides these details.

8) Only one monument sign will be allowed on site.

Revised plans to adhere to this condition.

9) Provide a grading sheet showing existing and proposed grade lines.

10) Match the existing curb cuts for the entrances.

Please see Grading Sheet C3..

11) Show the median and street in front of the property.

Please see the revised site plan.

Respectfully Submitted

Jerry Menefee
Project Manager

9000 E BANNISTER RD., SUITE 100, KANSAS CITY, MO 64134 PHONE: (816) 363-2333

MINUTES OF MEETING: 7552 State Ave., Kansas City, Kansas

Application Number: # PR-15405-00018 (Ref: PR-2015-21)

Date and Location: **JULY 21, 2015**
WYANDOTTE UNITED METHODIST CHURCH
7901 OAKLAND AVE, KANSAS CITY, KS 66112

Meeting called to order at: 6:30 P.M.

Names of people in attendance: WILLIAM WHILES & JUDITH WHILES

Introductions:

Firstly, the applicant Khalid Banday introduced himself and the Company KAM Design & Construction, Inc. Following the introduction the visual displays were explained. These included the plans for developing the above referenced site. The neighborhood was informed about the setback variances as is requested to the City and the information and importance of the site that demanded the setback variance for this project.

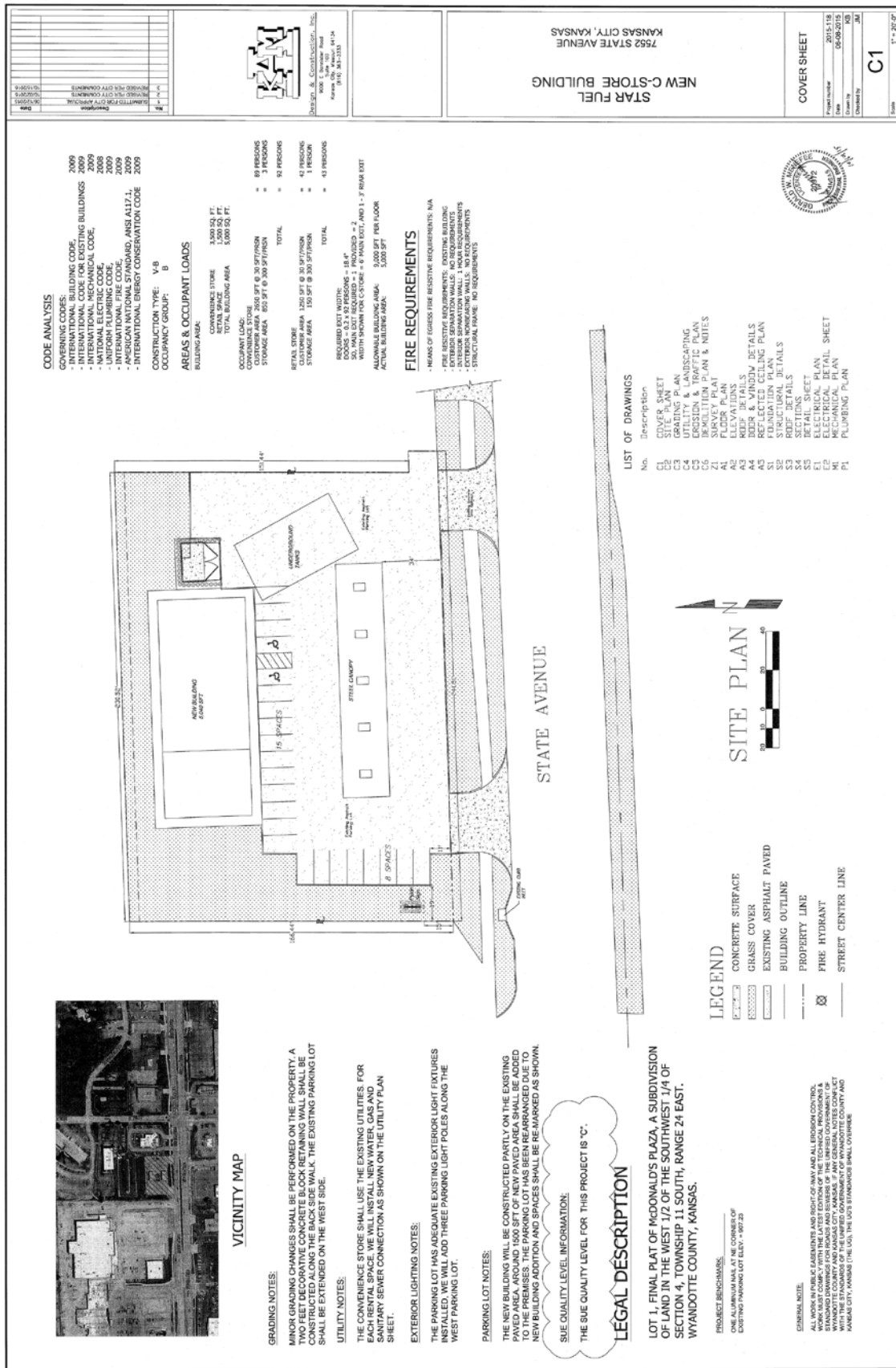
Questions and answers:

Mrs. and Mr. Whiles were the only attendee and both expressed pleasure and happiness about the redevelopment of this Gas Station. Judith asked a question

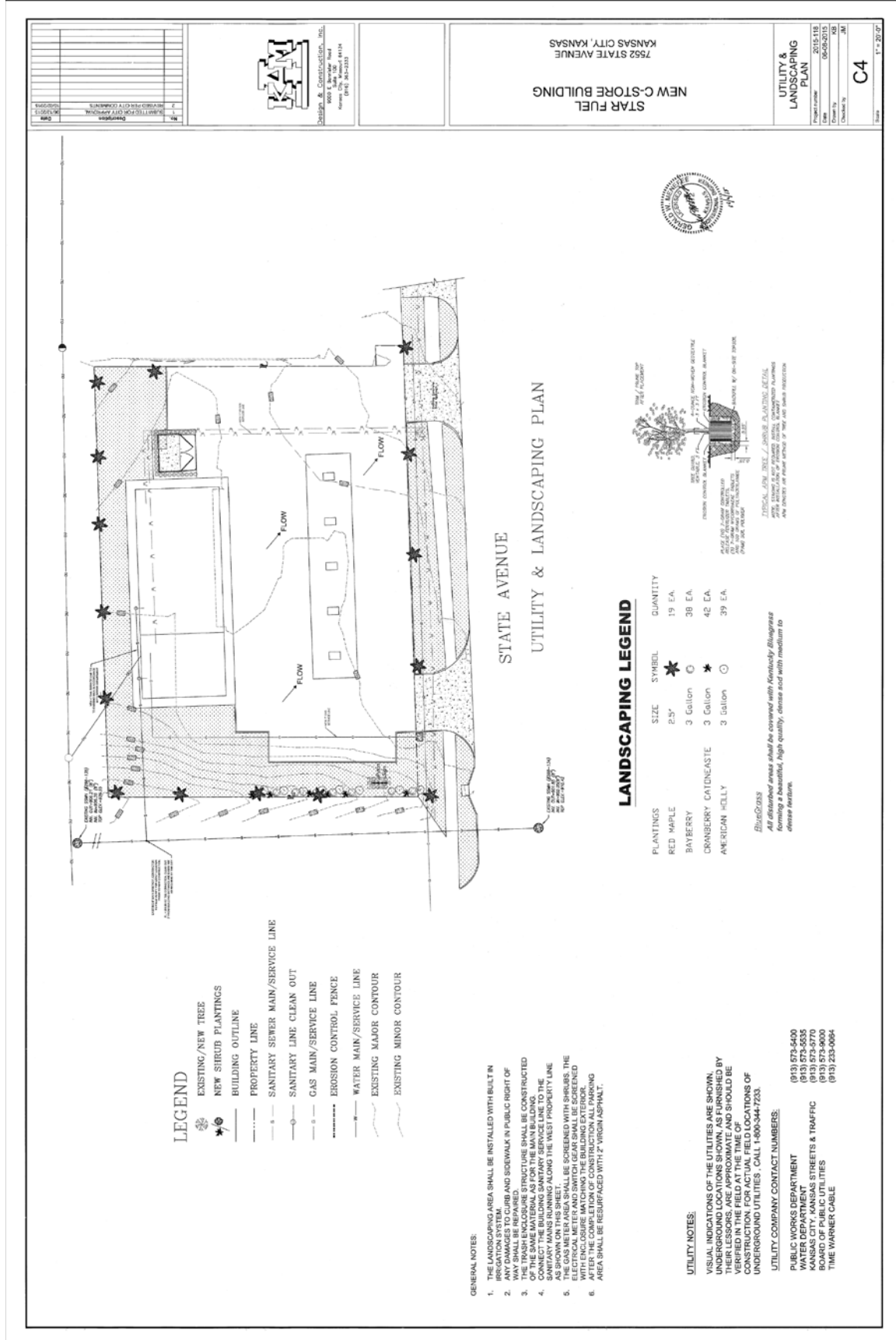
Question: What kind of Restaurant are the owners planning to have there?

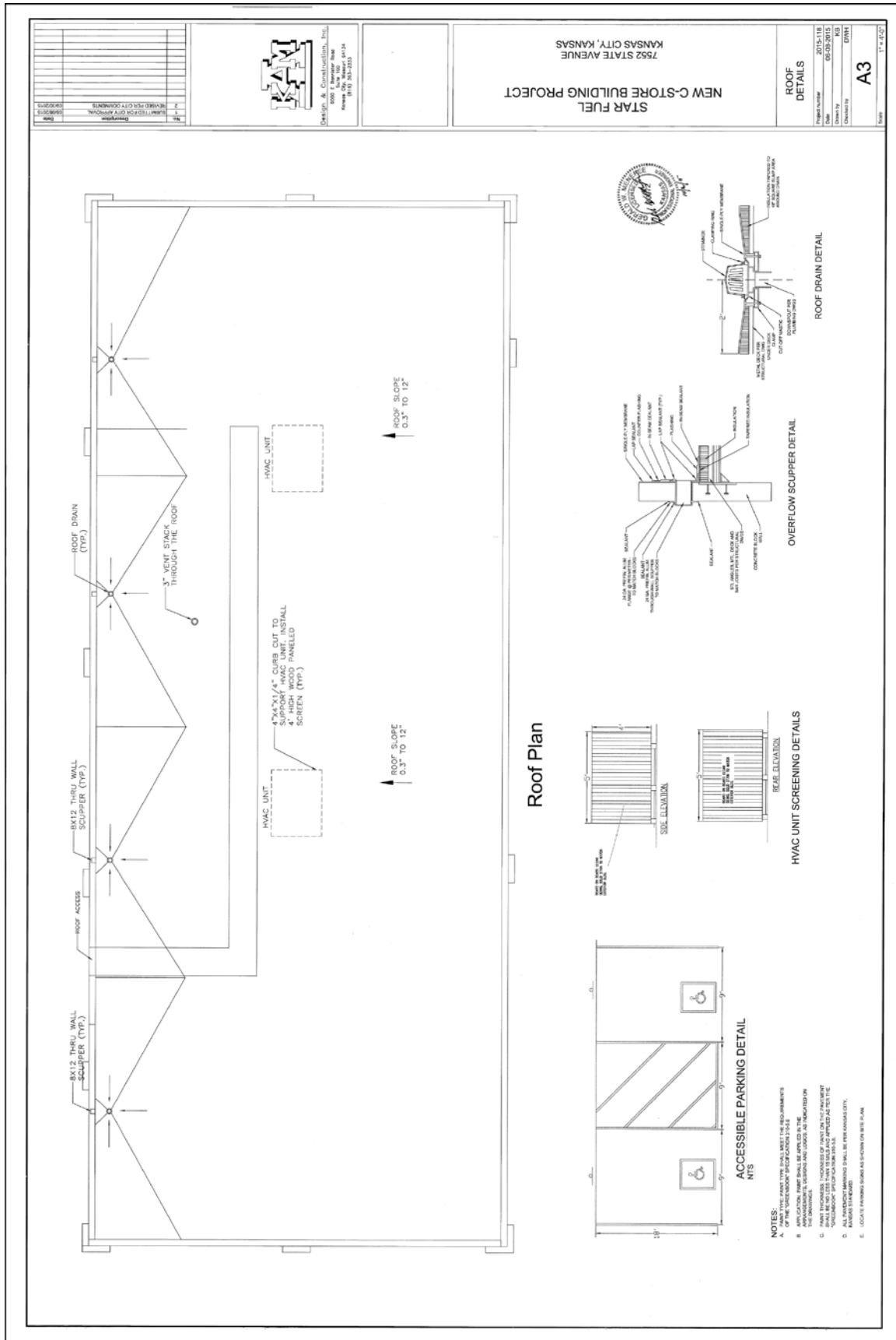
Answer: Khalid informed the neighbor currently the owner does not have any tenant but is trying to get some national chain restaurant.

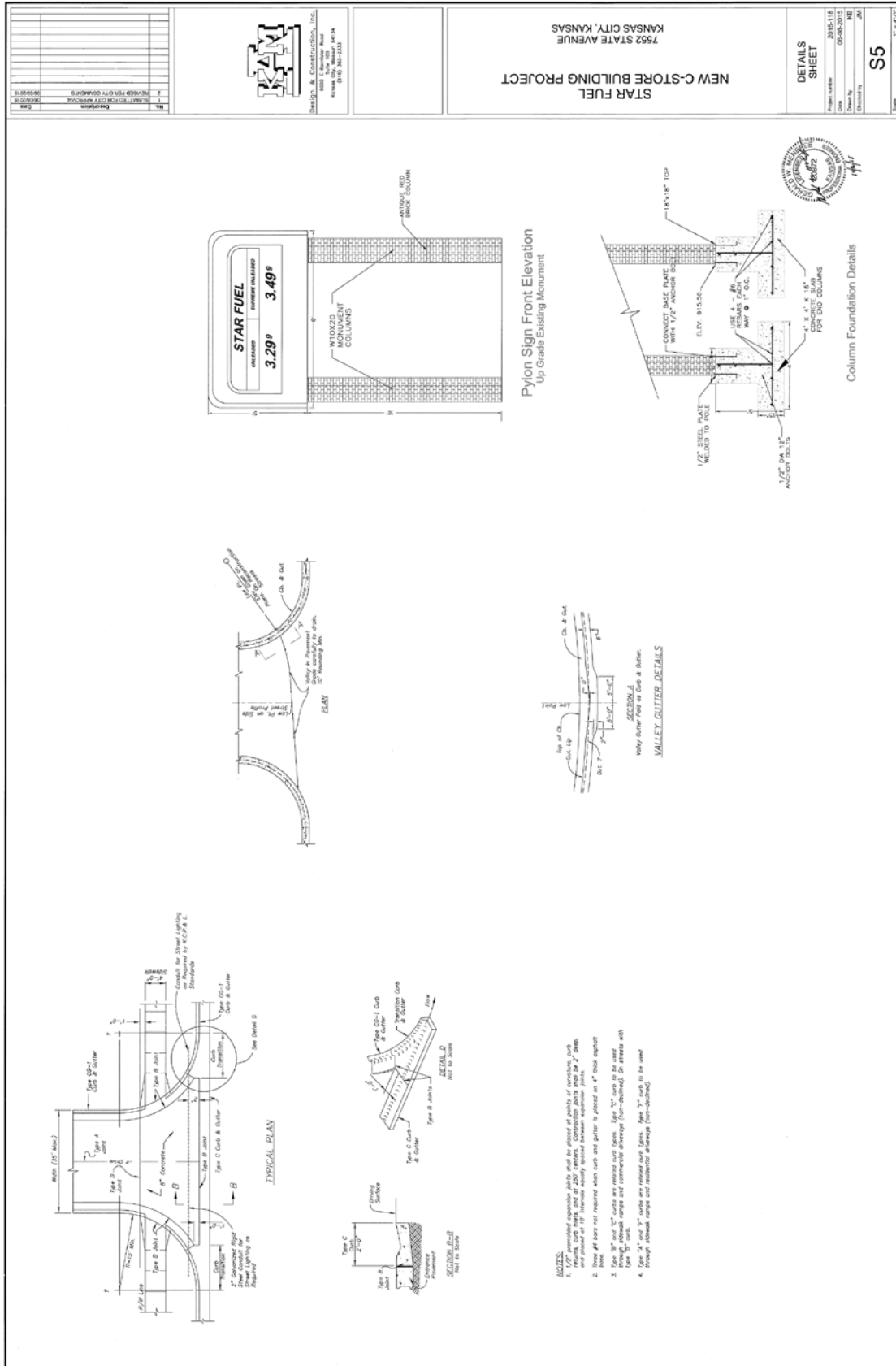
Meeting adjourned at: 6:50 P.M.
Minutes taken by: Russell Keane











STAR FUEL
NEW C-STORE BUILDING PROJECT
7552 STATE AVENUE
KANSAS CITY, KANSAS

DETAILS SHEET
Sheet Number: S5
Date: 06/25/2015
Drawn By: JED
Checked By: JED



REVISIONS
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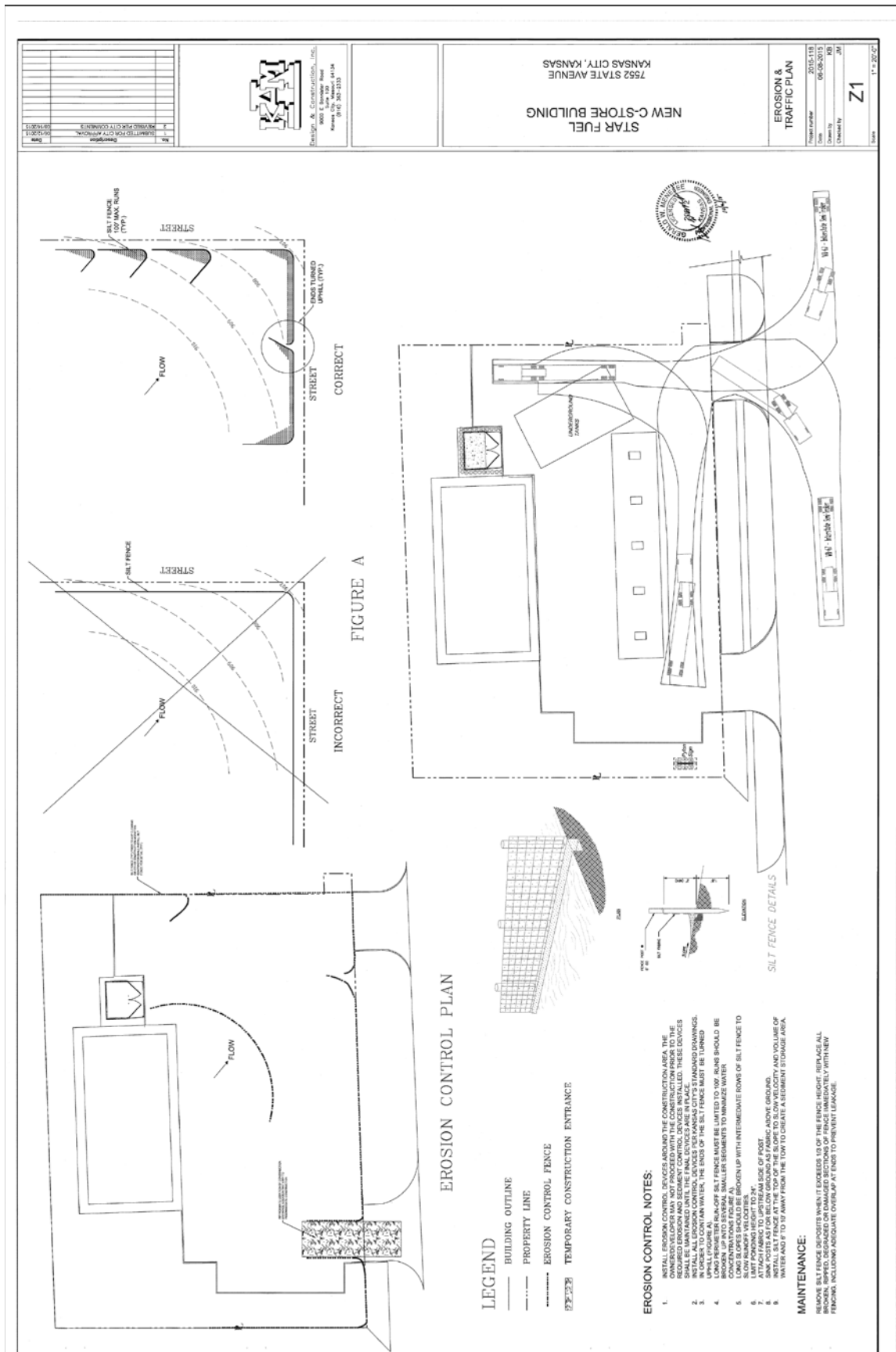






Figure 1. Photograph of Family Dollar at 712 Nebraska Avenue looking west (provided by staff).



Figure 2. Photograph of Family Dollar at 712 Nebraska Avenue looking southeast (provided by staff).

15228

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE amending the permitting process for farmers' markets; amending Sections **27-340, 27-593, 27-608, and 27-611 through 27-616** to Chapter 27, Article VIII, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

**BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF
WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:**

Section 1. That Chapter 27, Planning and Development, Article VIII, Section **27-340, 27-593, 27-608, and 27-611 through 27-616** of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, are hereby amended to read as follows:

Sec. 27-340. – Definitions.

Farmers' Market, means any common facility or area where fruits, vegetables, meats, other local farm or consumable products, etc., are sold directly to consumers by producers, growers, and sellers at more than one (1) stand operated by different persons.

Local Produce, means produce grown within 100 miles of the Kansas City, Kansas corporate limit.

Sec. 27-593. - Allowable special uses.

(a) The following uses may be permitted under special use permit in any zoning district except as specifically limited herein:

(31) Farmers' markets in the R through C-0 districts.

- a. Farmers' markets are allowed in A-G and C-1 through M-3 districts upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts.**

Sec. 27-608. - District AG.

In the AG district, accessory uses are as follows:

(4) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-611. - District C-0.

(a) In the C-0 district, accessory uses are as follows:

(10) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-612. - Districts C-1, C-D, C-2 and C-3.

In the C-1, C-D, C-2, and C-3 districts, accessory uses are as follows:

(8) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-613. - Districts M-1; M-2 and M-3.

In the M-1, M-2 and M-3 districts, accessory uses are as follows:

(9) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-614. - District TND.

In the TND district, accessory uses are as follows:

- (1) Those accessory uses permitted in district AG through districts C-1, C-D, C-2, and C-3 districts.
- (2) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.

~~Sec. 27-614. - Particular uses.~~

Sec. 27-615. - Particular uses.

~~Sec. 27-615. - Special use permits.~~

Sec. 27-616. - Special use permits.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2015.

Mark Holland, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to form:

Patrick Waters
Legal Department



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners

From: City Staff

Date: December 10, 2015

Re: **Proposed Ordinance Amendment Concerning Farmers' Markets (15228)**

GENERAL INFORMATION

This is a request of staff from the Board of Commissioners to prepare and process ordinance amendments regarding farmers' markets. This request is in line with the Unified Government's initiative to improve health across the County through Healthy Communities Wyandotte. Community stakeholders have identified the current special use permit process for farmers' markets as a barrier to the access to local, healthy food.

This report outlines the following proposed ordinance amendments:

- Provide a definition for farmers' markets
- Amend the allowable special uses to include farmers' markets
- Amend the accessory uses section of the code to allow farmers' markets in the following districts and their planned equivalent counterparts: AG, C-0, C-1, C-D, C-2, C-3, M-1, M-2, M-3, and TND

In conjunction with the above ordinance amendments, it is staff's recommendation to also adjust special use permit application requirements for farmers' markets outside of the above mentioned zoning districts. An additional category for "farmers' markets" under miscellaneous special use permits with a fee of \$75.00 would supplement the stated purpose.

Purpose: To decrease regulatory barriers to local, healthy food access particularly concerning farmers' markets

Advertisement: September 17, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Staff proposes the following ordinance modifications to achieve the goals of the community:

Sec. 27-340. – Definitions.

Farmers' Market, means any common facility or area where fruits, vegetables, meats, other local farm or consumable products, etc., are sold directly to consumers by producers, growers, and sellers at more than one (1) stand operated by different persons.

Local Produce, means produce grown within 100 miles of the Kansas City, Kansas corporate limit.

Sec. 27-593. - Allowable special uses.

(a) The following uses may be permitted under special use permit in any zoning district except as specifically limited herein:

(31) Farmers' markets in the R through C-0 districts.

- a. **Farmers' markets are allowed in A-G and C-1 through M-3 districts upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts.**

Sec. 27-608. - District AG.

In the AG district, accessory uses are as follows:

(4) Farmers' markets

- a. **Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.**

Sec. 27-611. - District C-0.

(a) In the C-0 district, accessory uses are as follows:

(10) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-612. - Districts C-1, C-D, C-2 and C-3.

In the C-1, C-D, C-2, and C-3 districts, accessory uses are as follows:

(8) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-613. - Districts M-1; M-2 and M-3.

In the M-1, M-2 and M-3 districts, accessory uses are as follows:

(9) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-614. - District TND.

In the TND district, accessory uses are as follows:

- (1) Those accessory uses permitted in district AG through districts C-1, C-D, C-2, and C-3 districts.
- (2) Farmers' markets
- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.

~~Sec. 27-614. -- Particular uses.~~

Sec. 27-615. - Particular uses.

~~Sec. 27-615. -- Special use permits.~~

Sec. 27-616. - Special use permits.

The Planning Commission voted 6 to 0 to recommend **approval** of this ordinance amendment.

Staff concurs with the recommendation of the City Planning Commission.

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
	Approval	

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** this ordinance amendment 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** this ordinance amendment, 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.

15228 ORDINANCE AMENDMENT - SYNOPSIS: Certain amendments to Section 27-340, Section 27-593(a), Section 27-608(4), Section 27-612(8), Section 27-613(9), Section 27-614, Section 27-615, and Section 27-616, Planning and Development of Kansas City, Kansas Code of Ordinances, generally concerning the definition of farmers' markets and special use permit requirements for zoning districts AG, C-1, C-D.

C-2, C-3, M-1, M-2, M-3, and TND.

Planning Director Richardson stated that over the last few years there have been several farmers' markets that have come before the Commission. It is an expensive process as the filing fee is \$350 every two (2) years for these not-for-profit groups. There has not been a lot of concern over these markets. The staff has drafted a new ordinance that basically would allow them to do an annual agreement with the city to make sure that they meet all the basic requirements and allow a special use permit by annual agreement (done administratively) instead of a regular special use permit. That is only if they are a local farmer's market (growing their food within 100 miles). It will reduce the Commission's workload and make the process easier for the public. He further stated that the Commission has been given a draft of the application.

No one appeared concerning this ordinance amendment.

On motion by Mr. Ernst, seconded by Dr. Serda, the Planning Commission voted as follows to **recommend APPROVAL of this ordinance amendment:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0



Urban Planning and Land Use

701 North 7th Street, Room 423 • Kansas City, Kansas 66101

P (913)-573-5750 • E planninginfo@wycokck.org • F (913)-573-5796

Farmers' Markets Annual Agreement

Thank you for your interest in participating in a farmers' market in Wyandotte County and Kansas City, Kansas. Please submit this agreement once a year if the proposed farmers' market is in one of the following zoning districts: A-G, 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 7th Street, Room 423
Kansas City, Kansas 66101

A complete agreement consists of the following items:

- ☐ Signed and completed agreement packet
- ☐ Signed and notarized affidavit of property owner consent
- ☐ Site plan showing vendor and parking configurations

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

Farmers' Market Name _____

Host Organization _____

Market Calendar Year _____

Local Contact (*Required*) _____

Must be present during event

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Must be available by phone during event

Property Information

Address _____

City _____ State _____ Zip _____

Market Information

Days of Operation _____

Hours of Operation _____

Frequency of Operation (Monthly, Weekly, Etc.) _____

Number of Event Volunteers and Staff _____

Anticipated Number of Vendors _____

Details of Vendors (Check all that apply)

- | | | | |
|--|--------------------------------|---|---|
| ☐ Fruits / Vegetables | ☐ Herbs | ☐ Dairy | ☐ Meat |
| ☐ Baked Goods | ☐ Eggs | ☐ Nursery Products | ☐ Prepared Foods |

It is your responsibility to ensure proper and up-to-date licenses and permits required for the operation of the farmers' market are in place. These may include food manufacturer's licenses, nursery permits, organic certifications, dairy permits, mobile food licenses, sales tax permits, scale certifications, food manager's certifications, and any other required licenses or permits.

Selling food that is grown and sold within the State of Kansas does not require a Unified Government business license. Selling food that is lightly manufactured or grown outside of the State of Kansas does require a Unified Government business license. 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.

Site Plan and Parking Map

Attach a site plan showing the location of trailers or vendor tents and vehicle parking. Include the names of all streets or areas that are part of the venue. Provide written details below.

Signage

A Special Event Display sign permit is required for any farmers' markets' signs. Please apply with the Unified Government Urban Planning and Land Use Department.

Portable signs and banner signs may be erected on the property provided that such signs shall be displayed for a period not to exceed seven calendar days within any six-month period. Banner signs of up to 50 square feet may be displayed for farmers' markets.

In no case shall any sign be placed within a regulatory sight triangle, twenty-five (25) feet of the edge of pavement, or any clear zone, as defined by the American Association of State Highway and Transportation Officials.

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 farmers' markets. 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 _____

Printed Name _____ Date _____

Office Use Only

Date of Approval _____

Reviewed By _____

Printed Name _____

Stipulations of Approval

Unified Government Farmers' Markets Annual Agreement
Affidavit of Property Owner Consent

STATE OF _____)
COUNTY OF _____) SS:

Comes now _____, of lawful age, sound mind and upon
(PROPERTY OWNER)

his/her oath states as follows:

1. That I am the property owner of

(ADDRESS)

(PARCEL NUMBER)

in Kansas City, Kansas.

2. That I have reviewed the application for

(FARMERS' MARKET)

to hold a farmers' market on my property.

3. That after discussing the matter and fully reviewing the agreement, I authorize that
agreement to be filed.

Further affiant saith not.

Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this _____ day of _____,
20 _____.

Notary Public

My commission expires _____ of _____, 20 _____.



Urban Planning and Land Use

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To: Unified Government Board of Commissioners

From: City Staff

Date: December 10, 2015

Re: **Proposed Ordinance Amendment food trucks and mobile food vending (15229)**

GENERAL INFORMATION

This is a request of staff from the Board of Commissioners to prepare and process the following:

- Ordinance amendment to remove the Special Use Permit requirement for food trucks and mobile food vending
- New definition for “food truck”
- New definition for “mobile food vending”

Purpose: To better regulate food trucks and mobile food vendors

Advertisement: September 17, 2015 and October 1, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL: Staff proposes the following ordinance modifications to achieve the goals of the community to make operating a small business in Kansas City, Kansas more easily navigable.

Sec. 27-340. – Definitions.

Food Truck, means a truck or large vehicle equipped with facilities for cooking and selling food.

Mobile Food Vending, means the selling of food produced in a commercial kitchen and sold out of a truck, large vehicle, or mobile unit.

Sec. 27-612. – Districts C-0, C-1, C-2, and C-3

In the C-0, C-1, C-D, C-2, and C-3 districts, accessory uses are as follows:

(9) Food Truck and Mobile Vending

- a. **Food Trucks and Mobile Food Vendors are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks or Mobile Food Vendors that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:**
 1. **The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.**
 2. **There is sufficient stacking area for pedestrians to wait on a sidewalk.**
 3. **Vendor does not install any permanent improvement on the sidewalk.**
 4. **Vehicle is not parked in a no-parking zone**
 5. **Does not occupy parking required for other businesses.**
 6. **If in a metered spot, meter is paid.**
 7. **Proper trash receptacles are available and utilized.**
 8. **Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.**

Sec. 27-613. - Districts M-1; M-2 and M-3.

In the M-1, M-2 and M-3 districts, accessory uses are as follows:

(10) Food Truck and Mobile Vending

- a. Food Trucks are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:
 1. The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.
 2. There is sufficient stacking area for pedestrians to wait on a sidewalk.
 3. Vendor does not install any permanent improvement on the sidewalk.
 4. Vehicle is not parked in a no-parking zone
 5. Does not occupy parking required for other businesses.
 6. If in a metered spot, meter is paid.
 7. Proper trash receptacles are available and utilized.
 8. Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.

Sec. 27-614. - District TND.

In the TND district, accessory uses are as follows:

- (1) Those accessory uses permitted in district AG through districts C-1, C-D, C-2, and C-3 districts.

(3) Food Truck and Mobile Vending

- a. Food Trucks are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:
 1. The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.
 2. There is sufficient stacking area for pedestrians to wait on a sidewalk.

3. Vendor does not install any permanent improvement on the sidewalk.
4. Vehicle is not parked in a no-parking zone
5. Does not occupy parking required for other businesses.
6. If in a metered spot, meter is paid.
7. Proper trash receptacles are available and utilized.
8. Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.

PLANNING COMMISSIN RECOMMENDATION

The Planning Commission voted 6 to 0 to recommend **approval** of this ordinance amendment.

STAFF COMMENTS AND SUGGESTIONS

Staff concurs with the recommendation of the City Planning Commission.

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
	Approval	

STAFF CONTACT: **Jamie Ferris** jferris@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** this ordinance amendment 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** this ordinance amendment, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15229 ORDINANCE AMENDMENT - SYNOPSIS: A new provision to Section 27-612 Planning and Development of Kansas City, Kansas Code of Ordinances, to amend where food trucks and mobile food vendors may operate without a Special Use Permit

Planning Director Richardson stated that typically food trucks are required to have a special use permit to operate. The only issue that he sees with food trucks is if you get someone else that sells Mexican food for instance and parks at 7th and Southwest Boulevard in front of Taqueria Mexico as that could be a problem. However, there has not been a lot of that in the metropolitan area and Kansas City, Missouri has done a lot with this. The research that Planner Ferris did on this indicated that food trucks generally increase the revenue of restaurants around them. The staff has proposed that the food trucks not be required to have a special use permit. The staff has also included the draft application (which would not be part of the ordinance). Food trucks would be allowed in commercial and industrial districts and Traditional Neighborhood Design Districts under certain conditions: not blocking a sidewalk, occupying parking spots, if they are in a metered spot, they have to pay, and they do not go past 9:00 p.m. except on Friday or Saturday. There are basic stipulations that would allow more food truck vendors and allow the city to be more food truck friendly. University of Kansas Hospital at 39th and State Line is building a new hospital building there and the Rosedale plan recommends that they should build up to the street to be more like 39 Rainbow and they could have had some retail under it. That would have brought retail down 39th Street and drawn the Kansas City, Missouri traffic our way. Their architect did not agree so they built back from the street. He has talked to them about invigorating that corner by maybe putting food trucks there. They have agreed to work with the city to see if that will work without too much modification to their plan. It would be an amenity to the hospital. He is working with the hospital on this idea. There is no buffer here. They could not go park in The Legends parking lot without their approval and there is no parking on Village West Parkway or Parallel Parkway. There are places where this will not work. It would be the same at Wyandotte Plaza, etc. without approval. There is no a buffer in this ordinance right now and the Commission may want to review this ordinance a little more.

No one appeared concerning this ordinance amendment.

Chairman Huey asked if Planner Ferris found that there were buffers built into these ordinances when she did her research. Planner Ferris stated that in some cities there are buffers so it runs the gambit on how they are approached. She is not sure that the ones that have included buffers have seen much of a difference for the restaurants. Studies show that when you have this type of action on the streets it brings people in and the restaurants do better because the people that do not want to wait at the food truck will go to the restaurant and vice versa. She stated that she thinks that it can go either way.

Planning Commissioner DeWitt asked how the Health Department maintains inspections of these food trucks without a permitting process. Planning Director Richardson stated there is a code now that they have to comply with; the zoning code does not address how they get covered for health inspections as that is under another code.

On motion by Dr. Serda, seconded by Mr. Wing, the Planning Commission voted as follows to **recommend APPROVAL of this ordinance amendment:**

Carson	Aye
Connelly	Aye
DeWitt	Aye
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman
Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 6 to 0



Urban Planning and Land Use

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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 7th Street, Room 423
Kansas City, Kansas 66101

A complete agreement consists of the following items:

- ☐ Signed and completed agreement packet
- ☐ Documentation from Wyandotte County Health Department
- ☐ 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 _____

KCK Business License
Number _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Vending Information

Days of Operation _____

Hours of Operation _____

Frequency of Operation (Monthly, Weekly, Etc.) _____

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.

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 _____

Printed Name _____ Date _____

Office Use Only

Date of Approval _____

Reviewed By _____

Printed Name _____

Stipulations of Approval

15228

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE amending the permitting process for farmers' markets; amending Sections **27-340, 27-593, 27-608, and 27-611 through 27-616** to Chapter 27, Article VIII, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

**BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF
WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:**

Section 1. That Chapter 27, Planning and Development, Article VIII, Section **27-340, 27-593, 27-608, and 27-611 through 27-616** of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, are hereby amended to read as follows:

Sec. 27-340. – Definitions.

Farmers' Market, means any common facility or area where fruits, vegetables, meats, other local farm or consumable products, etc., are sold directly to consumers by producers, growers, and sellers at more than one (1) stand operated by different persons.

Local Produce, means produce grown within 100 miles of the Kansas City, Kansas corporate limit.

Sec. 27-593. - Allowable special uses.

(a) The following uses may be permitted under special use permit in any zoning district except as specifically limited herein:

(31) Farmers' markets in the R through C-0 districts.

- a. Farmers' markets are allowed in A-G and C-1 through M-3 districts upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts.**

Sec. 27-608. - District AG.

In the AG district, accessory uses are as follows:

(4) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-611. - District C-0.

(a) In the C-0 district, accessory uses are as follows:

(10) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-612. - Districts C-1, C-D, C-2 and C-3.

In the C-1, C-D, C-2, and C-3 districts, accessory uses are as follows:

(8) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-613. - Districts M-1; M-2 and M-3.

In the M-1, M-2 and M-3 districts, accessory uses are as follows:

(9) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in these districts. Farmers' markets that take place outside of the following zoning districts require a special use permit.

Sec. 27-614. - District TND.

In the TND district, accessory uses are as follows:

- (1) Those accessory uses permitted in district AG through districts C-1, C-D, C-2, and C-3 districts.
- (2) Farmers' markets

- a. Farmers' markets are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Farmers' markets that take place outside of the following zoning districts require a special use permit.

~~Sec. 27-614. - Particular uses.~~

Sec. 27-615. - Particular uses.

~~Sec. 27-615. - Special use permits.~~

Sec. 27-616. - Special use permits.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2015.

Mark Holland, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to form:

Patrick Waters
Legal Department

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE amending the permitting process for food trucks and mobile food vending; amending Sections **27-340 and 27-612 through 27-614** to Chapter 27, Article VIII, of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

**BE IT ORDAINED BY THE UNIFIED GOVERNMENT COMMISSION OF
WYANDOTTE/COUNTY/KANSAS CITY, KANSAS:**

Section 1. That Chapter 27, Planning and Development, Article VIII, Sections **27-340 and 27-612 through 27-614** of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, are hereby amended to read as follows:

Sec. 27-340. – Definitions.

Food Truck, means a truck or large vehicle equipped with facilities for cooking and selling food.

Mobile Food Vending, means the selling of food produced in a commercial kitchen and sold out of a truck, large vehicle, or mobile unit.

Sec. 27-612. – Districts C-0, C-1, C-2, and C-3

In the C-0, C-1, C-D, C-2, and C-3 districts, accessory uses are as follows:

(9) Food Truck and Mobile Vending

- a. **Food Trucks and Mobile Food Vendors are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks or Mobile Food Vendors that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:**

1. The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.
2. There is sufficient stacking area for pedestrians to wait on a sidewalk.
3. Vendor does not install any permanent improvement on the sidewalk.
4. Vehicle is not parked in a no-parking zone
5. Does not occupy parking required for other businesses.
6. If in a metered spot, meter is paid.
7. Proper trash receptacles are available and utilized.
8. Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.

Sec. 27-613. - Districts M-1; M-2 and M-3.

In the M-1, M-2 and M-3 districts, accessory uses are as follows:

(10) Food Truck and Mobile Vending

- a. Food Trucks are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:
 1. The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.
 2. There is sufficient stacking area for pedestrians to wait on a sidewalk.
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 6. If in a metered spot, meter is paid.
 7. Proper trash receptacles are available and utilized.
 8. Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.

Sec. 27-614. - District TND.

In the TND district, accessory uses are as follows:

- (1) Those accessory uses permitted in district AG through districts C-1, C-D, C-2, and C-3 districts.

(3) Food Truck and Mobile Vending

- a. **Food Trucks are allowed upon submitting an annual agreement with the Department of Urban Planning and Land Use in this district. Food Trucks that operate outside of the following zoning districts require a special use permit. All vending vehicles must comply with the following stipulations:**
- 1. The sales or vending area does not block an interior sidewalk and sidewalk remains ADA compliant.**
 - 2. There is sufficient stacking area for pedestrians to wait on a sidewalk.**
 - 3. Vendor does not install any permanent improvement on the sidewalk.**
 - 4. Vehicle is not parked in a no-parking zone**
 - 5. Does not occupy parking required for other businesses.**
 - 6. If in a metered spot, meter is paid.**
 - 7. Proper trash receptacles are available and utilized.**
 - 8. Hours of operation do not exceed 9 P.M. Sunday through Thursday and 11 P.M. Friday through Sunday.**

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS,
THIS _____ DAY OF _____, 2015.

Mark Holland, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to form:

Patrick Waters
Legal Department



Urban Planning and Land Use

701 North 7th Street, Room 423
Kansas City, Kansas 66101
Email: planninginfo@wycokck.org

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

To: Unified Government Board of Commissioners
From: City Staff
Date: December 10, 2015
Re: Petition #SP-2015-69 (15223)

GENERAL INFORMATION

Applicant:

Lisa Kolman-Befort

Status of Applicant:

Healthcare Resort of Kansas City
8900 Parallel Parkway
Kansas City, KS 66109

Requested Action:

Approve Special Use Permit

Date of Application:

September 25, 2015

Purpose:

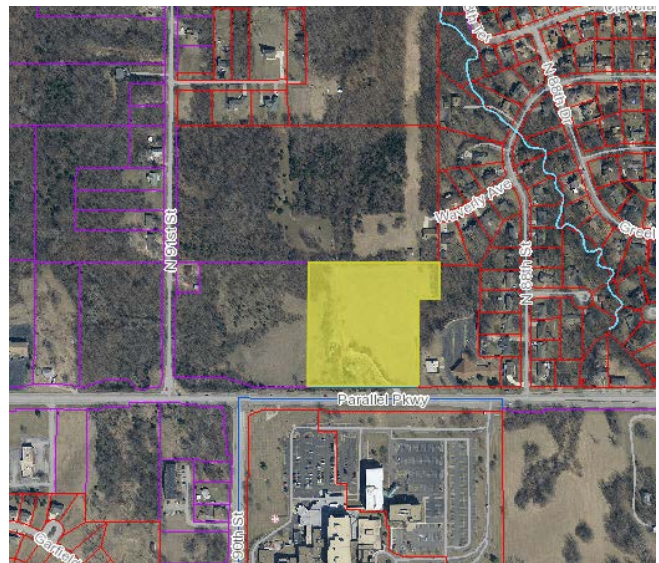
To have a liquor license to sell alcohol in conjunction with an assisted living and skilled nursing facility

Property Location:

8900 Parallel Parkway

Existing Zoning:

R-1 Single Family District



Existing Surrounding Zoning: **North:** R-1 Single Family District
South: CP-0 Planned Nonretail Business District
East: R-1 Single Family District
West: R-1 Single Family District

Existing Uses: **North:** Large lot single family home
South: Providence Medical Center
East: Church
West: Vacant land

Total Tract Size: 8 acres

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

Major Street Plan: The City-Wide Master Plan classifies Parallel Parkway as a Class A Thoroughfare

Advertisement: The Wyandotte Echo – October 15, 2015
Letters to Property Owner – October 15, 2015 and December 3, 2015

Public Hearings: November 9, 2015 and December 10, 2015

Public Opposition: No one appeared in opposition at the November 9, 2015 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant and operator, Health Resort of Kansas City wants a special use permit for a liquor license in order to sell alcohol in their par/pub for the residents at 8900 Parallel Parkway.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The surrounding area is zoned for single family homes with the exception to the south, across Parallel Parkway, which is Providence Medical Center.

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

The zoning of properties nearby and their uses are set out above. The development has been designed well and is limited to seniors, and given its close proximity to Providence Medical Center; it is compatible with the area.

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 currently zoned R-1 Single Family District. This use is appropriate for the area and seeing as the building is well designed; it should not have a detrimental effect on nearby property.

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

The property is not vacant. The building is currently being occupied by administrative staff.

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 site and street network are designed, so this will not be an issue.

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.*

As our population ages, facilities such as this are needed in our community and the development should not create any of the issues listed above.

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.*

This is not foreseen to be an issue.

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

This is not applicable.

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 is minimal. Having a small pub that sells alcohol to its residents is simply an added amenity in this facility. If this application is denied, residents will still continue to enjoy the other amenities the facility has to offer.

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

This is not foreseen to be an issue.

PREVIOUS ACTIONS

On July 25, 2013, an indefinite special use permit was approved by the Unified Government Board of Commissioners to operate a 100 bed skilled nursing and assisted living facility.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on October 23, 2015. According to the applicant, no one appeared at the meeting in opposition.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 5 to 1 to recommend **approval** of Special Use Permit Application #SP-2015-69, subject to:

Urban Planning and Land Use Comments:

1. Will the bar/pub be open to resident's guests?

Applicant Response: Yes, they will pay for their own drinks with a two drink limit.

2. What are the proposed hours of operation of the pub?

Applicant Response: Hours are from 5:00 PM to 9:00 PM, seven (7) days a week. We do not have set eating times which allows the later pub operation.

3. Will the bartenders be employed by Healthcare Resort of Kansas City or an outside vendor?

Applicant Response: The bartenders will be employed by The Healthcare Resort of Kansas City.

4. Will residents be charged at the point of sale or will there be a tab charged to their account, similar to a clubhouse at a golf course or health club membership?

Applicant Response: The guest of the resort will have their card scanned for medical purposes. We will not be allowing guests to consume alcohol if it is not allowed by the Physician. They will never be charged for drinks, but the State requires we track the drinks purchased by the guest's visitor(s) for taxation.

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:

The applicant has responded to staff's questions. The ability of serving alcohol to residents and their guests will be a welcomed amenity to the facility. Staff recommends approval of this petition subject to the following stipulations:

- (1) The special use permit shall be valid for two (2) years.
- (2) Alcohol may not be consumed outside the facility.
- (3) The general public may not be served alcohol unless they are a guest/visitor and accompanied by the resident.
- (4) Anything having to do with egress or ingress or traffic control devices has to be approved by the City Traffic Engineer.
- (5) If the facility becomes open to the public, the special use permit is automatically terminated.

STAFF COMMENTS AND SUGGESTIONS

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

STAFF RECOMMENDATION

Staff recommends that the Unified Government 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-2015-69 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

November 9, 2015 City Planning Commission Minutes
Applicant Response Letter
Neighborhood Meeting Minutes
Floor Plan

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	November 9, 2015	December 10, 2015
Special Use	Approval	

STAFF CONTACT: **Byron Toy, AICP**

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #SP-2015-69 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-2015-69, 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.

NOVEMBER 9, 2015 CITY PLANNING COMMISSION MINUTES:

15223 SPECIAL USE PERMIT APPLICATION #SP-2015-69 – THE HEALTHCARE RESORT OF KANSAS CITY - SYNOPSIS: Special Use Permit for a liquor license in conjunction with assisted living and skilled nursing facility at 8900 Parallel Parkway

Recording Secretary Parker stated that the following items should be 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 November 9, 2015;
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 October 15, 2015;
7. The Notices to property owners dated October 15, 2015.

Ms. Parker asked if any member of the Planning Commission had any contact to disclose concerning this case. (No one responded in the affirmative.)

Ms. Lisa Kolman-Befort, CEO of Healthcare Resort, 8900 Parallel Parkway, applicant, appeared in support of this application. She stated that they are a continuum retirement care community and they have 70 skilled nursing beds on the bottom floor and 35 assisted living apartments on the top floor. The skilled units are short-term stay rehab. They will come to them from hospitals for short term care. They are requesting a special use permit in an effort to get their drinking establishment license so their guests will be allowed to have a maximum of two beverages (either beer or wine) at no charge. Their guests if they come to watch a game on television can also have two drinks and they will be charged for the drinks. They had a neighborhood meeting and one of the concerns was the proximity to the church and another was how they prohibit people from the community coming in to purchase alcohol. She stated that their policy is that the alcohol will only be served to their guests and families/friends that are there to visit. She stated that she does not think that they will be in trouble for refusing serve to those that are not guests, family or friends. They will have two (2) pubs: one on the bottom and one in the assisted living. They will have a point of sales system and they will be able to track to make sure someone does not buy drinks at the pub on the bottom floor and then go upstairs to buy two more drinks. It will track the alcohol that they sell in order to pay the required taxes. There was also a concern about bringing alcohol outside or in the guest rooms. She stated that the alcohol will only be consumed in the pub or in the general community areas within their resort.

Chairman Huey stated that she would assume that they would not do any public advertising about the pub being available to the public to begin with. Ms. Kolman-Befort stated no; when they have guests or families that come in they will be told that is an amenity. They want to be like a resort or hotel so people do not feel like they are in an institution. They have a lot of resort-like amenities such as a massage parlor, full service salon, movie theater, putting green, etc.

Ms. Samantha Swan, Marketing Director with the Healthcare Resort, 8900 Parallel Parkway, Kansas City, Kansas, appeared in support of this application. She stated that in their admissions packet, they have a policy about the bar and alcohol content, rules, etc. They have to sign a paper that says that they have been notified of the rules and regulations and they agree to them. If they violate the rules, they can have their privileges removed. She further stated that they also need to have a doctor's order.

Planning Commissioner DeWitt stated that the application states that this is technically a 100-bed nursing and assisted living facility. He asked if they think that it is a good idea to serve alcohol to people that are on pain medication or have balance problems, which the alcohol will not help the balance issues. Ms. Kolman-Befort stated that it is with a doctor's order. She would assume that a physician would not write an order for someone that was taking pain pills or had balance issues. How they monitor that is their medical records interface with their point of sales systems so when the guests go to place their order, and the bar is only open from 5:00 p.m. to 9:00 p.m., it will pop up and say that the patient has already had their two (2) drinks for the evening and they cannot be served another one. She stated that she knows some guests that have come in and the doctor has said only one (1) drink.

Planning Commissioner Connelly asked if they can keep alcohol on their own. Ms. Kolman-Befort stated no and they cannot take the alcohol back to their room. That is part of their lease agreement. Mr. Connelly asked if this will be a private club licensing as far as the alcohol. Ms. Kolman-Befort stated that when they looked at the Kansas Club and Drinking Establishment Act there are other types of licensing but she is not sure that they would work for them. There is a Class A license and it is limited to non-profits, social clubs, fraternal or war veteran clubs and they do not meet any of those criteria. She stated that they cannot apply for a Class B because it is limited to clubs like golf clubs where members are accepted into membership pursuant to some type of organization document like a bylaw. Mr. Connelly asked how they would keep it private and not be discriminatory if it is not open to the public. Ms. Kolman-Befort stated that according to the Drinking Establishment Act, it says that the establishment may be open to the general public but not that it is necessarily required to be open to the general public so she thinks that it is within their license rights to limit that. Mr. Connelly stated that being open and serving people is two (2) different things. Ms. Kolman-Befort stated that was another concern during their neighborhood meeting. She is not sure how to answer that other than they let their guests know on admission that it is an amenity and they do not advertise to the public that they are a public drinking establishment. Mr. Connelly stated that he is confused as it is not private or membership; if someone walks in to visit someone and sees someone getting a drink and they are refused, it could be a problem. Ms. Kolman-Befort stated that if they someone comes to visit someone, they would not be refused. The only time they would deny someone is if they did not have any affiliation to their resort. If there was a guest staying with them and they have a family member or friend come to visit them, they would not be refused. They would only refuse people that came in that were not there to visit one of their guests and they are asking to purchase alcohol. Mr. Connelly asked if there is a guest sheet. Ms. Kolman-Befort stated yes, there is a daily running census of their guests and all of the guests' family and friends are required to sign in and sign out. Mr. Connelly stated that they will have their own bartender and they go by age and identification. Ms. Kolman-Befort stated yes. She further stated that the doors are locked after 5:00 p.m. so there is not

free access for people to come and go and that is when the pub hours are. They are letting their guests, family and visitors in. Mr. Connelly asked if they have some type of security; what about the guests that have already been drinking and come in and want more. Mr. Kolman-Befort stated that it is always the burden of the person serving so if that happens, they would deny service. Mr. Connelly asked if there is any type of security when there is alcohol. Mr. Kolman-Befort stated that the time that the bar is open (5:00 p.m. to 9:00 p.m.) the front doors are locked. They also have cameras in the building but do not have security on staff but would be open to that if it was a concern.

Mr. Robert Hutchingson, 2817 North 100th Street, Kansas City, Kansas, Pastor of Immanuel Baptist Church, 8822 Parallel Parkway, Kansas City, Kansas, appeared in opposition to this application. He stated that they are the adjoining property to this healthcare resort. They have great concerns as this was not in the original plan and his understanding is that this facility was built with two (2) pubs already in the making. There is a huge difference in serving alcohol and selling alcohol. What they want to do is be able to sell alcohol. They cannot stop people from serving alcohol; if their neighbors want to serve alcohol in their homes that is their discretion but it is different point when you want to sell alcohol. This neighborhood is surrounded with hospitals, churches and residential. He stated that they feel that the approval of a license to sell alcohol at this facility would be inappropriate for the neighborhood. It is a source of revenue for this establishment; they are not doing this out of the goodness of their heart. They stated that their residents would be able to get alcohol and not be charged for it as part of what they pay monthly but guests coming in have to pay. His thinking is that there are two (2) pubs and they will need two (2) bartenders and they will have to be paid. They will have to produce enough revenue so there is not a loss; how are they going to enforce a two (2) drink limit. Will this be on the honor system? When someone comes in off the street, can you legally refuse to serve them since you are a licensed establishment? Because of that he thinks that there is a real issue so therefore you would have to go to a private establishment in order to control the public from coming in. It has already been told to him that the public can come in to eat and drink there. The other concern that he has is that this facility is located on a ridge of a hill on Parallel and his church is to the east of there. There are numerous accidents in front of the church. There was a rear end collision with someone turning into the hospital. This is even worse because they come out of their parking lot at the top of the ridge. What if someone had two (2) drinks (and we do not know people's capacity) came out of the facility and was impaired and pulled out in front of traffic. He stated that security is a good question; who is going to monitor this since it is a good source of revenue. There is no one to say that someone has had their two (2) drinks so it has to be done on the honor system. That is not good when an establishment is doing it to raise revenue. He does not know who will enforce that. Who can come in to drink – that is a serious question. How do you keep the public out when you are a licensed facility to sell alcohol? This is a skilled facility and from his limited knowledge he does not think that people in a skilled facility are going to be allowed to have alcohol so that only leaves people that are not skilled to have alcohol. Those that are just residents are not going to have to have a doctor's order to say that they can or cannot drink. Who is going to monitor that? He stated that those are the church's concerns and the big one is that they are asking for a license to sell alcohol next to a church, across the street from a hospital and Select and in a residential neighborhood. He does not think that if

Applebee's or any other type of restaurant that sold alcohol wanted to build on that piece of property they would be approved.

Ms. Kolman-Befort stated that with the assisted living portion of the facility (top floor) they will also need a doctor's order for the 30 assisted living units. She stated that there will probably be a minimal amount of guests on the bottom floor that will have an order to be able to consume alcohol. She stated that they are aware of the danger of turning out of the parking lot. They have had discussions about having a no left-turn when you come out of the facility. Once they have a van and transport, they have talked about only going right and not left out of the facility. As far as monitoring their system will allow them to monitor the amount of consumption of the guests whether they are at the pub downstairs or the pub upstairs. Chairman Huey asked if when she says guests is she referring to the patients. Ms. Kolman-Befort stated yes. Chairman Huey asked how the patient's guests will be monitored. Ms. Kolman-Befort stated it is the same way. Each guest will have to show their license and then their name is entered into the point of sale system. Every time they purchase alcohol their name would come up if they tried to order a third drink they would be told that they already had their two (2) drinks. The families that come with the guests on admission are made aware that is the policy and they have to sign off on the policy. She stated that they will enforce the policy up to and including discharge notice if people are not complying with the policy.

Chairman Huey asked if they can project how many drinks their residents will consume on a monthly basis. Ms. Kolman-Befort stated that she hears their concerns and this is not a big money maker for their building; it is an amenity that has been requested. As Baby Boomers grow older it is those 62 years old and have had a knee replacement and are there for 14 days before they go home; they want more than what has been offered at their other rehab locations. She further stated that this will not be a big money maker as they are not going to have liquor such as whiskey. It will be beer and wine only. They cannot project how many might use it but it will probably not off-set the costs. It is an amenity that they wanted to provide like the putting green, movie theater and salon. Upstairs for the assisted living it is more of a demand because it is their home and the way that the State of Kansas and health care is now they wanted it to be more home-like. If you and your spouse are leaving your home to come live here and you like to have a glass of wine in the evening time, the state looks like it is their resident's right and they should try to provide that. The difference downstairs is that for the guests it is not included in their Medicare cost of stay. Upstairs it is an inclusive package. Chairman Huey stated that Mr. Hutchinson said that the public can come in to eat and drink. Ms. Kolman-Befort stated that the public is allowed to come in to eat such as if the social worker at the hospital wants to come over to eat. They only talk about the pub with wine and beer with the guests and families during admissions. Ms. Swan stated that they have a monthly brunch that they put out to several of the churches and they do not serve alcohol. Also the bar is not open at that time so it would not be available. Chairman Huey stated that as a former social worker in nursing homes this is not a new concept. This is something that has been around but is probably newer to our community. If it says doctor's orders it is applied and respected. She further stated that many will not consume alcohol. Ms. Swan stated that it has been "walked around" as people have done happy hours or other ways and this is the way that they have preceded so people know what they are doing. Ms. Kolman-Befort stated that there are other facilities that have happy hours and have alcohol. The

difference is that they are offering the option for the families/friends that come to watch a game or visit. It is mainly for the assisted living

Planning Director Richardson asked if the public can still come in to eat after the doors are locked at 5:00 p.m. or do you have to be a guest of someone in the facility. Ms. Kolman-Befort stated that you have to be a guest. Director Richardson stated that alcohol is not available at breakfast or lunch. Ms. Kolman-Befort stated no, they are not open during the time. The meals are offered for the convenience of the people at the hospital if the social workers or physicians want to come over and have lunch. If the doctors or nurse practitioners wanted to take dinner home to their family, they could and pay for it. Planning Director Richardson stated that if they only allow visitors and someone wants to purchase dinner after 5:00 p.m. (when the doors are locked) how they get in. He is trying to get to the denial of service because if you let them in the door; they are in and would have to be served. He does not know what the law is but would assume that they would have to be served. Ms. Kolman-Befort stated that she does not know what the law is but she has been doing this for 13 years and every skill facility she has worked in Kansas family, visitors and friends are allowed to eat with their loved ones and they are charged a fee to eat. She is not sure how the law pertains to that. Planning Commissioner Connelly stated that is in a cafeteria setting but this is some sort of bar and grill or luncheon and they are selling at a certain time and then they are not selling. He has a problem with some of the civil liberties of the people that will come to the facility and want something and will be denied. He does not know if alcohol can be given away to some people and sold to other people. He assumes that they will sell to the residents and it will come off their Medicaid and Medicare card. Ms. Kolman-Befort stated no. It is free. Mr. Connelly stated that he does not know how that will work with other people being charged; how will they keep track of proper taxes. Ms. Kolman-Befort stated that their point of sales would keep track of the taxes. It will track the amount of drinks and she understands that even the alcohol they are giving away they have to track so they pay taxes on it. Chairman Huey stated that technically they are not giving any free alcohol to any of the residents; it is included in their assisted living fee. Mr. Kolman-Befort stated that she has a side business and she has a sign that she can refuse service to anyone at any time for any reason so she is wondering why they can't do something like that. Mr. Connelly stated that he does not know what type of business she has but you cannot refuse service to people if you have a public entity. Chairman Huey stated that she does not know how it would be different than a bar because if you walk into a bar service can be refused. Mr. Connelly stated if you determine that they have had too many drinks or were unruly, they could be refused service. Ms. Kolman-Befort stated that if they put up a sign that says they can refuse service to anyone at any time, they should be covered by that. Ms. Swan stated that she understands Mr. Connelly's concern that if someone comes in off the street and they refuse service, and they might be belligerent, without having security and they are open to having security during the hours the pub is open.

Planning Commissioner Ernst stated just to clarify the pub is not open during the day and at 5:00 p.m. they lock the door and you must know someone to get in so the general public will not be able to wander in after 5:00 p.m. Ms. Kolman-Befort stated that is correct. Mr. Ernst stated that they could come in during the day but could not get a drink. Ms. Kolman-Befort stated that is correct and it is not open during the day.

Planning Commissioner Serda asked if many of these issues are essentially state law compliance and not the purview of the Commission. Planning Director Richardson stated that those things are going to get worked out and he has a stipulation that he thinks will cover what the city can cover and the rest of it will go to the State law. They will have to comply and if they do not, his stipulation will cover that.

Planning Commissioner DeWitt stated that five out of the seven days that they serve alcohol he drives by the facility and the last thing that he wants to do is get hit by someone leaving their facility that have had two (2) drinks and cannot handle alcohol. He asked if they have any other back-up plans for egress from their facility onto the street. He is concerned about this because it is on a hill and is dangerous. Ms. Kolman-Befort stated that they are concerned about it without the alcohol. Coming to the facility over the last nine months and visiting the church from the hospital exits to the east all the way to the stoplight and to the west is a difficult visual. Ms. Swan stated that they had recommended putting up a sign that says “no left turn” and whether someone has or has not consumed alcohol it is still a dangerous intersection even if you are turning right. However, if there is “no left turn” they would not have to go across those two (2) lanes of traffic to the east.

Planning Commissioner DeWitt asked if it would be possible to put a flashing light across the road to let people know that there are people entering this road. Planning Director Richardson stated that he does not believe so. There are issues where the hospital comes in and out and there is not a light at the hospital for the volume of traffic there. He stated that he thinks you can see better at this exit than you can for the hospital. Ultimately it would be up to Public Works and there is not a Public Works representative present this evening (to answer that question.)

Planning Director Richardson stated that if they want to put up a “no left turn” sign it would have to be in the public right-of-way and something discussed with the City Traffic Engineer. His first additional stipulation would be that anything having to do with egress or ingress has to go through the City Traffic Engineer and Public Works or any other traffic control devices and they would all have to meet proper standards. Secondly as long as the door is locked except if you know someone in the facility, he does not believe that there would be any issues. But if they were found to have issues and they had to open it to the public his stipulation would be that this special use permit would automatically terminate because they would not be within the terms of the special use permit. He understands the concerns about alcohol and driving and the only people driving from here are visitors and they could get a drink anywhere in the community and a two (2) drink limit is never talked about at any other facility. He stated that staff recommends approval with these two (2) additional stipulations.

On motion by Mr. Ernst, seconded by Mr. Wing, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2015-69:**

Carson	Aye
Connelly	Aye
DeWitt	No
Ernst	Aye
Gonzalez	Not Present
Huey	Chairman

Pauley	Not Present
Schwartzman	Not Present
Serda	Aye
Wing	Aye

Motion to recommend APPROVAL Passed: 5 to 1

Subject to:

Urban Planning and Land Use Comments:

1. Will the bar/pub be open to resident's guests?

Applicant Response: Yes, they will pay for their own drinks with a two drink limit.

2. What are the proposed hours of operation of the pub?

Applicant Response: Hours are from 5:00 PM to 9:00 PM, seven (7) days a week. We do not have set eating times which allows the later pub operation.

3. Will the bartenders be employed by Healthcare Resort of Kansas City or an outside vendor?

Applicant Response: The bartenders will be employed by The Healthcare Resort of Kansas City.

4. Will residents be charged at the point of sale or will there be a tab charged to their account, similar to a clubhouse at a golf course or health club membership?

Applicant Response: The guest of the resort will have their card scanned for medical purposes. We will not be allowing guests to consume alcohol if it is not allowed by the Physician. They will never be charged for drinks, but the State requires we track the drinks purchased by the guest's visitor(s) for taxation.

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:

The applicant has responded to staff's questions. The ability of serving alcohol to residents and their guests will be a welcomed amenity to the facility. Staff recommends approval of this petition subject to the following stipulations:

- (1) The special use permit shall be valid for two (2) years.
- (2) Alcohol may not be consumed outside the facility.
- (3) The general public may not be served alcohol unless they are a guest/visitor and accompanied by the resident.
- (4) Anything having to do with egress or ingress or traffic control devices has to be approved by the City Traffic Engineer.
- (5) If the facility becomes open to the public, the special use permit is automatically terminated.

Parker, Janet

From: Newby, Barbara <Bnewby@thehealthcareresort.com>
Sent: Monday, October 19, 2015 5:06 PM
To: Parker, Janet
Cc: Toy, Byron; Kolman, Lisa
Subject: RE: SPECIAL USE PERMIT #SP-2015-69

Thank you for talking to me earlier, Janet.

Byron Toy did answer the questions I had.

I discussed the Urban Planning and Land Use Comments (Questions) with our Resort CEO, Lisa Kolman. The following is her comments:

1. Will the bar/pub be open to resident's guests? **Yes, they will pay for their own drinks with a two drink limit.**
2. What are the proposed hours of operation of the pub? **5 p.m. to 9 p.m. 7 days a week. We do not have set eating times which allows the later pub operation.**
3. Will the bartenders be employed by The Healthcare Resort of Kansas City or an outside vendor? **The bartenders will be employed by The Healthcare Resort of Kansas City.**
4. Will residents be charged at the point of sale or will there be a tab charged to their account? **The Guest of the Resort will have their card scanned for medical purposes. We will not be allowing the Guests to consume alcohol if it is not allowed by the Physician. They will never be charged for drinks, but the State requires we track the drinks purchased by the Guest's visitor(s) for taxation.**

I was unable to get to City Hall this afternoon, but I will pick up the sign on Tuesday morning and post it.

If you have any questions, please contact me.

Barbara Newby
The Healthcare Resort of Kansas City
8900 Parallel Parkway
Kansas City, Kansas 66112
913-721-2000

From: Parker, Janet [<mailto:jparker@wycokck.org>]
Sent: Monday, October 19, 2015 11:45 AM
To: Kolman, Lisa
Cc: Toy, Byron; Parker, Janet
Subject: SPECIAL USE PERMIT #SP-2015-69
Importance: High

Attached are the **"draft"** comments on this application. Please submit additional information/plans to our office, by **Monday, October 26, 2015** at 12:00 Noon. Failure to respond will result in the case being held over for one month or a recommendation of denial. Contact me at jparker@wycokck.org or 913-573-5758 with any

Application Number: SP-15402-00065, Registration#1001-8981-L0011, License#46-4842531

Date and Location: October 23rd, 2015

The Healthcare Resort of Kansas City

8900 Parallel Pkwy

Kansas City Kansas 66112

Meeting called in order at 4:30pm and adjourned at 5:22 pm

Name of people in attendance: Robert Hutchison, Gary Grable, Peggy Serviss

Question #1: Peggy asked how many people we expect.

Resort Answer: We have a capacity for 105 guests and beer on tap or wine will be provided to the guests at no charge in conjunction with a physician order. We would like to provide our guest visitors or families the ability to purchase beer or wine. There is a two drink maximum for all.

Question #2: Peggy requested a tour of the facility

Resort Answer: Tour granted.

Comment: Purpose of the meeting discussed. Discussion of acquiring a liquor license for purposes discussed in Question #1.

Question#3: Gary asked if drinks could be taken out of the pub and then guests could come back later and ask for another one at the other pub.

Resort Answer: It was explained that the Point of Sale system and ordering system will enter the guest, family, or visitor's information at each point of service in a 24 hour period and at three drinks they will be declined. Each day the system clears to load two drinks for the next day. Alcohol will only be allowed in public areas within the building and not permitted in guest rooms with or without supervision and outdoor areas without staff supervision.

Question #4: Peggy can anyone from the streets purchase alcohol.

Resort Answer: Drinks will only be served to visitors and their family or guests. Outsiders will be informed of the Resort policy and declined service.

Question #5: Peggy asked will food be served in the pub

Resort Answer: Yes and free of charge for guest and there will be a charge for visitors and guests.

Question #7: Gary why do you need a Drinking establishment license to serve alcohol?

Resort Answer: I am not sure

Comment: Robert stated because we are selling alcohol

Question #8: Robert asked if you are marketing to the community you will serve and sell alcohol. Then how do you refuse to serve anyone that would come in off the street.

Resort answer: Our policy states that alcohol service or sales is limited to guests and guests' visitors, and their families only. We are only marketing the sell and service of alcohol to our potential customers and our clients' families and visitors.

Question # 9: Robert asked Pub hours?

Resort answer: 5pm to 9pm 7 days a week. The pub is an amenity for guests and their family of visitors.

Question #10: Robert asked will you sell food to the public

Resort answer: Yes

Question #11: Robert asked if the other Resorts in Kansas will sell alcohol

Resort answer: Yes

Question #12: Peggy will you serve alcohol upstairs in your Assisted Living?

Resort answer: Yes

Question #13: Peggy asked can visitors stay with the guests in the Assisted Living.

Resort answer: Yes they can stay in their apartment for free or rent a spare room at \$50 a night.

Question #14: Robert asked why do you think it is necessary to sell beer and wine?

Resort answer: In order to be able to provide the quality of service and amenities we offer we need to offset the cost somehow.

Question #15: Peggy asked will you have transportation available?

Resort answer: Yes we are purchasing a wheelchair accessible van

Question #15: Peggy asked will you take guest shopping?

Resort answer: Yes and to Starlight or other venues also.

Question #16: Why do you need to have a drinking establishment license instead of a different license like maybe a private club license?

Resort Answer: I am not sure we would have to discuss that with the city

Question#17: Robert asked if their our any other Resorts next to a church?

Resort answer: Yes the Leewood Resort is next to a Catholic Church

Question #18: Will you serve alcohol for parties?

Resort Answer: Yes with a temporary license as needed.

Comment: Gary commented that sell of alcohol may not be possible since we are located within 200 feet of the church's property line. The Resort stated they would have to clarify that. Gary commented that other businesses that may consider building around the Resort may have concerns about the sale of alcohol.

Question #19: Gary asked if we were leasing or if we bought the property.

Resort answer: We are leasing the property.

Comment: Gary stated that Chick A Fila had issues building next to Red Lobster due to the sale of alcohol there. Gary stated that the previous owner of the property was assured that certain areas of the property that boundary her property would be maintained and they have not been as promised. Gary also concerned that the sidewalk and terrace were not cleaned up as promised. Gary stated that there has never been a business within 200 feet of a school or church approved to sale alcohol and recommend guidance from a local attorney.

Resort answer: The Resort will contact the property owner to ensure property is maintained as agreed. We will assure that our landscaper is aware and addresses her concerns. The Resort will speak to the contractor regarding the side walk and terrace.

Question #20: Robert will you sell hard liquor?

Resort answer: No

Comment: Gary stated that the license will probably only allow 3/2 beer and wine.

Question #21: Gary asked when is the hearing?

Resort answer: November 9th.

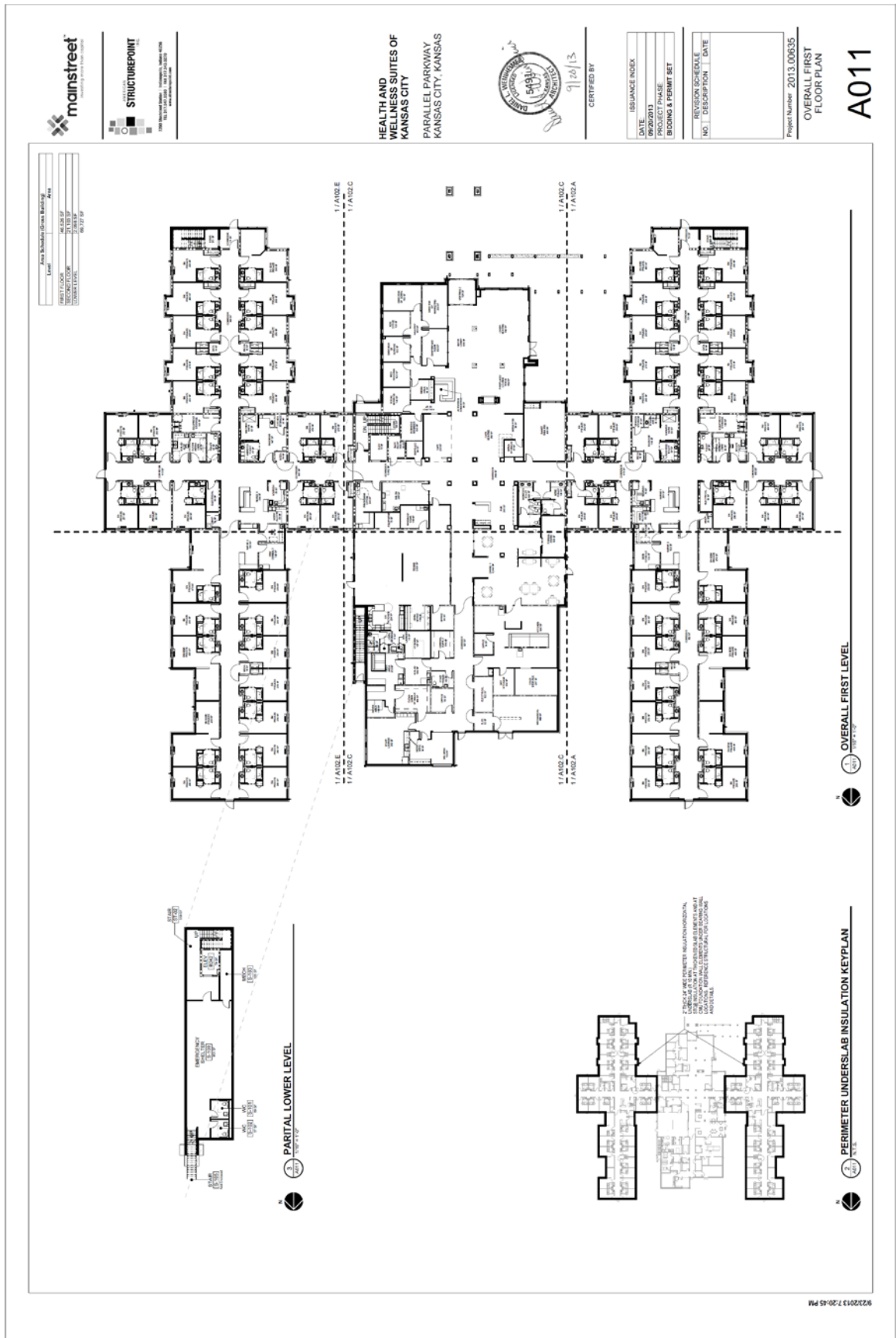
Question #22: Peggy asked why the Resort bought the building from Mainstreet?

Resort answer: Mainstreet financed the project and the Resort will own and operate the business.

Question #23: Gary asked why was the sale of alcohol not disclosed at the time of the sale of the property and was it approved by the UG when the plans were submitted?

Resort answer: Not sure. The CEO was not involved at that time.

Minutes Taken By: Kristen Porter





HEALTH AND
WELLNESS SUITES OF
KANSAS CITY
PARALLEL PARKWAY
KANSAS CITY, KANSAS



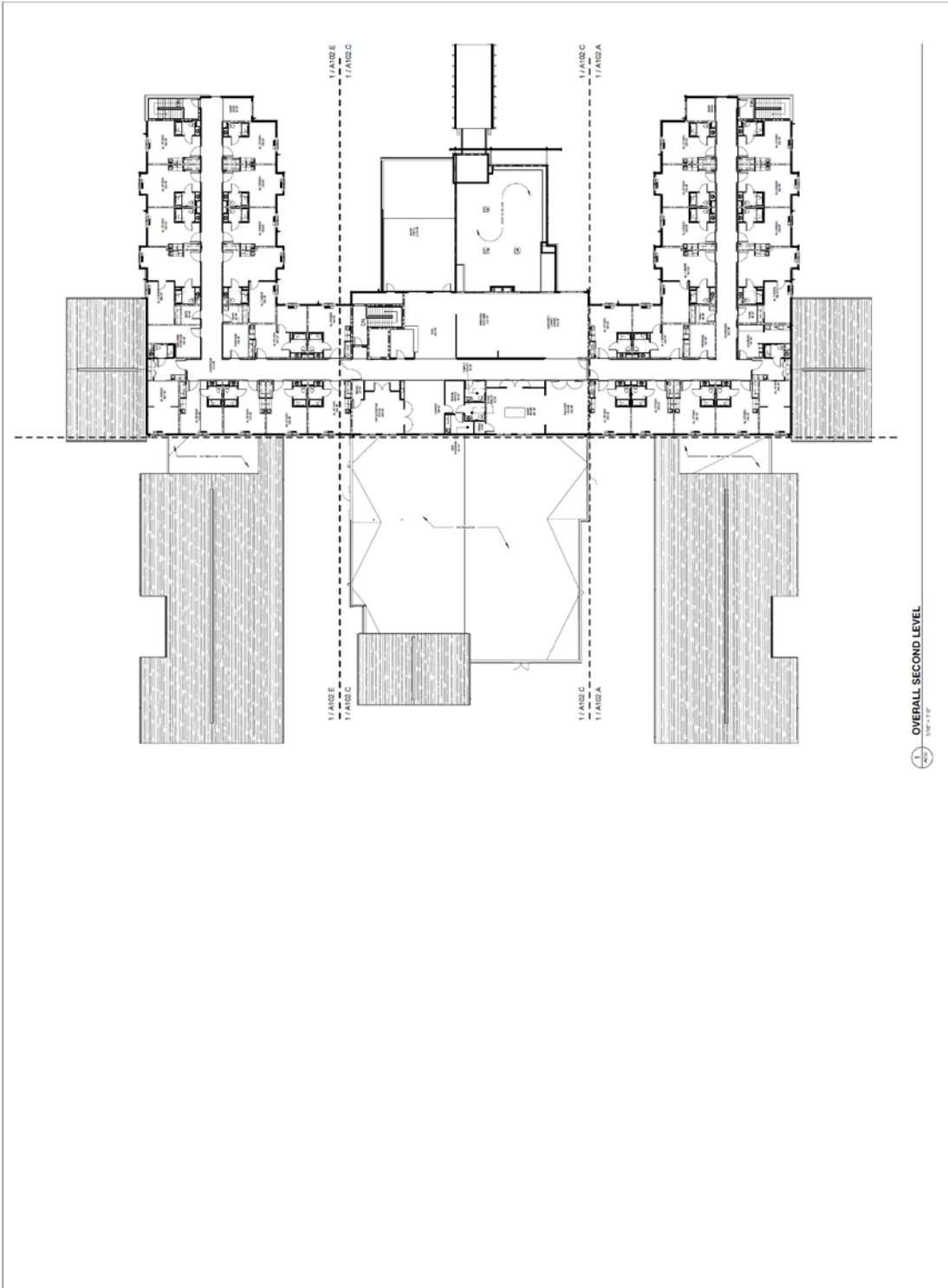
CERTIFIED BY

ISSUANCE INDEX	
DATE	
NO.	
DESCRIPTION	
REVISIONS	

REVISION SCHEDULE	
NO.	DATE
1	
2	
3	
4	
5	
6	
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8	
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10	

Project Number 2013.00535
OVERALL SECOND
FLOOR PLAN

A012



OVERALL SECOND LEVEL
1/8" = 1'-0"

9/23/2013 1:20:58 PM

[Published in *The Wyandotte Echo* on December __, 2015]

ORDINANCE NO. O-____-15

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (PQ CORPORATION PROJECT) SERIES 2015A, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, IMPROVING, CONSTRUCTING, INSTALLING AND EQUIPPING OF AN INDUSTRIAL FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Unified Government has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Unified Government and the State of Kansas that the Unified Government issue its Taxable Industrial Revenue Bonds (PQ Corporation Project) Series 2015A in a principal amount not to exceed \$14,000,000, for the purpose of acquiring, constructing, improving, installing and equipping an industrial facility located at 1700 Kansas Avenue and adjacent properties (the “Project”), and that the Unified Government lease the Project to PQ Corporation, a Pennsylvania corporation (the “Sublessee”); and

WHEREAS, the governing body of the Unified Government further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Unified Government enter into certain agreements, and that the Unified Government take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Improvement, Installation and Equipping of the Project. The Unified Government is hereby authorized to provide for the acquisition, purchase, construction, improvement, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture, the Base Lease and the Sublease, all hereinafter defined and authorized.

Section 2. Authorization of and Security for the Bonds. The Unified Government is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (PQ Corporation Project) Series 2015A, in a principal amount not to exceed \$14,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, improving, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Unified Government from the Project, and the Project and the net earnings derived by the Unified Government from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The Unified Government is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Unified Government (copies of which documents, upon execution thereof, shall be filed in the office of the Unified Government Clerk), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Second Supplemental Trust Indenture (the “Second Supplemental Indenture”), which supplements and amends the Trust Indenture and the First Supplemental Trust Indenture (collectively, with the First Supplemental Trust Indenture and the Second Supplemental Indenture, the “Indenture”), each between the Unified Government and Security Bank of Kansas City (the “Trustee”);
- (b) Second Amendment of Base Lease Agreement (the “Second Amendment of Base Lease”) between the Sublessee, as lessor, and the Unified Government, as lessee;
- (c) Second Supplemental Sublease Agreement (the “Second Supplemental Sublease”), between the Unified Government, as sublessor and the Sublessee, as sublessee;
- (d) a Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Bonds, among the Unified Government, the Sublessee and Zeolyst International, as purchaser (the “Purchaser”); and
- (e) Performance Agreement (the “Performance Agreement”), between the Unified Government and the Sublessee.

Section 4. Execution of Bond and Documents. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Indenture. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Unified Government. The Clerk of the Unified Government is hereby authorized and directed to attest to and affix the seal of the Unified Government to the Bonds, the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Ad Valorem Tax Abatement. In consideration of the Sublessee's decision to acquire, purchase, construct, improve, install and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments) for all real property financed with the proceeds of the Bonds.

The Project financed with the proceeds of the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued by the Unified Government. The percentage of abatement is anticipated to be 75% subject to adjustment in accordance with the Performance Agreement.

The Sublessee agrees to submit, or cause the Project's operator or manager to submit, to the Unified Government by March 1st of each year of tax abatement, an annual certification of the Sublessee or such operator or manager of the percentage of its employees employed at the Project on the previous December 31st that are residents of Wyandotte County as shown on the records of the Company.

Section 6. Further Authority. 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 and to carry out, comply with and perform the duties of the Unified Government with respect to the Bonds, the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement and the Performance Agreement.

Section 7. Effective Date. This Ordinance shall take effect and be in force from and 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 City, Kansas, this 10th day of December, 2015.

Mayor/CEO

[SEAL]

ATTEST:

Unified Government Clerk

[Published in *The Wyandotte Echo* on December __, 2015]

ORDINANCE NO. O-__-15

AN ORDINANCE AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (PQ CORPORATION PROJECT) SERIES 2015B, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$13,500,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, IMPROVING, CONSTRUCTING, INSTALLING AND EQUIPPING OF AN INDUSTRIAL FACILITY, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS AND FIXTURES; AUTHORIZING THE UNIFIED GOVERNMENT TO ENTER INTO CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, (the “Unified Government”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Unified Government has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Unified Government and the State of Kansas that the Unified Government issue its Taxable Industrial Revenue Bonds (PQ Corporation Project) Series 2015B in a principal amount not to exceed \$13,500,000 for the purpose of acquiring, constructing, improving, installing and equipping an industrial facility located at 1700 Kansas Avenue and adjacent properties (the “Project”), and that the Unified Government lease the Project to PQ Corporation, a Pennsylvania corporation (the “Sublessee”); and

WHEREAS, the governing body of the Unified Government further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Unified Government enter into certain agreements, and that the Unified Government take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Improvement, Installation and Equipping of the Project. The Unified Government is hereby authorized to provide for the acquisition, purchase, construction, improvement, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture, the Base Lease and the Sublease, all hereinafter defined and authorized.

Section 2. Authorization of and Security for the Bonds. The Unified Government is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (PQ Corporation Project) Series 2015B, in a principal amount not to exceed \$13,500,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, improving, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Unified Government from the Project, and the Project and the net earnings derived by the Unified Government from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The Unified Government is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Unified Government (copies of which documents, upon execution thereof, shall be filed in the office of the Unified Government Clerk), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Second Supplemental Trust Indenture (the “Second Supplemental Indenture”), which supplements and amends the Trust Indenture and the First Supplemental Trust Indenture (collectively, with the First Supplemental Trust Indenture and Second Supplemental Indenture, the “Indenture”), between the Unified Government and Security Bank of Kansas (the “Trustee”);
- (b) Second Amendment of Base Lease Agreement (the “Second Amendment of Base Lease”) between the Sublessee, as lessor, and the Unified Government, as lessee;
- (c) Second Supplemental Sublease Agreement (the “Second Supplemental Sublease”), between the Unified Government, as sublessor and the Sublessee, as sublessee;
- (d) a Bond Purchase Agreement (the “Bond Purchase Agreement”) with respect to the Bonds, among the Unified Government, the Sublessee and the Sublessee, as purchaser (the “Purchaser”); and
- (e) Performance Agreement (the “Performance Agreement”), between the Unified Government and the Sublessee.

Section 4. Execution of Bond and Documents. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Indenture. The Mayor/Chief Executive of the Unified Government is hereby authorized and directed to execute the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Unified Government. The Clerk of the Unified Government is hereby authorized and directed to attest to and affix the seal of the Unified Government to the Bonds, the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Ad Valorem Tax Abatement. In consideration of the Sublessee's decision to acquire, purchase, construct, improve, install and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments) for all real property financed with the proceeds of the Bonds.

The Project financed with the proceeds of the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued by the Unified Government. The percentage of abatement is anticipated to be 75% subject to adjustment in accordance with the Performance Agreement.

The Sublessee agrees to submit, or cause the Project's operator or manager to submit, to the Unified Government by March 1st of each year of tax abatement, an annual certification of the Sublessee or such operator or manager of the percentage of its employees employed at the Project on the previous December 31st that are residents of Wyandotte County as shown on the records of the Company.

Section 6. Further Authority. 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 and to carry out, comply with and perform the duties of the Unified Government with respect to the Bonds, the Second Supplemental Indenture, the Second Amendment of Base Lease, the Second Supplemental Sublease, the Bond Purchase Agreement and the Performance Agreement.

Section 7. Effective Date. This Ordinance shall take effect and be in force from and 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 City, Kansas, this 10th day of December, 2015.

Mayor/CEO

[SEAL]

ATTEST:

Unified Government Clerk



Staff Request for Commission Action

Tracking No. 15276

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

Date of Standing Committee Action: October 26, 2015

(If none, please explain):

Publication Required: No

<u>Date:</u> 11/30/2015	<u>Contact Name:</u> Mike Tobin, Interim Director	<u>Contact Phone:</u>	<u>Contact Email:</u> mtobin@wycokc.org	<u>Department/Division:</u> Public Works
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Item Description:

The Public Works & Safety Standing Committee heard an update on the South Patrol Site on October 26, 2015, including a presentation on two proposed sites: (1) location in Argentine on the northeast corner of Metropolitan Avenue and South 24th Street, and (2) 4215 Shawnee Drive. The Standing Committee elected to proceed with the Argentine location. Attached is a Donation Agreement between the Unified Government and Argentine Retail Developers, Inc. as well as a resolution authorizing the County Administrator to sign the Donation Agreement and any related agreements pertaining to environmental conditions at the site required by the Kansas Department of Health and Environment.

Action Requested:

Approve resolution authorizing County Administrator to sign the Donation Agreement and any related agreements pertaining to environmental conditions at the site required by the Kansas Department of Health and Environment.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution Authorizing Execution of Donation Agreement, Donation Agreement

RESOLUTION NO. _____

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) and Argentine Retail Developers, Inc. (“Donor”) have negotiated the Donation Agreement under which Donor agrees to donate to the Unified Government approximately 8.99 acres of real property located in the vicinity of the Northeast corner of Metropolitan Avenue and South 24th Street in Kansas City, Kansas, as more specifically described in the Donation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT:

That the County Administrator of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the **Donation Agreement** by and between Donor and the Unified Government, and all other documents and agreements contemplated by these documents, including but not limited to documents related to the environmental condition of the property required by the Kansas Department of Health and Environment, in substantially the form presented to and reviewed by the Board of Commissioners on _____, 2015, with such changes therein as shall be approved by the officers of the Unified Government executing these documents, such officers’ signature thereon being conclusive evidence thereof.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS ____ DAY OF _____ 2015.

Unified Government Clerk

Approved as to Form:

Unified Government Counsel

DONATION AGREEMENT

Argentine Retail Developers, Inc. ("**Donor**") and the Unified Government of Wyandotte County/Kansas City, Kansas ("**Donee**") have hereby executed this Donation Agreement (this "**Agreement**") on this ____ day of November, 2015, pursuant to which Donor agrees to donate to Donee approximately 8.99 acres of real property located in Kansas City, Kansas, in the vicinity of the Northeast corner of Metropolitan Avenue and South 24th Street, all as more specifically set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of Donor and Donee, the parties hereby agree as follows:

1. Donee: Unified Government of Wyandotte County/Kansas City, Kansas.
2. Donor: Argentine Retail Developers, Inc.
3. Donated Property: Approximately 8.99 acres of real property, more specifically described on Exhibit A, attached hereto, and generally depicted on Exhibit B, attached hereto.
4. Donated Property Value: The Donated Property shall be donated by Donor to Donee at Closing by Warranty Deed, and Donee shall not be responsible for any payment of purchase price in connection with Donated Property. Donee shall only be responsible for the payment of reasonable title and closing costs in connection with the conveyance of the Donated Property to Donee. The value of the Donated Property, for the purposes of determining Donor's charitable contribution, shall be determined by an appraiser engaged by Donor, and said value shall be controlling for the purposes of such charitable contribution. On the Closing Date, Donee will provide to Donor an executed IRS Form 8283 setting forth the value of, and evidencing the donation of, the Donated Property. Donor and Donee agree that this Section 4 is solely for the purpose of permitting this donation under the Internal Revenue Code; provided, that Donor agrees that no public purpose restriction is currently recorded against the Donated Property, and Donor will not cause such restriction to be recorded against the Donated Property.
5. Closing Date: The donation and conveyance of the Donated Property (the "**Closing**") shall occur on such date as determined by Donee upon no less than 10 days' prior notice to Donor (the "**Closing Date**"); provided, that the Closing Date shall occur on or prior to December 28, 2015, and provided that any amendments deemed necessary by Donee to the Metropolitan Avenue TIF Plan are completed. If the Closing hereunder has not occurred by the Closing Date, this Agreement shall automatically terminate.
6. Environmental Conditions. Donee agrees and acknowledges that the Donated Property is subject to certain documents related to the environmental condition of the property, including: (i) that certain First Modification of the Agreement and Covenant Not to Sue, dated January 28, 2014, by and between Donor and the United States Environmental Protection Agency (the "**EPA**"); (ii) that certain

Environmental Use Control Agreement, dated January 27, 2014, by and between Donor and the Kansas Department of Health and Environment (the "KDHE"); and (iii) that certain Long-Term Care Agreement, dated January 27, 2014, by and between Donor and the KDHE (collectively, the "Environmental Agreements"). Donee agrees that it shall at Closing assume any and all responsibilities and obligations under said Environmental Agreements as they relate to the Donated Property, including without limitation, the obligations to pay any and all fees and other payments thereunder as they relate to the Donated Property, and Donor shall thereafter be released from any and all responsibilities and obligations under the Environmental Agreements with respect to the Donated Property. Donee acknowledges that the foregoing will require that Donee enter into a new Long Term Care Agreement with KDHE prior to the Closing Date. Further, Donee agrees that it shall cooperate with Donor in all respects as necessary to cause the EPA and the KDHE to consent to the assumption by Donee of any and all responsibilities and obligations under the Environmental Agreements with respect to the Donated Property, as well as the release of Donor from all responsibilities and obligations under the Environmental Agreements as they relate to the Donated Property.

7. Access. Donee agrees and acknowledges that access to the Donated Property is currently available only via certain streets and roads located upon real property owned by Donor and located adjacent to the Donated Property to the West (the "Development Property"). Further, Donee acknowledges that it shall have rights to access the Donated Property through the Development Property pursuant to that certain Blanket Access Easement, recorded with the Wyandotte County Register of Deeds on March 13, 2014, as Document No. 2014R-03101 (the "Access Easement"). Pursuant to the Access Easement, Donee shall have the rights to vehicular access to the Donated Property at no expense. Notwithstanding the foregoing, Donee shall use its best effort to limit its access to the Donated Property to those streets identified as "Access Roads" on Exhibit C, attached hereto and incorporated herein (the "Access Roads").
8. Soil Fill Easement. At Closing, Donee and Donor agree that they shall execute and record a non-exclusive Soil Fill Easement in favor of Donor, which easement shall permit Donor to permanently deposit fill soil and materials removed from the Development Property on to the Donated Property. The areas on which Donor may deposit such fill soil and materials shall be limited to the extreme Eastern portion of the Donated Property as determined by Donee and subject to the approval of KDHE. Donor agrees and acknowledges that it shall be solely responsible for any and all environmental liability related to Donor's deposit of fill soil and materials placed upon the Donated Property by Donor. Donor agrees to bear the cost of relocating the existing contaminated soil and materials to the Soil Fill Easement. Further, Donor agrees that it shall restore to original condition any and all damage caused to the Donated Property as a result of Donor's use thereof. The parties shall negotiate a form of Soil Fill Easement prior to the Closing Date.
9. Investigation of Donated Property. Upon the execution of this Agreement, Donee shall have the right to enter upon and investigate the Donated Property; provided, that Donee agrees and acknowledges that, as a result of the Environmental Agreements, any and all invasive testing shall

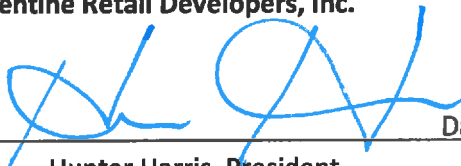
be strictly prohibited. Donee hereby indemnifies and holds Donor harmless from any and all claims, damages, costs, and otherwise related to Donee's investigations in connection with the Donated Property.

10. Donee's Purpose. Donee agrees that it shall be Donee's responsibility to investigate the Donated Property to determine if it is suitable for Donee's purposes, and Donor makes no representations as to the condition or use of the Donated Property for any purpose whatsoever. Additionally, Donee agrees and acknowledges that it shall be fully responsible for any and all approvals, consents, improvements, or otherwise required in connection with Donee's use of the property, including without limitation, any approvals from the KDHE and the EPA, as well as the extension and construction of any and all utilities to the Donated Property and the construction of any stormwater retention/detention facilities required thereon.
11. Title. Immediately following execution of this Agreement, Donee shall order a title commitment from Continental Title Company (the "**Title Company**"), by which the Title Company commits to insure fee title to the Donated Property in Donee. Donor shall transfer the Donated Property free and clear of all mortgages, leases, assignment, liens, assessments, and taxes. Donee shall pay the costs of any title insurance policy issued at Closing, as well as any costs charged by the Title Company.
12. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.
13. Donor Representations & Warranties; As-Is. Donor represents that is the fee owner of the Donated Property and that Donor has the authority to enter into this Agreement. Donee hereby agrees and acknowledges that it is accepting the Donated Property without express or implied warranties of merchantability, habitability, tenantability, and fitness for any particular purpose.

[Remainder of Page Intentionally Blank]

Donee and Donor hereby execute this Agreement on the dates set forth next to their signatures below.

Argentine Retail Developers, Inc.

By:  Date: 11/23/15
Hunter Harris, President

Unified Government of Wyandotte County / Kansas City, Kansas

By: _____ Date: _____
Douglas G. Bach, County Administrator

EXHIBIT A

Legal Description of Donated Property

Part of Lot 1, Argentine Industrial Park, a subdivision in Kansas City, Wyandotte County, Kansas, as Recorded in Book 37 at Page 28 and being more particularly described as follows:

Commencing at the intersection of the East Right of Way line of 24th Street and the North Right of Way line of Metropolitan Avenue, as road now exists, said point being referenced as Point B on said Final Plat of Argentine Industrial Park; thence South $89^{\circ}50'30''$ East, along said North Right of Way line, a distance of 26.68 feet; thence South $00^{\circ}02'08''$ East (South $00^{\circ}01'50''$ West Platted), a distance of 60.00 feet; thence South $36^{\circ}07'22''$ East, a distance of 83.02 feet (North $36^{\circ}07'05''$ West, 83.11 feet Platted); thence South $89^{\circ}50'30''$ East (Measured and Platted); a distance of 598.00 feet to the Point of Beginning; thence North $00^{\circ}03'51''$ East departing said North Right of Way line and South line of said Lot 1, a distance of 714.52 feet to a point on the North line of said Lot 1 and the South Right of Way line of the BNSF Railroad; thence South $71^{\circ}56'29''$ East (South $71^{\circ}56'16''$ East Platted), a distance of 349.70 feet continuing along said South line; thence North $89^{\circ}44'01''$ East, a distance of 139.95 feet (North $89^{\circ}44'41''$ East, 140.00 feet Platted); thence South $71^{\circ}56'29''$ East, a distance of 498.80 feet (South $71^{\circ}56'16''$ East, 498.92 feet Platted); thence North $00^{\circ}18'17''$ East (North $00^{\circ}18'30''$ East Platted), a distance of 6.30 feet (Measured and Platted); thence South $71^{\circ}56'29''$ East (South $71^{\circ}56'16''$ East Platted), a distance of 127.92 feet (Measured and Platted) to the Northeasterly most corner of said Lot 1; thence South $13^{\circ}25'14''$ West, a distance of 45.28 feet (South $13^{\circ}25'27''$ West, 45.37 feet Platted) to the Northeast corner of Tract A, Hodg Subdivision; thence Westerly along the North line of said Hodg Subdivision the following courses: thence North $71^{\circ}56'13''$ West, a distance of 109.11 feet; thence along a curve to the left having an Initial Tangent Bearing North $88^{\circ}16'31''$ West, a radius of 795.00 feet and an Arc Length of 484.78 feet to the Northwest corner of Lot 1, Hodg Subdivision; thence South $05^{\circ}04'56''$ West (South $05^{\circ}05'55''$ West Platted) along the West line of said Lot 1, Hodg Subdivision, a distance of 281.46 feet to the Southwest corner of said Lot 1, Hodg Subdivision and the Southeast corner of said Lot 1, Argentine Industrial Park, said point being on the North Right of Way line of said Metropolitan Avenue; thence North $89^{\circ}50'30''$ West along the South line of said Lot 1 and the North Right of Way line of said Metropolitan Avenue, a distance of 470.51 feet to the Point of Beginning. Said tract contains 391,517 square feet, 8.99 acres, more or less.

EXHIBIT B

General Depiction of Donated Property

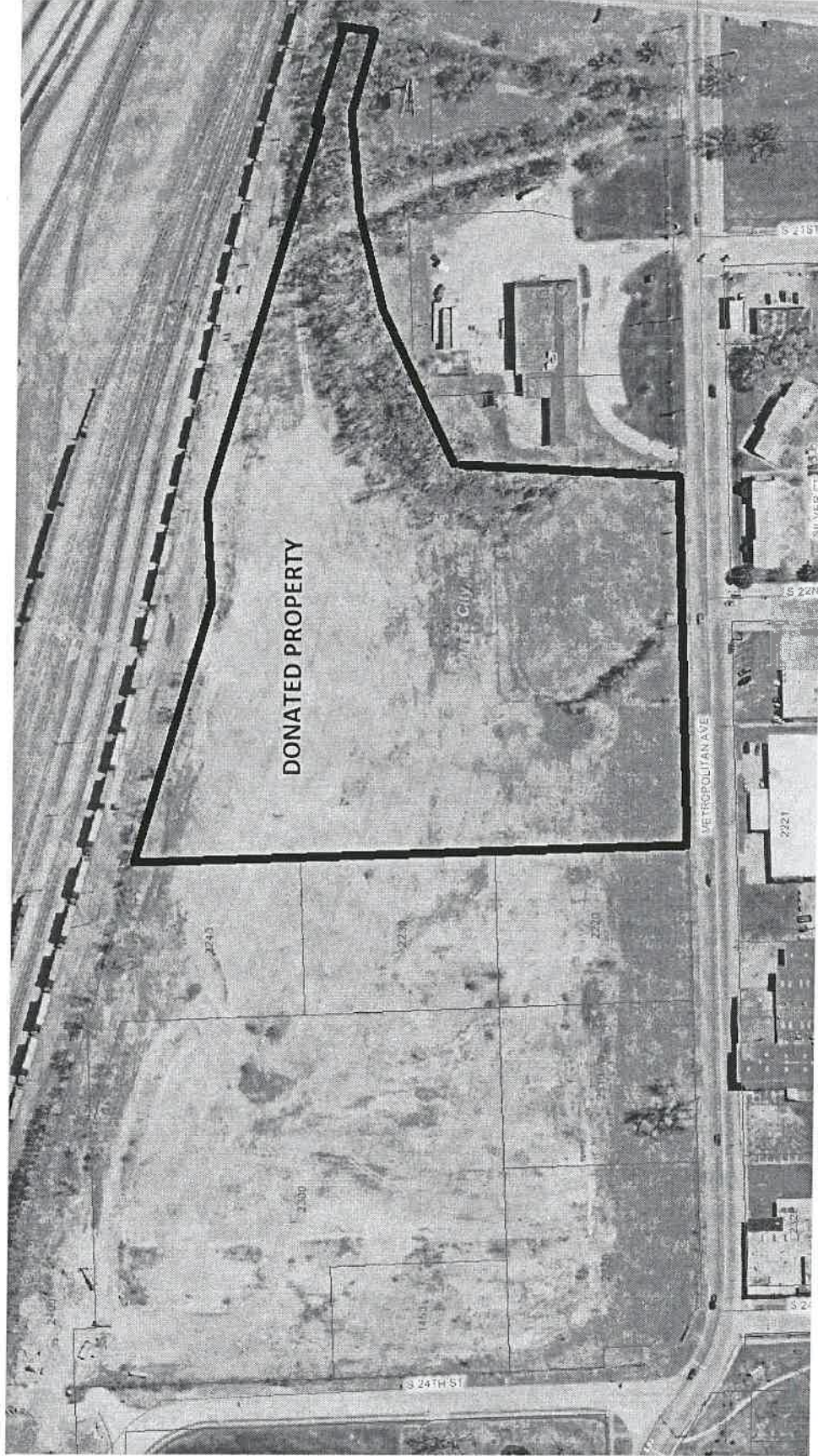
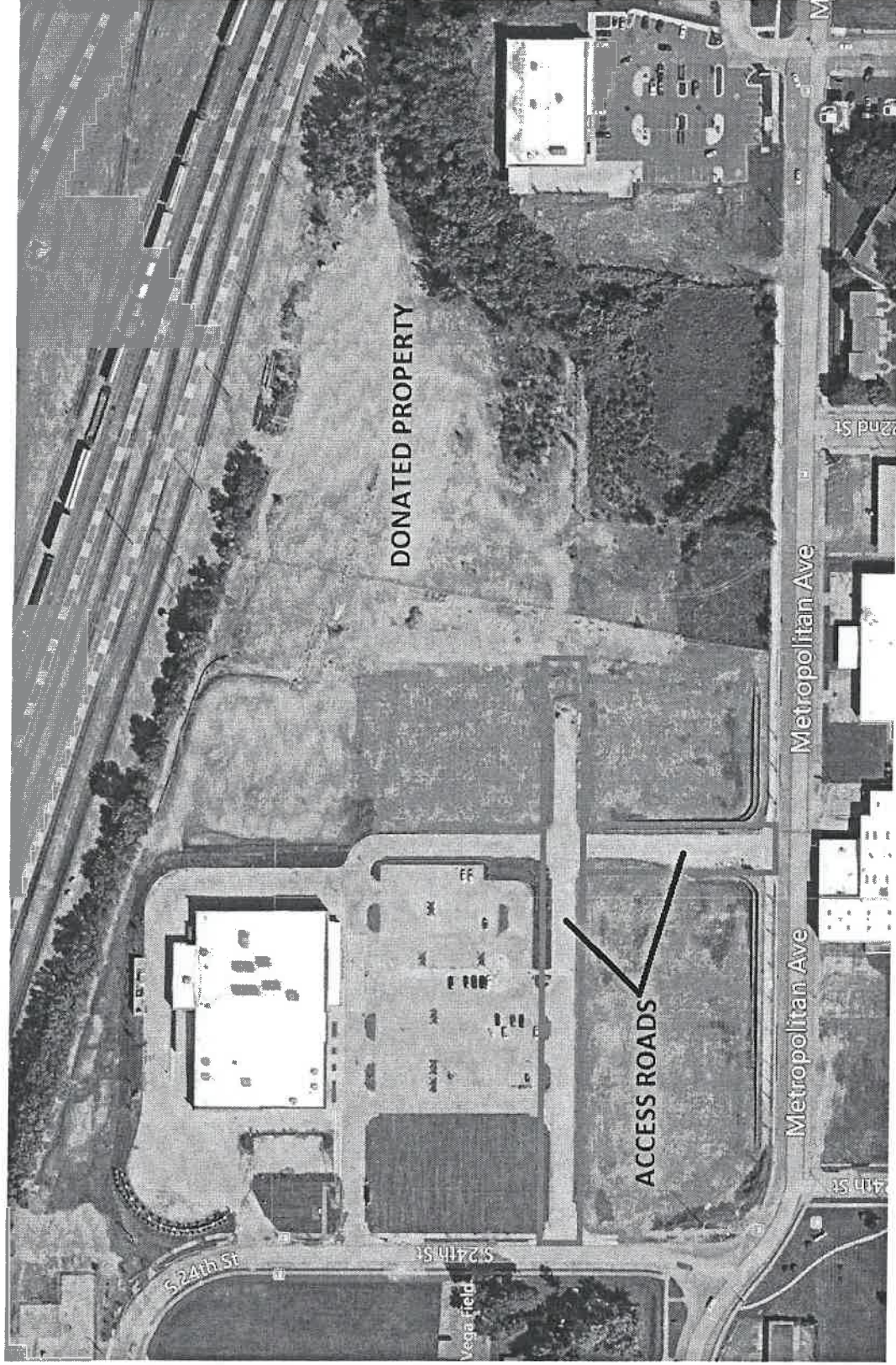


EXHIBIT C

Access Roads





Staff Request for Commission Action

Tracking No. 15265

Full Commission Meeting Date:

Committee: Public Works & Safety

Date of Standing Committee Action: 11/30/15

(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>
11/18/2015	Justus Welker, Director	x6798	jwelker@wycokck.org	Transportation

Item Description:

Transit Department is recommending changes to the following:

- Fixed route ADA passenger fare going to fare free, starting February 1, 2016.
- Eligible age for non-ADA senior paratransit moving from 60 to 65, with a grandfather provision for existing riders between age 60 and 65, starting February 1, 2016.
- Non-ADA senior paratransit fare increase from \$1.00 to \$2.00 per one-way trip, starting February 1, 2016.
- Senior group trip fare increase from \$1.50 per person per trip to \$5.00 per trip, starting February 1, 2016.
- Operational control of 102 Central Avenue to be completed solely by UG Transit Department at a savings of ~\$63,000 annually. Implementation recommended for April 1, 2016

Action Requested:

Approve staff recommendations for the Transit Department.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 15172

Full Commission Meeting Date: 12/10/15

Committee: Administration & Human Services

Date of Standing Committee Action: 11/30/15

(If none, please explain):

Publication Required: No

<u>Date:</u> 10/30/2015	<u>Contact Name:</u> Ken Moore, Deputy Chief Counsel	<u>Contact Phone:</u> x5070	<u>Contact Email:</u> kjmoore@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

New policy authorizing administrative approval of grants.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution, Grant Application & Acceptance Policy

RESOLUTION NO. _____

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

That the Board of Commissioners hereby adopts the attached Grant Application and
Acceptance Policy dated December 10, 2015.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,**

THIS 10TH DAY OF DECEMBER.

Unified Government Clerk

GRANT APPLICATION and ACCEPTANCE POLICY

Adopted by the Unified Government Commission on December 10, 2015.

The Unified Government is presented and seeks the opportunity to utilize grant funds to supplement and expand the core and discretionary operations and services it provides. This policy governs the grant application and acceptance process. To the extent practical, this policy follows the intent of the Budget Policy adopted by the Commission on 12/19/13. In all circumstances, any necessary or required budget revision is subject to that Budget Policy.

For purposes of this policy, there are 3 categories of grants with differing controls as follows:

1) Grants less than \$50,000 which requires matching or supplemental UG funds of less than \$10,000.

The Budget Policy authorizes the County Administrator to manage Department expenditures of less than \$10,000. Grants in this category are subject to that policy and the application and acceptance of such grants do not require Commission review or approval. Notice of such application and acceptance will be provided to the Commission as part of the Weekly Business Material.

2) Grants less than \$50,000 which requires matching or supplemental UG funds greater than \$10,000 but less than the grant amount.

The Budget Policy authorizes the County Administrator to approve certain budget revisions from \$10,000 to \$50,000 subject to the approval of the Mayor, or Mayor pro-tem if the Mayor is absent.

- a) Grants in this category which are considered a core UG function or service are subject to that policy and the application and acceptance of such grants are within the authority of the County Administrator subject to the approval of the Mayor, or Mayor pro-tem if the Mayor is absent. Such applications will be reported to the appropriate Standing Committee, and notice of such application and acceptance will be provided to the Commission as part of the Weekly Business Material.
- b) Grants in this category which are considered a discretionary function or service as determined by the Mayor, requires Commission action. The

application for such grants is subject to the approval of the appropriate Standing Committee and Commission. If approved by the Commission, the award and acceptance of the grant will be reported to that Standing Committee and notice will be provided to the Commission as part of the Weekly Business Material.

3) Grants greater than \$50,000 or which requires matching or supplemental funds greater than \$50,000.

The application for such grants is subject to the approval of the appropriate Standing Committee and Commission. If approved by the Commission, the award and acceptance of the grant will be reported to that Standing Committee and notice will be provided to the Commission as part of the Weekly Business Material.



Staff Request for Commission Action

Tracking No. 15295

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

Date of Standing Committee Action: NA
(If none, please explain):

Publication Required: No

<u>Date:</u> 12/07/2015	<u>Contact Name:</u> Carol Godsil, Deputy UG Clerk	<u>Contact Phone:</u> x5263	<u>Contact Email:</u> cgodsil@wycokck.org	<u>Department/Division:</u> Clerk
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Item Description:

Amend the regular schedule of Unified Government Commission meeting dates to reflect the following changes for Planning & Zoning Full Commission meetings:

December 12, 2016 move to January 5, 2017

February 23, 2017 move to March 2, 2017

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



County Administrator's Office
Douglas G. Bach, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: November 24, 2015

BOARD POSITION: Wyandotte County Park Board

INCUMBENT REPLACED: Josephine Sailer

TERM EXPIRATION DATE: October 1, 2015

APPOINTING COMMISSIONER: Commissioner Mendez

REVIEW DATE: December 08, 2015

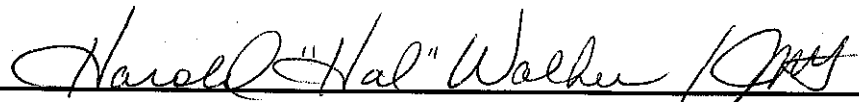
REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Jeffery M. Sachen

ADDRESS: 12509 Nelson Lane, Kansas City, KS 66109

CELL NUMBER AND EMAIL ADDRESS: 913-620-6823 / jsachen21@gmail.com

TERM OF OFFICE: December 10, 2015 to May 30, 2017



SIGNATURE OF APPOINTING COMMISSION MEMBER

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



County Administrator's Office
Douglas G. Bach, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: November 24, 2015

BOARD POSITION: Golf Advisory Board

INCUMBENT REPLACED: Dennis McWilliams

TERM EXPIRATION DATE: October 1, 2017

APPOINTING COMMISSIONER: Commissioner Maddox

REVIEW DATE: December 08, 2015

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Dennis McWilliams (Re-Appoint)

ADDRESS: 527 N. Washington Blvd., Kansas City, KS 66102

CELL NUMBER AND EMAIL ADDRESS: 913-281-2016

TERM OF OFFICE: December 10, 2015 to May 30, 2019

SIGNATURE OF APPOINTING COMMISSION MEMBER

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



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Douglas G. Bach, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: November 24, 2015

BOARD POSITION: Self Supported Municipal Improvement District Adv. Bd.

INCUMBENT REPLACED: George Gates

TERM EXPIRATION DATE: July 31, 2015

APPOINTING COMMISSIONER: Commissioner Maddox

REVIEW DATE: December 08, 2015

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: George Gates (Re-Appointment)

ADDRESS: 4621 Paseo, Kansas City, MO 64110

CELL NUMBER AND EMAIL ADDRESS: 816-923-0900

TERM OF OFFICE: December 10, 2015 to May 30, 2019

SIGNATURE OF APPOINTING COMMISSION MEMBER

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



County Administrator's Office
Douglas G. Bach, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: November 24, 2015

BOARD POSITION: Housing Authority

INCUMBENT REPLACED: Anne McDonald

TERM EXPIRATION DATE: October 1, 2015

APPOINTING COMMISSIONER: Commissioner McKiernan

REVIEW DATE: December 08, 2015

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Anne McDonald (Re-Appointment)

ADDRESS: 323 North 17th Street, Kansas City, KS 66102

CELL NUMBER AND EMAIL ADDRESS: 913-384-6645

TERM OF OFFICE: December 10, 2015 to May 30, 2019

SIGNATURE OF APPOINTING COMMISSION MEMBER

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

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

**PLANNING & ZONING AND
REGULAR SESSION
THURSDAY, OCTOBER 29, 2015**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, October 29, 2015, with eleven members present: Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Mayor Holland, Mayor/CEO, presiding. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Assistant County Administrator; Joe Connor, Assistant County Administrator; Melissa Mundt, Assistant County Administrator; Bridgette Cobbins, Unified Government Clerk; Ken Moore, Interim Chief Counsel; Rob Richardson, Director of Urban Planning and Land Use; Jamie Ferris, Planner; Chief Zeigler, KCKPD; Major Rodney Smith, KCKPD; Wilba Miller, Director of Community Development; and Captain George Sims, Sergeant-At-Arms.

MAYOR HOLLAND called the meeting to order.

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

INVOCATION was given by Reverend Ken Nettling, Faith Lutheran Church.

Mayor Holland asked if there were any revisions to the agenda.

Bridgette Cobbins, UG Clerk, said yes, Mr. Mayor, a blue sheet has been distributed. Under Section XI, Non-Planning Consent Agenda, Item No. 2 is being removed at the request of the developer. Item No. 2 is a plat for Legends Auto Plaza Second Plat. We're also adding an item. Item No. 7 is the Appointment to Boards and Commissions. It's the appointment of Deidra Tolon to the Alcohol & Drug Fund Advisory Committee, submitted by Commissioner Philbrook. Under Section XIII, Standing Committee's Agenda, we've added an item. It's Item No. 2, the Grant: Body Worn Cameras.

PROCLAMATION

PROCLAMATION: JUNIPER GARDENS CHILDREN'S PROJECT DAY

Synopsis: A proclamation proclaiming Saturday, November 7, 2015, as Juniper Gardens Children's Project Day.



Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS,	American values are at their best when meeting challenges through service to others; and
WHEREAS,	leaders in the neighborhoods of Northeast Kansas City, Kansas in the 1960's were seeking greater opportunities for residents and greater access to intellectual resources to help pursue their goals; and
WHEREAS,	research, service, and teaching comprise the central mission of the University of Kansas; and
WHEREAS,	leaders from the University of Kansas and Northeast Kansas City reached out to one another in troubled political times and formed a unique collaboration that opened a Center located in the Juniper Gardens Housing Project - Community Center that eventually expanded into local Church basements, the Turner House Preschool, and the KCK Schools, dedicated to the discovery of new approaches to teaching, parenting, and caregiving; and translating them to services for area children and families; and
WHEREAS,	the Juniper Gardens Children's Project (JGCP) remains located in the community - still dedicated to the advancement of educational opportunity, academic achievement, and social well-being, continuing its mission uninterrupted till today; and
WHEREAS,	JGCP was a founding partner with Project EAGLE Community Programs, the Family Conservancy, and the KCK District in development of the Children's Campus of Kansas City, a 10-year effort now serving hundreds of area children and families in outstanding facilities using evidence-based practice; and
WHEREAS,	the JGCP has become a leading model of a new higher education discipline commonly referred to nationally as Community-Engaged or Community-Participatory Research; and
WHEREAS,	the JGCP has been a local economic asset by renting space from local owners (3 rd Street Church of God, Physicians, and El Centro), and by hiring/training local residents who acquired better skills and who went on to higher paying jobs, while many who stayed, have had lengthy careers employed at JGCP/University of Kansas, and
WHEREAS,	many current and past leaders - residents of Kansas City, KS, grew up experiencing our early preschool programs, improved instruction in the KCK Schools, better ways of teaching, and caring for children with disabilities and preventing behavior problems; and
WHEREAS,	many of these leaders were advised in their higher educational experiences at the University of Kansas by JGCP-based faculty, completing their master's and doctoral degrees mentored individuals who became Teachers, School Principals, Program Directors, Superintendents, Higher Education Faculty, City Commissioners, and even Mayors. Hundreds of others became leaders and faculty members in other cities, School Districts, and Universities in the U.S., and in other countries - Australia, Canada, Greece, Israel, Korea, Mexico, among others; and
WHEREAS,	accumulating research findings at JGCP led to the founding of the Kansas Center for Autism Research and Training (KCART) at the University of Kansas with facilities at JGCP, the Medical Center, and the Edwards Campus (http://kcart.ku.edu/); and
WHEREAS,	research conducted in Kansas City, KS and reported in scientific journals continues to impact state and national practices and policies, for example, state-wide child seatbelt restraint policies, improving school performance with peer tutoring, curricula for preschool language and literacy, better approaches to treating disabilities under the Individuals with Disabilities Act, and nationally, impetus of President Obama's efforts to bridge the word gap, an original discovery reported by researchers at the JGCP (https://www.youtube.com/watch?v=gu5P5NbGxRY); and
WHEREAS,	the research conducted and lessons learned in this effort have been disseminated to others locally and around the world, and have become central elements in the practice of education, special education, early intervention, and early childhood education.
NOW, THEREFORE,	I, Mark R. Holland, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim, Saturday, November 7, 2015 as: "Juniper Gardens Children's Project Day" in Wyandotte County/Kansas City, Kansas and congratulate and thank them for 50 years of service. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County / Kansas City, Kansas.

MARK R. HOLLAND, MAYOR/CEO

Ms. Cobbins, UG Clerk, read the Proclamation.

Dr. Charles Greenwood, Director of Juniper Gardens Children's Project, said I just want to thank the Mayor and I'd like to thank all of you. I'd also like to thank my former director, Dr. Vance Hall, who was one of the original founder's of the Juniper Gardens Children's Project.

October 29, 2015

Also here is Marilyn Hall who worked in programs with the first generation of KU Faculty of working with community leaders in the northeast community. My Associate Director, Debra Camps and my Administrative Director, Jenny Bryant and we're pleased to be here, thank you. We'll keep working and continue this great legacy.

Mayor Holland said tonight there are two distinct parts of our meeting. The Planning and Zoning portion will be handled next followed by the Regular Commission meeting.

I'll now ask the Clerk to read the Planning and Zoning statement followed by the items on the Planning and Zoning Consent Agenda.

Ms. Cobbins asked if any member of the Commission wished to disclose contact with proponents or opponents on any item on the agenda. There were none.

Ms. Cobbins, UG Clerk, read all items on the Planning and Zoning Consent Agenda.

Mayor Holland asked would anyone in attendance tonight or any Commissioner wish to remove an item on the Consent Agenda. Any item not removed will remain and voted for with a single vote as recommended by the Planning and Zoning Commission. **Commissioner Walker** asked to set-aside A-2, Special Use Permit, #SP-2015-53 and Special Use Permit Item No. 6, #SP-2015-58.

Mayor Holland said items No. 2 and 6 will be removed and asked if there were others.

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

PLANNING AND ZONING CONSENT AGENDA

SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 15178...SPECIAL USE PERMIT APPLICATION #SP-2015-48 – ANTHONY NOVICH

October 29, 2015

Synopsis: Special Use Permit for a horse at 8731 Swartz Road, submitted by Robin H. Richardson, Director of Planning. (Recommended for denial). The Planning Commission voted 9 to 0 to recommend denial of Special Use Permit Application #SP-2015-48.

Below are the comments sent to the applicant:

Urban Planning and Land Use Comments:

1. Any approval would be for two years.
2. How many structures are on your property? What are the dimensions of each structure, including the horse's stall? Please provide pictures of the horse's stall.
3. When was each building constructed?
4. What detailed steps will be taken to improve and ensure future adequate ground cover? Please provide pictures of the ground cover.
5. What detailed measures are in place to control the smell from the horse's waste?
6. How often will the horse's waste be disposed of and in what way?
7. How often is the horse fed and given fresh water?
8. Do you store a trailer for the horse on your property, and if so, where do you store this trailer on your property?
9. How many square feet are enclosed within the fenced area?

Animal Control Comments:

If #SP-2015-48 is approved by the Board of Commissioners, an animal control permit must be obtained through the Animal Control office.

Conservation District Comments:

There are two major soil types identified: Ladoga silt loam, 3 to 8 percent slopes, and Armster Clay loam, 3 to 8 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover.

This site is not well suited to a horse operation. The fenced-in area is too small for the horse. The vegetation cover is mostly weeds with very poor grass growth. The animal waste needs to be controlled. Weeds are not a good erosion control for the soil nor the waste produced. Animal waste may cause health issues with the runoff into the road ditch and carried on down to the pond below. This can contaminate the drainage way and pond downstream. All waste needs to be disposed of in a proper manner that protects the community from contamination.

We would not recommend this site for a horse stable. Horses need a large field for exercising and grazing. Pastures need to be free of trees with good grass cover. For winter lots and in

wet times, horses may damage vegetation. In the spring these areas need to be reseeded and allowed to get well established.

There is not enough area for maintaining a good grass cover while supporting a horse.

Public Works Comments:

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

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve the denial of Special Use Permit Application #SP-2015-48. Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 2 – 15179...SPECIAL USE PERMIT APPLICATION #SP-2015-53 – EDMOND F. MUMMERT

Synopsis: Renewal of a Special Use Permit (#SP-2013-32) for ten cats and one dog at 4001 Booth Street, submitted by Robin H. Richardson, Director of Planning. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-53 subject to:

Urban Planning and Land Use Comments:

1. Are all animals current on all vaccinations?
Applicant's Response: Yes (see attached animals' medical records).
2. Are all animals inside the residence at all times, or do some go outside at times?
Applicant's Response: Yes and no.
3. What detailed steps are taken to ensure timely and proper animal waste removal?
Applicant's Response: I am retired, so I have litter boxes, six of them, and I keep them clean at all times, and I dispose of the waste through the trash disposal Deffenbaugh.
4. The previous application was approved by the Board of Commissioners with the stipulation that no further cats would be added, despite any cats succumbing or

disappearing, until the applicant was in compliance with the ordinance.

Applicant's Response: Okay.

Applicant's Additional Statement: These animals are being cared for. I have proof of all their vaccinations and all their other ailments. I spend about five thousand dollars a year on them, including their special foods from the vets.

P.S. I welcome anybody to come and look at our home anytime.

Animal Control Comments:

Animal Control finds no issues with this petition. If #SP-2015-53 is approved by the Board of Commissioners, an animal control permit must be obtained through the Animal Control office.

Conservation District Comments:

There is one major soil type in the plat area: Ladoga silt loam, 8 to 15 percent slopes. This soil type is considered highly erodible when the surface is denuded of a protective cover. Ten cats sound like an unusually high number of cats to have in one house. Special ventilation may be needed for cat and human health issues. Our major concern would be that the animal waste is disposed of in a manner that is safe to the public. Water quality is an issue if waste is not disposed of in a safe manner. It would be easy to contaminate the surrounding area.

Mayor Holland asked is Mr. Mummert in the audience tonight. If you'd like to come forward, you're welcome to make a statement about why you are making this request and then we'll open a public hearing.

Edmond Mummert, 4001 Booth Street, said well I'm just asking for renewal.

Mayor Holland said let me ask for anyone else who wants to speak in advance. Anyone in attendance who would like to speak in favor of this, please come forward at this time. Let the record show no one coming forward.

Anyone who would like to speak in opposition, please come forward at this time. Let the record show no one is coming in opposition. We will close the public hearing and it's now open to the Commission.

Commissioner Walker said, Mr. Mummert, you've been before the board before. Are these the same ten cats you had the last time? **Mr. Mummert** said yes sir. **Commissioner Walker** said and you understand that this is not a permit for you to perpetually have ten cats. **Mr. Mummert** said excuse me. **Commissioner Walker** said if one of your cats dies, runs away, disappears, whatever the circumstances might be, this is not an authorization for you to replace that—**Mr. Mummert** said I understand. **Commissioner Walker** asked you understand that. **Mr. Mummert** said yes sir. **Commissioner Walker** said, Rob, do we know, do you know what cats he has? Do you have photos, mugshots? **Rob Richardson, Director of Urban Planning and Land Use**, said no sir. **Commissioner Walker** said okay.

Mayor Holland said I want to ask a question. Are all of these spayed and neutered? **Mr. Mummert** said yes. **Mayor Holland** asked and you have the documentation for that...**Mr. Mummert** said yes I have. **Mayor Holland** said and it has been submitted to Planning and Zoning? Do you have all the vaccinations? Are they all registered? **Mr. Mummert** said yes I do. **Mayor Holland** asked do they have litter boxes inside or are they just dispelled into the neighborhood to---**Mr. Mummert** said no they're inside. They've got litter boxes inside. They don't go outside.

Mayor Holland said alright. I will just voice my standing opposition to additional animals in homes. Ten is far and away above and beyond anything we allow. I think it damages our housing stock. I think it's hard to resale homes that have had this many animals in it. I think it diminishes the long-term value.

A homeowner might want to do that for their time, but our housing stock outlasts all of our homeowners and new homeowners I think it just diminishes the value. I think having ten cats is too many and it's in a dense neighborhood. I think it's very difficult to tell other people who come forward.

We just worked on dogs and cats and spent an extensive amount of time working on it. We increased the number of dogs you could have to three. How many cats do we allow? Three. So we have a maximum of six animals of any kind and we're doing ten dogs and one cat. We're up to eleven. I also feel sorry for that dog.

I just want to say I'm fundamentally opposed to this and if it comes to me, I'll vote against it.

Commissioner Walker said I'm not oblivious to the plight of animals and the need for adoption and people taking on responsibility. I think I voted for this the last time. I'll probably vote for it this time, but I agree with the Mayor in principle that we have got, as a Commission, to get a handle on animals and what is going to be allowed. He's right, if your next door neighbor came to us and said he wanted ten cats, I would be in a terrible position to tell that individual that he couldn't do it.

We've had this rule on the limitation of animals for many years. I know it goes back before I even started working here in 1979. To come forward at this time basically is a statement, not particularly this time, the last time, that you were already in violation of an existing ordinance and you wanted to be exempted from it. Well, I'm not going to put seven animals and have them euthanized or perhaps adopted out or even worse abandoned, but we've got to get a handle on animal control in general.

I have some other comments on the other item I put aside. You've got five years and I will be very surprised if you have the same ten cats five years from now if I'm here.

Mr. Mummert said these animals were inherited to me by the neighbors behind me. I started out with one cat. My daughter came up with a cat on the motor hood of her car so I took it. I go to the vets and get another one for a playmate. In the meantime these neighbors behind me were feeding feral cats. When they moved out, these cats all came to my place, little cats, and I took about four or five more and sold them to the vets. I had to give \$50.00 a piece to get them adopted out. The rest of the cats wound up at my place and I took them and got them neutered and everything. I spent \$5,000 to \$6,000 last year on these animals; special food and they get all their medications and they don't go outside, they don't harm nobody. My house is clean. Anybody who wants to come over to my house and look at it, you're welcome. These cats are not in cages. They roam the house and they don't hurt a soul.

Previously in my life I've never had cats. I've always had a dog, but I could not turn my back on them. I mean the little things were starving to death. I got one that had three legs, four to begin with but a dog chewed him up. I got two or three that's got sores, they're growths. Everything that goes wrong with them cats they get special care. I got a veterinarian down at Rainbow Vets that takes care of them. Like I said they are not hurting. They don't hurt nobody and these animals they get special care. That's all I can say.

Commissioner Murguia said, Mr. Mummert, thank you very much for what you do for our community in the way of stray cats. I really appreciate that and if everybody did that we wouldn't have a stray cat problem. **Mr. Mummert** said that's a fact. **Commissioner Murguia** said that is a fact. I greatly appreciate all you're doing and it just goes again to testimony that if you review the details, things are not always as they appear. Sometimes things like this are beginning done may not look good on the surface, but are incredibly beneficial to our community so I'd encourage all of us next time to review all the details and the amount of money and all the paperwork and documentation that Mr. Mummert has brought forward.

I just want to tell you, again, I greatly appreciate what you do. You make my district better and I greatly appreciate that.

Commissioner Philbrook said well I appreciate the fact that you did, you took on the steps of actually doing what we recommend and that is spay and neuter. You're following all the guidelines that we're asking you to do. You're being an excellent citizen and yes sometimes we prejudice folks because we don't have the experience or we haven't had the experience of having a lot of animals in a home and knowing that it can be done and be done in a great fashion. Thank you very much.

Commissioner Walker said I too, Mr. Mummert, appreciate the fact that you've taken on this responsibility and my point is not that you have taken on a responsibility that most people wouldn't, but the issue remains that it is impossible in the neighborhood to believe that everyone should be able to have as many dogs and cats as they want and not have some regulation of them. I appreciate what you said. You understand that as the cats move on in whatever way that you're not going to add more cats to it. The fact that none of your neighbors are here is a testament to that. For me this was just an opportunity to say this and another issue tonight are indicative of a trend and I think great I'm glad to see people doing what you're doing. **Mr. Mummert** said thank you.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Philbrook, to approve Special Use Permit #SP-2015-53 for five years, subject to the stipulations.** Roll call was taken and there were ten "Ayes," McKiernan,

Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 3 – 15180...SPECIAL USE PERMIT APPLICATION #SP-2015-54 - MARIA VILLEGAS WITH SOCCER NATION

Synopsis: Renewal of a Special Use Permit (#SP-2013-32) for a youth athletic training facility at 520 South 55th Street, submitted by Robin H. Richardson, Director of Planning. The applicant wants to continue operation of an indoor soccer facility. The applicant requests a special use permit renewal for five years. The Planning Commission voted 9 to 0 to recommend approval of the Special Use Permit Application #SP-2015-54 subject to:

Urban Planning and Land Use Comments:

1. Have any parking issues arisen since the original special use permit (#SP-2013-32)?
Applicant's Response: No issues have arisen since the beginning of the original special use permit was issued.
2. Please submit confirmation of a current shared parking agreement with Eagle Investors at 450 South 55th Street.
Applicant's Response: See attached.
3. Are any signs (permanent or temporary) posted on the property? If so, please state the sign type.
Applicant's Response: We have a wall sign. Picture included.

Public Works:

No Comments

Business License Comments:

Soccer Nation has maintained current occupation tax for the facility and concessions, as required.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-54 for five years, subject to the stipulations. Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 4 – 090217...SPECIAL USE PERMIT APPLICATION #SP-2015-55 – ALISTAIR TUTTON WITH VOX THEATRE, LLC

Synopsis: Renewal of a Special Use Permit (#SP-2010-38) for an event center at 1405 Southwest Boulevard, submitted by Rob Richardson, Director of Planning. The applicant seeks renewal of a special use permit to continue operation of a commercial photography studio and an event space for private parties. Common events are wedding receptions and corporate events. The applicant requests a ten year renewal after having a five year special use permit previously. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-55, subject to:

Urban Planning and Land Use Comments:

The original 2009 application was approved with the following stipulations:

Urban Planning and Land Use Comments:

1. The parking plan that was submitted during the application submittal shows on-street parking. On-street parking cannot be counted towards your overall parking count. They have applied for a variance.
UPDATE: The appeal was approved on August 3, 2010, subject to:
 1. All shared parking agreements are recorded with the Register of Deeds. (This has been fulfilled).
 2. Copies of the recorded agreements are submitted to planning staff. (This has been fulfilled).
 3. If ownership of any of the properties where parking is being shared changes, the applicant shall notify planning staff and either gets a parking agreement with the new owner or find another area to park.
 4. All surfaces improved for parking and striped.
2. A parking agreement is required between the property owner at 1405 Southwest Boulevard and the property owner of the proposed parking lot. A copy of the parking agreement shall be returned to the Urban Planning and Land Use Department after the agreement has been notarized and filed with the Register of Deeds. The applicant has signed and notarized copies of parking agreements between various property owners. The applicant is in the process of filing them with the Register of Deeds.
3. What are your proposed hours of operation? The applicant indicated that the proposed hours of operations for event rentals will be 5:00 – 10:00 p.m. Sunday through Thursday and 5:00 – 11:00 p.m. Friday through Saturday. The building will be open from 9:00 a.m. – 5:00 p.m. daily for deliveries and business associated with the photography studio.
4. What is the anticipated maximum occupancy load in the building? The applicant stated that the maximum occupancy is 220 seated and less than 300 for a standing

function. Mr. Tutton anticipates 150-220 guests for most events.

5. As indicated on the application, food and alcohol will be brought in from licensed caterers. There are no loading zones in front of 1405 Southwest Boulevard. Where will these vehicles unload their deliveries? Mr. Tutton confirmed that vehicles will unload inside the building via the garage door off Southwest Boulevard. He also stated that deliveries can unload from the rear via the alley; however, the alley is unimproved and very narrow.
6. If approved, it should only be approved for one year to assess the neighborhood impact.
7. Staff has received numerous emails from surrounding property owners. They have expressed their support for the petition. Please see the attached emails from adjacent property owners.
8. Although this applicant has much community support, our experience is that owners have no control of patrons once they leave the premises. No matter how good the owner may be, they have no control of on-street vandalism, litter, and other crimes associated with this type of use.
9. Security must be provided for all events on-site and in the north parking area adjacent to the residences if it will be used.

The 2010 application was approved with the following stipulations: (See Applicant's Response to Draft Staff Report Below):

1. Wendy Wilson, Rosedale Development Association, has indicated that there have been no issues with this operation the last year.
2. Have any of the parking agreements changed? Please submit letters from the owners stating that the parking agreements are still in place.

Current Comments:

1. Please provide documentation of current and notarized shared parking agreements with surrounding property owners.
Applicant's Response: See attached. Applicant submitted current shared parking agreements with Rosedale Development Association, Inc. and DAB Holdings, LLC, Midtown Signs.
2. What are the days and hours of operation?
Applicant's Response: Sunday through Thursday 5:00 p.m. – 10:00 p.m., Friday through Saturday 5:00 p.m. – 11:00 p.m. The building will be open from 9:00 a.m. – 5:00 p.m. daily for deliveries and business associated with the photography studio.

3. How often do live entertainment events take place?

Applicant's Response: Live entertainment events take place typically every weekend, ranging from 1 – 3 total events each week. For the year, we are close to 75 events.

Public Works Comments:

No Comments

Business License Comments:

Vox has maintained current occupation tax for the event venue as required, however, there is no annual live entertainment license. There is no alcohol license for the venue, but if any of the events held at the venue combine catered alcohol and any type of live entertainment (Band, DJ, Instrumentalists, etc.), then a live entertainment license is required. If there are alcohol catered events at the venue, any alcohol caterer does also need to have current occupation tax filing with our office.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-55 for five years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 5 – 15182...SPECIAL USE PERMIT APPLICATION #SP-2015-57 – CASA AGAVE

Synopsis: Renewal of a Special Use Permit (#SP-2013-49) for live entertainment in conjunction with existing restaurant at 1340 Village West Parkway, submitted by Robin H. Richardson, Director of Planning. The applicant is requesting a renewal of original special use permit (#SP-2013-49) to allow live music at Casa Agave. The music would, at times, take place outside on the restaurant's patio. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-57 subject to:

Urban Planning and Land Use Comments:

1. What days of the week will live entertainment events take place?

Applicant's Response: Live entertainment will take place on weekends – Fridays, Saturdays, and Sundays. Outdoor entertainment will be seasonal and will only take place in the spring through the fall.

2. What time will the proposed events begin and end?

Applicant's Response: Live entertainment will begin at 9:00 p.m. and end at 1:00 a.m.

3. Please provide details of your current security plan.

Applicant's Response: Our current security plan is the utilization of two off-duty Kansas City, Kansas police officers, which is what we have done during the course of the prior special use permit.

Applicant's Additional Comment: Your e-mail under date of September 5, 2015 makes reference to an illegal advertising sign placed in the right-of-way. That sign has been removed. The zoning sign was placed on the property prior to September 22, 2015 and does remain on site as of this date.

Public Works Comments:

No Comments

Business License Comments:

Casa Agave has maintained current occupation tax and annual entertainment license, as required.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-57 for five years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 6 – 150147...SPECIAL USE PERMIT APPLICATION #SP-2015-58 – CINDY BURTON

Synopsis: Special Use Permit for ten chickens at 816 South 72nd Street, submitted by Robin H. Richardson, Director of Planning. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-58, subject to:

Urban Planning and Land Use Comments:

1. Per Sec. 7-170(a-b)
 - a. It shall be unlawful for any person to keep or maintain any livestock or fowl or

any pen for the same within the city in areas not zoned agricultural without first obtaining a permit to do so from the office of director of animal control.

- b. Application for the permit shall be made to the office of director of animal control on forms furnished by the office. Such application shall state the name of the person so desiring to keep such animals or fowl and maintain pens therefore within the city, the location of the premises where the same are to be kept and maintained, the kind of animals and fowl to be kept and maintained, and any other information that the office may desire. Such application shall be signed by the applicant and shall bear the date that the application is made. No permit will be granted unless the request conforms to the zoning ordinances of the city. The initial permit fee and annual renewal fee shall be set by the County Administrator.

Applicant Response: Acknowledged.

2. Because the chickens will be in the coop, will they move around the property or stay in a single location at all times?

Applicant Response: The coop will stay in a single location.

3. What are the estimated dimensions of the area that the chickens will take up on the property?

Applicant Response: The area is 30' x 30' that the chickens will take up on the property.

4. Please provide a drawing/image relating to where the chickens will be kept in relation to the home on the property, neighboring homes, property line and other structures.

Applicant Response: See attached photos.

5. Please submit a plan for how the chickens will be kept in addition to a plan to deal with waste from the chickens.

Applicant Response: The chicken waste will be used for compost and fertilizer the garden.

6. Please address issues of feed and diet for the chickens, how will they be fed?

Applicant Response: The chickens are fed layers blend feed and black sunflower seeds, plus vegetables from the garden.

7. Due to the fact that Mill Creek bisects the property, how do you intend on keeping animal waste from running into the creek?

Applicant Response: The creek is far enough way to not matter. I rake the pen weekly and keep my coop clean.

Public Works Comments:

A. Items that require plan revision or additional documentation before engineering can recommend approval: None

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

October 29, 2015

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

Cindy Burton, 816 South 72nd Street, said they're in a contained area that's completely covered. We have the whole corner block. The neighbor kids have come over and they're learning about the chickens and eggs. We have a garden and I just found out I needed the permit for them.

Mayor Holland said I will open up the public hearing. Is there anyone tonight in attendance who would like to speak in favor of this petition? Let the record show no one moving forward. Would anyone like to speak in opposition? Let the record show no one is coming forward. We'll close the public hearing and we'll turn it over to the commissioners.

Commissioner Philbrook said this is in my district and I happened to be present during the presentation before Planning and Zoning and heard everything that was said and saw what was going on. I don't have any problem with her having the ten chickens because I believe that she's very dutiful person and she's doing it for that reason. If you want to explain to them why you have ten chickens? **Ms. Burton** said we turned off at 12 because we figured several of them would die before they got big enough. We didn't loose any of them, but we have had two, animals along the creek that come up and we've lost two of them to that is how we ended up with ten. **Commissioner Philbrook** asked but they're all enclosed appropriately? **Ms. Burton** answered yes. **Commissioner Philbrook** said and they're not out running the neighborhood? **Ms. Burton** answered no. **Commissioner Philbrook** said I personally don't see any problem with this particular one. I'm not saying I want everybody to have ten chickens in their backyard because I know I'm not going to, but for her the way her land is setup, the way her setup is, I don't see a problem.

Commissioner Walker said I don't particularly have a problem either. I'm familiar where this location is. My point in setting it aside is an opportunity to make a statement that I have—again there seems to be a trend of returning to the farm and livestock and I'm just simply—chickens in the right location there's plenty of places where people could raise an appropriate number of chickens and there are no problems in the neighborhood. There are neighborhoods just to the

east of here, for example, on 25 foot lots where windows are two feet apart and having four chickens in the backyard could be a problem.

I know that we are waiting some report from the committee regarding the committee being this ad hoc group that is studying this ordinance. I would like to get ahead of the curve on request for chickens and ducks and rabbits and perhaps bigger livestock if that's an issue before it becomes a problem with everybody wanting fresh eggs and wanting to raise them. I'm not saying there aren't a lot of locations, I'm not saying if you have the right kind of location, I just think there are locations where you don't have enough ground. I know chickens don't take up a lot of ground, but they make noise, they defecate, they—the good intentions of people don't always follow through. I just think we're going to have a deluge of chicken applications if we don't have some criteria by which to judge these. Right now we're just doing it ad hoc.

Commissioner Philbrook said we just finished up a meeting last week meeting with some folks to help us out on creating differences in codes for chickens and it looks like it's going to be a lot more restrictive than what some people want, but on the other hand, it's going to make things available for some people to have chickens, but be responsible so that we don't have to worry about people getting ill from the chicken droppings and all that other stuff. It'll give us a good foundation to work from.

Commissioner Walker said could I ask just a general question? Is this group going to solicit input from the Commission before they drop a proposed ordinance on us? **Commissioner Philbrook** said what we're asking is that the Legal Department put it together and then we can have it disseminated to you to take a look at. **Commissioner Walker** said thank you and I have no more questions about this particular item.

Mayor Holland said Commissioner Philbrook we just don't want that committee to lay an egg. Is there a motion?

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Murguia, to approve the Special Use Permit #SP-2015-58 for two years, subject to the stipulations.** Roll call was taken and there were ten "Ayes,"

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

ITEM NO. 7 – 15149...SPECIAL USE PERMIT APPLICATION #SP-2015-59 – SARAH PURTEE WITH HIGH HEEL SWEETS

Synopsis: Home Occupation Special Use Permit for a bakery at 12516 Farrow Avenue, submitted by Robin H. Richardson, Director of Planning. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-59, subject to:

Urban Planning and Land Use Comments:

1. No signs posted on the property.
2. No employees, other than members of the immediate family, residing on the property.
3. No more than two clients at any one time.
4. Approval for two years.

Public Works Comments:

None

Business Licensing Comments:

If approved, applicant will need to file the required occupation tax application for the business with our office.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-59 for two years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 8 – 15183...SPECIAL USE PERMIT APPLICATION #SP-2015-60 – CURTIS PETERSON WITH POLSINELLI

Synopsis: Renewal of a Special Use Permit for an existing skilled nursing and assisted living facility (change of ownership only) at 8900 Parallel Parkway, submitted by Robin H.

October 29, 2015

Richardson, Director of Planning. Curtis Petersen with Polsinelli PC, on behalf of the owner, MS Kansas City, LLC has filed for a special use permit in order to sell the property to Welltower, Inc. that will operate the 100 bed skilled nursing and assisted living facility at 8900 Parallel Parkway. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-60 subject to:

Urban Planning and Land Use Comments:

1. This special use permit is simply being filed due to a change in ownership. Welltower, Inc. is purchasing the property and facility from MS Kansas City, LLC. Special use permits are non-transferrable, so this process is required.

Public Works Comments:

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

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-60. Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 9 – 15184...SPECIAL USE PERMIT APPLICATION #SP-2015-61 – MICHAEL A. RHODES/COMMERICAL LANDSCAPERS

Synopsis: Home Occupation Special Use Permit for a commercial landscaping business at 10702 Donahoo Road, submitted by Robin H. Richardson, Director of Planning. Mr. Rhodes is requesting approval of a special use permit for a home occupation to operate his landscaping business, Commercial Landscapers, out of his home. The property will have his house as well as an accessory building to house the landscaping equipment and materials, for which a variance for extra square footage is also being requested of the Board of Zoning Appeals on October 12, 2015. The Planning Commission voted 9 to 0 to recommend approval of Special Use Permit Application #SP-2015-61, subject to:

October 29, 2015

Urban Planning and Land Use Comments:

1. What is the long-term plan for the business? Is the intention to perpetually keep the business at this location, or to move it to a commercially zoned property in the future?

Applicant Response: *Only the office operations of the business are located on site. Mr. Rhodes and his assistant are the only employees who regularly work at this location; business performed on site are office functions. No delivery of landscape material to the site as these are delivered to the project site. Plan is maintain these operations on site indefinitely.*

2. Please indicate the hours of operation

Applicant Response: *Hours of operation are 8 a.m. to 5 p.m.*

3. How many employees will work on site?

Applicant Response: *Employees are Mr. Rhodes and his assistant (2)*

4. Where will those employees park on the site?

Applicant Response: *Mr. Rhodes and one employee will park either in the drive or in front of the accessory structure.*

5. Please disclose the number of and type of vehicles that will be on the property and where will those vehicles be located.

Applicant Response: *Vehicles on site will be Mr. Rhodes and his family's personal vehicles and his one employee's personal vehicle.*

6. Please disclose the location of equipment, bulk materials and other landscaping products. This can be best illustrated in a site plan.

See site plan below

7. Submit a full site plan showing parking, outbuildings and material storage areas.

See site plan below.

Stipulations:

1. No on-site signage
2. Hours of operation may not extend past 7 pm
3. No non-family member employees may reside on the premises
4. No outside storage will be allowed
5. Approval for two years

Action: Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve Special Use Permit #SP-2015-61 for two years, subject to the stipulations. Roll call was taken and there were ten "Ayes," McKiernan,

Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

MISCELLANEOUS – ORDINANCE

ITEM NO. 1 – 15185...ORDINANCE – VACATE UTILITY EASEMENTS

Synopsis: An ordinance vacating utility easements (#U/E-2015-8) at 1405 North 98th Street, submitted by Robin H. Richardson, Director of Planning.

Action: **ORDINANCE NO. O-63-15**, “An ordinance vacating utility easements (#U/E-2015-8) at 1405 North 98th Street.” **Commissioner McKiernan made a motion, seconded by Commissioner Kane, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

PLANNING AND ZONING NON-CONSENT AGENDA

SPECIAL USE PERMIT APPLICATION

ITEM NO. 1 – 15186...SPECIAL USE PERMIT APPLICATION #SP-2015-56 – CLAUDINE BARNETT

Synopsis: Renewal of a Special Use Permit (#SP-2013-37) to keep three horses at 3814 Leavenworth Road, submitted by Robin H. Richardson, Director of Planning. The applicant seeks renewal of a special use permit to continue to keep three horses on her property. The Planning Commission voted 7 to 2 to recommend approval of Special Use Permit Application #SP-2015-56, subject to:

Urban Planning and Land Use Comments:

Case History:

When Ms. Barnett applied to house three horses on her property in 2011 she stated her expertise in horse care and indicated that she would maintain the animals and property well as to avoid any nuisance or hardship on both the horses and neighbors. No one was in opposition in 2011.

During the renewal process in 2013, staff received two letters of opposition and one of support from neighbors. Those in opposition expressed concerns over the upkeep of the yard, the disposal of horse waste, the attraction of vermin, and Animal Control concerns. Ms. Barnett indicated that she was looking into renting a dumpster from Deffenbaugh to dispose of the horses' waste.

Staff has not been made aware of any current code violations or neighborhood concerns.

Animal Control Comments:

Animal Control finds no issues with this petition. If #SP-2015-56 is approved by the Board of Commissioners, an animal control permit must be obtained through the Animal Control office.

Conservation District Comments:

There are two major soil types that were identified: Knox silt loam, 12 to 18 percent slopes and Knox silt loam, 7 to 12 percent slopes. These soil types are considered highly erodible when the surface is denuded of a protective cover. This is not a good site to house three horses. The building is down in a valley very close to the stream. There is a lot of fast water from streets and homes upstream that flows through the site. The area is covered with a lot of trees so grass cover is very poor. The horses have destroyed what little green grass was there as well as the leaf litter. They have compacted the area so little water will infiltrate the area. Due to the lack of ground cover and increase compaction there will be more runoff. This combination will cause contaminated water flow into the stream. There is no buffer between the stream and the pastured area. This removes any natural filtering which might occur. Waste products will pollute the stream and can cause contamination of drinking water. Horses need about two acres of good grass to support them. With three horses there needs to be at least 5 acres of good grass to support a healthy herd. This site needs protection of the stream before it is approved. It should not be approved until such time as changes are made. The same problems were noted in January 2011 and May 2013. There has been no change in the situation. The Conservation District would be happy to provide assistance to the landowner in improving the situation.

Mayor Holland asked is Ms. Barnett here?

October 29, 2015

Mr. Richardson, said, Mr. Mayor, the Clerk is passing around a letter that we received yesterday afternoon concerning this case from another neighbor.

Claudine Barnett, 3814 Leavenworth Road, said I am here to try to get another permit to keep my horses on my property. I own three horses. They have been with me since—the youngest is now about 12 or 13 and I've had him since he was two years old. The oldest is probably about 19 or 20.

I keep them in like a dry lot area and I provide hay and sweet feed for them and pretty much anything else they need. I come from a farm environment. I went to K-State for agriculture and pre-veterinarian medicine and I work for the State of Kansas also as a Vet-Tech for the Kansas Racing and Gaming Commission at the Woodlands working with the greyhounds and race horses.

Mayor Holland said thank you and I'll open up the public hearing. Is there anyone in attendance tonight who would like to speak in favor of this application? Let the record show no one is moving forward to speak in favor. Would anyone like to speak in opposition to this petition? Let the record show no one speaking in opposition. We will close the public hearing and open it up to the Commission.

Commissioner Townsend said I have a few questions about what has not happened from the conservation notes that I'm reading that were suggested two years ago when this was approved. There was some concern raised then about the grass and site needs protection of the stream and the Conservation District at that time. I guess this time is not recommending approval until something is done for the ground cover.

Now I understand from the comments here that you contacted the Conservation Committee, but what's going with that. I'm concerned that this is for five years instead of two. I'm not sure why the recommendation was for five years instead of two as well. **Ms. Barnett** said Conservation came out and they're giving me like literature and pointers of what I need to do and I'm in the process of making a little containment pen where I can reseed the ground so hopefully over the winter the seeds will set and then I can have grass. **Commissioner Townsend** asked how long will that take. Did Conservation say in terms of establishing adequate ground cover? **Ms. Barnett** said that's probably what they told me is that over the

winter because I'm going to have to throw like not mulch, but like straw or something to keep the seeds in place. When spring comes I should see a new growth of grass.

Commissioner Townsend said the other question I have was dealt with their recommendation, their being the Conservation District again, about the amount of acreage needed for your animals. **Ms. Barnett** said yes, ordinarily if you have grazing animals and you're letting them eat off the existing ground you would need one acre per animal, but I'm providing hay and I put a large round bale in the pen with the horses and they're allowed to free range feed off of it. I'm providing what they need. They're not ever hungry because they have something in front of them.

Commissioner Townsend said as I said my only concern was that this is recommended for five years instead of two. What I would really like to see is another two years and come back and we see how the ground cover situation is going. That would be my reservation about the way this is currently proposed. **Mayor Holland** asked is two years or five? I believe it's two. **Commissioner Townsend** asked is it two or is it five? I was thinking it was five. **Mr. Richardson** said I believe it was recommended by the Planning Commission for five years. **Mayor Holland** said I have two in my booklet. **Commissioner Townsend** said now see I thought in the past it had been two, but I think this recommendation is for five. I would recommend two not five. **Mayor Holland** said my packet says two unless there's a misprint in my packet. **Mr. Richardson** said in the minutes of the Planning Commission on page 12 of your staff report, the Planning Commission approved for five years. **Mayor Holland** said okay so the summary is wrong. It is five years then? **Mr. Richardson** said correct.

Commissioner Walters said I think this is a question for you Rob. I'm reading the same comments that Commissioner Townsend is and it says they're concerned about runoff. This site needs to be protected. The site needs protection of the stream before it is approved. It should not be approved until such time as changes are made. The same problems were noted in 2011 and 2013 and there's been no change in the situation. Was there conversation in the Planning Commission about that particular item? **Mr. Richardson** said yes and about the general maintenance of the property. We indicated we would not recommend any future approvals if the situation didn't—we recommended approval this time and she understands that they won't have staff support if they come before us again and the situation hasn't changed. **Commissioner**

Walters said but they did approve it for five years. **Mr. Richardson** said yes. **Commissioner Walters** said that seems inconsistent. If there was a problem in 2011, there's a problem in 2013, there's still a problem and it sounds like we're not really taking the recommendations with the Conservation District very seriously if we just ignore their comments. Just from my standpoint I think we should not approve this until these recommendations and these changes are made consistent with the recommendations of the Conservation District.

Commissioner Kane asked can I second that. The reason I'm saying, they've given you a chance in the past. We're already talking about how things have gotten on the ground and run away and I don't think we should approve it if she hasn't got it fixed from the last time, until she shows improvement or fixes what's the recommendations are because that's just blowing us off. We're here to set the tone and it's quite a rebuttal, so to speak, and in my mind I'm like Commissioner Walter, I don't want to recommend something if she hasn't lived up to what she's suppose to in the first place. **Ms. Barnett** asked can I make a comment. **Mayor Holland** said just a moment we have more comments from the Commission. I'll let you make a summative comment at the end.

Commissioner Philbrook said yes I myself have a real conflict with this. I don't believe that she should be approved to have horses in that location period. That's just—and I'm a horse lover, but I don't believe that location is right and she hasn't followed our recommendations so far and our requests. I'm against it.

Commissioner Townsend said I read and I understand where Commissioner Walker and Commissioner Kane are coming from. Ms. Barnett could you—do you want to explain to us...**Ms. Barnett** said yes about the creek...**Commissioner Townsend** said well and the recommendations why they weren't followed with regard to ground cover from two years ago.

Ms. Barnett said well I have too much I guess there's a lot of small trees on the property, and I didn't realize that the trees were taking away from the grass that's there. That's what Conservation explained to me, I didn't know that. I thought that the trees were helping with keeping the ground cover and erosion but that's not true.

Secondly, the creek that's there is a creek only by name. What it does—there's no water in it except for when it rains. It's a box culvert that's directed toward the creek and pushes the water through it. I wouldn't even allow my horses to drink from it and the fence line to the creek is about 30 foot. They have like a stock tank to drink from because that creek is not—it has run off from the street with oil and everything on it.

Commissioner Townsend said if the trees are a problem and preventing this ground cover from flourishing, what are your plans with regard to the trees or...**Ms. Barnett** said I'm thinning them out. If somebody comes by the property, they'll see that it's been really cutback and I'm just working on thinning them out so that I can throw some grass seeds down so that I can potentially have grass. **Commissioner Townsend** said if we were to deny this permit what would happen to the horses. **Ms. Barnett** said I guess I'd have to find somewhere else to put them because they wouldn't be able to stay there. I've got friends that have a barn that I could probably try to rent from them. Yes, they have horses there themselves, but they're not going to be abandoned or anything. They've been with me so long those are my babies. I can't—I'll find somewhere to take them.

Commissioner Townsend said it is concerning that there were recommendations made the last time that haven't been addressed this time. I would hate to see these horses leave your possession so maybe if there's some way that the Commission could see giving you a year and you'd have to come back and if things were not in accordance that—I certainly didn't see five years, but based on what the other commissioners have made mention of and I agree it doesn't look good that the last time this special permit was granted, certain things haven't been acted on.

Commissioner McKiernan said I just want to make a general comment and follow-up Commissioners' Walters and Kane, it's very concerning to me. The stipulations that were attached to previous approvals of special use permits are not followed and I've brought this up before, a concern about to what extent we actually follow through to see that stipulations we've put on these approvals are adhered to. I think it really sets a very bad precedent if we are aware of the fact that stipulations have not been adhered to and we just blindly approve or reapprove a permit because it tells other applicants just put on there, just agree to them, you don't really need to abide by them. That is a bad message that we're sending if in fact we go through with that. I just want to say it is of great concern to me as well. Stipulations were outlined and not followed through.

Mayor Holland said ma'am I'll let you make a summative comment and then I'll ask Mr. Walters if he wants to make his statement into a motion.

Ms. Barnett said just to sum it up, I have not been a very good conservationist obviously and I did need help. I didn't know how to do it or where to go, but now I have direction so hopefully I can fix what's been done and make everything look better for everything concerned: for the horses, for me, for the land and I'll just do my best. That's all I can do.

Mayor Holland asked, Mr. Walters, do you want to make a motion.

Commissioner Walters said I've heard all this discussion, I think a lot of us are on the same page, but I also am concerned about the welfare of the horses and the intent of the applicant to try to increase her ability to comply with the regulations. My motion is to grant the special use permit for one year.

Action: **Commissioner Walters made a motion, seconded by Commissioner Townsend, to approve Special Use Permit #SP-2015-56 for one-year.**

Mayor Holland said it has been moved and seconded for a one year application and I think there's been clarity on expectation in terms of what's to happen next.

Commissioner McKiernan asked is this motion with the stipulation that consultation with the Conservation District to ensure adequate ground cover and that that stipulation actually says that the Conservation District concurs that adequate steps have been taken. **Commissioner Walters** said that sounds great.

Mayor Holland asked does the second accept that. **Commissioner Townsend** said absolutely.

Commissioner Murguia said I just have a quick process question. We do this, sorry to use your case as the example, but we do this a lot. Is there a way that staff if she doesn't meet compliance next time around, is there a way staff can prohibit it from coming on the agenda all together? **Commissioner Walker** said I would agree, Commissioner Murguia, if you don't have this

approval don't even apply again. **Commissioner Murguia** said my point is it's not just with her application. **Commissioner Walker** said no, but everybody's. **Commissioner Murguia** said it's just a—or does that have to be a policy discussion at a later date? **Mr. Richardson** said I believe by the law we have to let people apply. **Mr. Walters** said but the Planning Commission is the first step. **Mayor Holland** said and I think we need to also say we all have a representative on the Planning Commission who by and large do a terrific job, but clearly they need to be the ones enforcing the expectations and need to be making sure that that's happening because I think just passing them down the pike, they need to do that hard work for us and screen these before they get to us. If we can pass that word down to the Planning and Zoning Commission. If they really need to—if we approve a special use permit they need to make sure all those stipulations are met before it comes forward again. **Mr. Richardson** said I think in this case...**Commissioner Walker** asked can we have a meeting with the Planning Commission at some time as a special session so we could all make clear to all of them at one time what all our expectations are.

Mayor Holland said no that's a good possibility, I don't think we've ever done that. That's a good possibility. **Mr. Richardson** said in this case we have a gentleman on the Planning Commission that's very versed in animal husbandry and they really look to that gentleman for advice on how the animals are being kept and working. I think he felt like the animals were in good condition here and that it was maybe not as bad as the Conservation District had made it out to be given the buffer between the fence and the creek. They did take these into consideration. Sometimes folks have a different perspective of it. It's not that they didn't analyze it or look at it or question it, but that's where they came from. They were more lenient than you all are and I'll take that direction back and to the staff as well.

Mayor Holland said it's been properly moved and seconded for one year. I believe that requires eight votes because it's changing the recommendation of the Planning and Zoning Committee.

Roll call was taken and there were six "Ayes," Kane, Markley, Walters, Bynum, Walker, Townsend and four "Nays," McKiernan, Murguia, Johnson, Philbrook. Motion failed.

Mayor Holland said alright it is still before us without a motion. **Commissioner Walker** said motion to send it back to the Planning Commission. **Commissioner Philbrook** seconded the

motion. **Mr. Richardson** asked, Mr. Walker, would it be appropriate to say to hold that hearing in January to give her some time so the Planning Commission can analyze what's been happening on the site since that point and time. **Commissioner Walker** said that will be fine.

Action: **Commissioner Walker made a motion, seconded by Commissioner Philbrook, to send Special Use Permit Application #SP-2015-56 back to the Planning and Zoning Committee and be taken up in January.** Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

REGULAR SESSION

MAYOR'S AGENDA

No item of business.

NON-PLANNING CONSENT AGENDA

Mayor Holland asked does anyone in the audience tonight or any commissioner wish to remove any item? Any item remaining will be voted on with a single vote. Let the record show no one is moving to remove an item.

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

ITEM NO. 1 – 15189...PLAT: ELDRIDGE CUSTOM HOMES

Synopsis: Plat of Eldridge Custom Homes located at 47th Terrace & County Line Road and being developed by Cary W. Eldridge, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to approve the plat and authorize the Mayor to sign said plat.** Roll

call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 2 – 15187...PLAT: LEGENDS AUTO PLAZA SECOND PLAT

Synopsis: Plat of Legends Auto Plaza Second Plat located at North 98th Street & Parallel Parkway and being developed by Schlitterbahn Water Parks and Resorts, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Action: Item removed from agenda at the request of the developer.

ITEM NO. 3 – 15188...PLAT: MELROSE MANOR

Synopsis: Plat of Melrose Manor located at 1002 County Line Road and being developed by Ellen R. Melrose, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to approve the plat and authorize the Mayor to sign said plat.** Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

ITEM NO. 4 – 15193...APPOINTMENT/REAPPOINTMENT: BOARDS & COMMISSIONS

Synopsis: Appointment/Reappointment to Boards and Commissions:

Appointment of Melissa Bynum to the KCATA, 10/29/15 – 6/1/19, submitted by Mayor Holland
Reappointment of Barbara Jolley to the SSMID Board, 10/29/15 – 5/30/19, submitted by Commissioner Markley.

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

ITEM NO. 5 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated October 15 and 22, 2015.

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

ITEM NO. 6 – MINUTES

Synopsis: Minutes from regular session of September 24, 2015.

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

ITEM NO. 7 – 15204...APPOINTMENT TO BOARDS AND COMMISSIONS

Synopsis: Appointment of Deidra Tolon to the Alcohol & Drug Fund Advisory Committee, 10/29/15 – 5/30/17, submitted by Commissioner Philbrook.

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

PUBLIC HEARING AGENDA

No items of business.

STANDING COMMITTEES’ AGENDA

Mayor Holland said we have the CDBG Reallocation and Grant Application Process that has been requested by the committee to be fast tracked to tonight. I’ll turn it over to Wilba Miller for presentation.

October 29, 2015

ITEM NO. 1 – 15164...CDBG REALLOCATION AND GRANT APPLICATION PROCESS

Synopsis: Request approval of the 2016 application for CDBG funding and approve a timeline to implement the CDBG grant application process for allocated dollars from 2015 and 2016, submitted by Wilba Miller, Community Development Director. This item was scheduled to appear before the Administration and Human Services Standing Committee, co-chaired by Commissioner Bynum, on October 26, 2015. It was requested, and approved by the Mayor, to fast track this item to the October 29, 2015 full commission meeting.

Wilba Miller, Director of Community Development, said as you know during the budget process I was directed to create a new process for the application of CDBG funding. We've met with the Administration and Human Services Committee twice now and have given a version of a 2016 grant application for CDBG funding. We've attached to that a timeline to implement the grant application process for a total of \$608,000 to begin advertising and marketing next week, the week of November 2nd, to have a deadline of December 11th for submission and to bring back to the Standing Committee in January.

Mayor Holland said Commissioner Bynum you chaired this item. Is there any statement you'd like to make about it? **Commissioner Bynum** said I chaired it this past Monday when Commissioner Markley was out of town. Very little discussion, it was very late and we voted to move it forward to full commission. **Mayor Holland** said alright it is before you.

Commissioner Kane said you did a great job and we put a lot of pressure on you as we always do. I think the changes are going to make a big difference for all of us as we go forward. I'd like to make a motion that we approve the change.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve.**

Commissioner Walker said the only comment that I want to make is on some of these where there's boxes is there somewhere I've missed where it says if you need to attach additional

October 29, 2015

pages. Like for example, “History of the Organization”, not a lot of space to put it there. **Ms. Miller** said yes sir that agenda item went out two weeks ago. We’ve made some changes. We’ve now made it a fillable PDF and it’ll be online and they will be able to submit either by mail, on our online or hand delivered and they can add as much as they need to. **Commissioner Walker** said very good and thank you.

Roll call was taken and there were ten “Ayes,” McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

Mayor Holland said that brings us to our final item tonight. It’s a blue sheet item. There was a grant that we agreed as a Commission to vote to move forward for application back in May, but we’ve had some time to look into this further and I’m going to ask Mr. Bach to make comment and prepare us for this presentation.

ITEM NO. 2 – 15168...GRANT: BODY WORN CAMERAS

Synopsis: Action requested on a \$352,500 grant from the Federal Department of Justice for the Body-Worn Camera Policy and Implementation Program, submitted by Jenny Myers. On October 26, 2015, this item was presented to the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, for discussion only. Action needs to be taken on the grant by November 4, 2015.

Doug Bach, County Administrator, said the concept of the body worn cameras as the Mayor’s pointed out was one opportunity for a grant came forward to us earlier in the year. At that time the Commission gave us direction to go ahead and submit application for the grant; however, with the caveat that we were concerned about: 1) policy that would be in place in relation to body worn cameras, and 2) investigation of other ancillary costs and issues related to these.

As we’ve progressed through the year we’ve now reached the point where we were fortunate to receive the grant; however, we were still continuing our research as to some of the different aspects, many different issues on policy, but some that the Chief had put together with his staff was related to the costs of not just buying the cameras, but also the on-going operation of those. That is what he brought forth to the Committee on Monday night.

The Committee did offer up direction in this regard; however, we didn't have it setup for a formal vote. It really I think does need to be in that place and I can speak to that a bit, but I'd like to turn it over to Chief Zeigler for him to offer his presentation that he set out before a committee on Monday.



Terry Zeigler, KCK Chief of Police, said I wish I could come here and tell you that this has already been done. A body worn camera project is out there and we could just copy that model and roll it out, but it's not. Law Enforcement is struggling with body worn cameras and there's a lot of issues surrounding them that—Law Enforcement Agencies; 1) being costs is learning as they go along.

COST OF BWC PROGRAM												
Enter Variable Here	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Number of cameras purchased		235				118	117				118	117
Number of cameras in use 24-hrs (patrol stations)		89										
Number of cameras in use 8-hrs (COPPS, TSU, SOU, etc.)		67										
Average minutes recorded per shift (per officer)		360										
Short term storage duration in days		120										
Long term storage percentage		20%										
Estimated Costs	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
New Cameras Purchased	\$0	\$111,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Camera Updated/Replaced	\$0	\$0				\$56,050	\$55,575				\$56,050	\$55,575
Client Software License Fees	\$0	\$0	\$15,275	\$15,275	\$15,275	\$22,945	\$22,945	\$22,945	\$22,945	\$22,945	\$22,945	\$22,945
Short Term SAN Purchased	\$0	\$673,334					\$673,334					\$673,334
Long Term SAN Purchased	\$0	\$134,667					\$134,667					\$134,667
Google Fiber	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Admin. Support Specialist (salary \$38,397 + benefits \$21,850)	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247	\$60,247
TOTAL ANTICIPATED YEARLY COSTS	\$560,247	\$979,873	\$75,522	\$75,522	\$75,522	\$139,242	\$946,708	\$83,192	\$83,192	\$83,192	\$139,242	\$946,708
Total Cost of Program (10-years) = \$3,347,150 (Today's Costs)												

We came up with the initial plan, we submitted a grant and since then we've continued to do more research. These are the current figures based on what we think would be a good camera project and one that we would want to sustain.

We applied for the grant and we had asked for 235 cameras. That puts a camera on every officer that is involved in some type of contact with the public or enforcement action. As we start trying to figure out cost based on how many videos we're going to store, how long and all of that, we start going down and we look at number of cameras in 24-hour use, number of cameras in eight hour use and that becomes important when you go down and we plug these numbers into a formula that L-3 gave us to determine cost.

One of the big factors is when you look at the average minutes recorded per shift per officer, we came up with 360. There are a lot of schools of thought out there on how long a camera should run. Some people believe that from the moment the officer shows up in roll call he hits record, it stays on, he comes off duty, he hits the camera again and he turns it off. That takes eight hours of recording which drives the cost of storage. We're looking at it. The best information we have we came up that our officers on average will record about six hours of video per shift per officer.

Then, we go down and we look at short-term storage. These are the videos that an officer is going on a call turns on the recording, it's an alarm call, he gets out he walks around the building nothing there to capture, he turns the camera off. The video is of no value to us. We would hold those videos for four months or 120 days; short-term storage.

So then we said the next number we had to come up with was long-term storage. There are no guidelines out there on what percentage of videos captured by law enforcement should or have to be maintained for long-term storage meaning two years, five years or 20 years. We determined from our best estimates that probably 20% of our videos would have to be saved long-term.

We plugged all these numbers in and the next thing I just want to point out to you that's important is the cameras have to be replaced every four years. Initially we'd replace half the fourth year and the other half the fifth year to try and control the cost and how it hits our budget. Then we get down to the dollars. As we stepped through this new camera purchase in 2016 is \$111,000 for the cameras. This year in 2015 we factored in fiber cost. We had asked about Google, the PD was under the assumption that we would get Google Fiber. There were some hiccups there with Google. We were told no. I went out to price to find out what fiber would cost for us to pay for it and it's \$500,000 to connect all of our substations. We have to have fiber in order to implement a camera project. The reason being is we have to put—we have to connect fiber to every substation back to Police Headquarters where all the servers and data would be stored.

Right now in our in-car cameras we're moving little media cards. We have a sergeant at the end of the shift to pull the card out, put it in an envelope, drives it to Headquarters. The Administrative Assistant plugs it into the computer, downloads the video, erases the video, gives it back to the sergeant in an envelope. He drives back out to the station and he puts it back in the car. It is completely inefficient. We cannot do that with body cameras so we need fiber.

I've been told that right now it looks like that we'll be able to get fiber for somewhere under \$100,000 through Google. That brings the cost down, so you're looking, it's a \$400,000 savings, it'll be \$160,000 this year.

The next cost that we didn't have the first time was this Administrative Support Specialist. Currently we have an Administrative Support Specialist who manages our 19 in car cameras. It takes about 50% of her day to do what I've just described, download videos onto the server and then go through and say okay here's a work order for a video from a pursuit. I've got to download this. She has to tag it, she's got to put the CD down in the property room. It takes a lot of work. With 235 body cameras there is no way that that employee is going to be able to manage all those videos and the in-car camera. We will have to add an employee to our pen inventory. We're going to have to hire somebody else to help manage that.

October 29, 2015

We spread the cost; there's a rule, we spread the cost out over ten years. I kind of progressed it out ten years so you can get a view of long-term cost and roughly we're at \$3.3M. Let me just say this caveat. That is \$3.3M in today's cost. That's today's cost that is replacing our storage servers every five years. That is where a big portion of this cost comes in because the servers to store the short and long-term data or files is about \$800,000. We have to replace that every five years.

We looked at doing Cloud storage. Before the issue of body cameras came up, our motorcycle officers requested that the department buy body cameras because they do a lot of car stops and they don't have anyway to record them. We hooked up with a company and we were experimenting with them and we were using a Cloud server. The initial reports were the cloud server works real well. The company would manage our data, delete our data, purge our data, according to what we tell them. It was \$25 a month per camera. The problem is Ferguson happened. When Ferguson happened, the same company notifies us that they're going to \$55 a month per camera to store our files on the Cloud. When we called to find out why such a drastic jump, they said because cameras are going to be in demand, our servers on the Cloud are going to be in demand so we have to raise the cost. When we looked at this project we believed that the best way for us to possibly control cost is to have our own servers to store our own videos on.

Those are all the big cost. There are a couple of things that I can't predict for you. This year the state of Kansas came in and they had a bill proposed by one of the state legislators to come in and regulate how law enforcement agencies in the state of Kansas use body worn cameras. They had things like how long files would be stored, what would happen if a complaint or lawsuit was filed against an officer and the officer for some reason did not record that event that the evidence—the courts would look at it most favorable to the complainant in those situations because they should have been videoed.

I don't know what the legislature will do, but I can tell you this, if there is legislation introduced that makes us save our files longer or videos longer or it says that files will run for a complete eight hour shift, these costs will go up substantially. There are some unknowns in there. We did get the federal grant. The federal grant is for about \$352,000 and over a ten year period that's not much going to \$3.3M, that's just believing that the costs will never change over the next ten years. If you have any questions, I'll be more than happy to try and answer them.

Commissioner Kane said the Chief comes to our committee the other day and I thought boy this is going to work out pretty good when we first started talking about the body cameras. That'll protect our officers, protect the people that live here. Then if we go back to when we were forced to buy radios that were compatible to the metropolitan area at a cost of \$2M, you know you sit there and you're like oh, because as I said the other day this is the expense that keeps on giving and the unknowns are more than the knowns and like right now the cameras are at a premium because I think only one or two corporations makes them. **Chief Zeigler** said I'm not sure how many right now, Commissioner. **Commissioner Kane** said it's not very many and eventually it'll be flooded and it will be more and they will be cheaper obviously, but this is an expense that I don't think this Commission can take on as much as I would like to take it on. Would it be impossible to fund this and still maintain our mill levy where it's at? I don't know what anybody else thinks, but I'm not ready to purchase something that's this expensive.

Commissioner Bynum said when you came to the standing committee originally and we talked about applying for the federal grant and then I think when you came back we were supportive. There's support for the concept of the body worn camera. I felt like at the time that we gave approval to apply we were putting that grant ahead of making the policy and I still feel that way today. We see that there are expenses associated with it that we have not anticipated. It's a very expensive proposition.

There are a lot of unanswered questions and I think that in general we have expressed support for the notion, but there's a lot of work to do ahead of implementing a project like this. I think we're going to be asking that we deny the grant. The last thing I have is a question for you. A year or so ago we were at a Livable Neighborhood's dinner and there were officers there from Topeka. I'm certain they were wearing body worn cameras and I'm wondering if we've reached out to our friends in Topeka to talk to them about what policies have they created. How many of their officers are wearing them. Those are our friends over there. Those are our former KCK Police Department folks. I'll bet they'll tell us what they're doing. If we haven't, we should ask them, but I think we're going to be, is it a motion? **Mayor Holland** said you are welcome to make a motion.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Kane, to deny the federal grant for Body Worn Cameras.**

October 29, 2015

Commissioner McKiernan said, Chief, I'm not going to say that I don't have a life, but I actually watched your presentation on television Monday night. I will say I was stunned when you put the yellow letters down at the bottom of this slide and estimated out the total cost or the cost of ongoing operations, it was much, much higher than I had anticipated. I think you've done a nice job of outlining where those costs come from, and if anything, my thought was you probably estimated conservatively on this and the actual cost of operation would probably be higher than that.

This comes with capital cost and personnel cost that I didn't really think about the first time around. Not that I'm asking you to do it, but I'd just be curious to know—you know every year when we go through CMIP for example, we ask you to prioritize. Out of all the possible things that you really should purchase or lease or replace for the standard operation of your police department where these would fall in—and I know that it's hard to estimate that because these have proven to be or could potentially be an extraordinarily valuable piece of equipment for the protection of both our citizens and our officers. Back to what Commissioner Kane had said here, there are so many other things that your Police Department requires because we've put off these purchases for so long that I'm struggling with where this fits in the priority matrix.

Chief Zeigler said if I can comment on priorities. Looking at this project it would be nice to have. There are some things that we could do in advance. I think probably one of the biggest things that this has brought out is that we've got to get fiber. Fiber will improve the efficiency in the way we handle our in car cameras. That is huge for us. Once that piece is in place then we can look at what would it take to build this project out over years instead of doing it now and jumping into the money and really obligating ourselves to some unknown cost.

The fiber is huge. That'll be one of the top priorities for next year for us. It's getting the money to be able to secure fiber to all of our substations back to headquarters.

Commissioner Townsend said I just want to reiterate the point brought up by Commissioner Kane and I agreed Monday. I sat in on that committee meeting and it put in perspective these number for me that the grant we're getting would be the rough equivalent of just one year and then that's it. I agree that this would be great to have, but something else you said Monday night that stuck with me as well was the status of our in car cameras. Are they okay? Where are we with that and the expectation that you mentioned on Monday night if people see these,

they should be functional and the equipment that we have should be usable? It would be great to put the emphasis on that to keep what we having going and look to this in the future with some more money and some more time. This would be great to have, but I just think right now the numbers we can't do it.

Chief Zeigler said the question about the in-car cameras, I think there's about \$700,000 budgeted towards this if we would have got the grant. That would be great money to get our in car camera system where it needs to be; paying for the fiber, making sure that they're on good repair and add them to some of the patrol cars that don't currently have them.

There's money I think budgeted for next year that was budgeted for this that could go to make that project or that program very solid.

Commissioner Johnson said, Chief, I just want to commend you for the work you put into this and all the work the officers are doing that are a part of the force. I had some opportunity to just observe them in recent days and I was very impressed with them. Congratulations on that. I would say while I agree that the numbers don't really—they don't add up so to speak, I would encourage you to look for opportunities as we go along. God forbid one situation occurs and maybe our perspective changes, I hope and pray, I genuinely hope and pray that never happens in our community, but I would say don't let this die. Don't let this issue die. We know it doesn't make sense in terms of dollars and cents, but something could happen and we see it everyday, something happening all the time. I would just ask that you keep this as something we're continuing to look into for opportunities where that cost may go down, creative ideas that may allow us to offer some type of alternative solution. I would just ask of that from you.

Commissioner Murguia said thank you, Chief, for your presentation. It was very well done and packed full of facts which I always appreciate. I will just tell the Commission that when this topic first came up in front of the Commission, since I'm not a police officer and I don't know about security, I didn't really know what to think. I've made it a practice now of reaching out to some researchers over at the University of Kansas to ask them what the latest data says on body worn cameras for police officers. At that time prior to—this was after the vote by the time they got back to me, they had said that there were definitely downsides and especially in terms of the costs tradeoff and data storage issue which just is emphasizing what you're already

saying. Balance of cost to value was a big piece of that and also that the view is only where officer's chest body is oriented and can't take in the periphery so can't equal the view of the officer. I wish I sounded that smart, but that's right from the doctor that researched the data for me.

It wasn't just a cost issue, but I would add that at the time that she collected this data for me, it was not in favor of officers wearing body cameras. She does admit in her recent, because I knew this was coming on the agenda, she does admit that because so many more cities are implementing the use of body cameras that the research and the data my have changed.

I would just suggest that beyond the cost that we take a look at the latest data when you come back in front of us. **Chief Zeigler** said we will.

Commissioner McKiernan said one last thing. I just wanted to say that I'm surprised. We've had a high speed fiber partner here in Kansas City for a couple of years and I'm surprised and a little disappointed to understand that basically you can't get there from here is what I'm hearing you saying. I would like to follow-up with you and find out what barriers there have been to getting high speed connections from your substations back to headquarters so that we can look at innovative ways to overcome those barriers, because it would seem to me that anything we can do to help the Police Department would similarly help other public safety as well as other governmental operations. I will follow-up with you afterwards. Thank you Chief.

Mayor Holland said I do want to say, and I appreciate the Chief's presentation, and I agree with the Commission that now is not the right time to accept this grant. I hate applying for a grant and then turning it down because I think as a rule that's bad policy. I think as a rule it's looked down upon when we apply in the future to turn down a grant.

The concerns I have obviously the costs are one though I would say \$330,000 through the course in a budget as large as our Police Department how much money we spend on police, I think is not an unreasonable amount of money to think about for our program, if it's the right program and I think that's the key. I think we do need some time to think about it. My experience is everything we want to do cost more than we wish it did. I think the concerns too that I do want to echo what Commissioner Johnson said. I don't want to just say no we've decided tonight that we're not doing body cameras. I think what we're deciding tonight is that we're not prepared to take this grant because we're not ready to move forward on the cameras

under this format. Now if they'd give us a two year, an 18 or 24 month push to say would you give us 24 months to decide and we could look into it more, that might be worthwhile. If they wouldn't do that because there might be other departments that are further along and ready to go than we are, they might want to reallocate it, but I always hate to turn down money. I also agree that it is only the cost of the initial camera purchase and it doesn't even cover the cost of the storage purchase. As much money as it is, someone pointed out it's only 10% and like grants that are 50% and 80%, those might not be out there.

While you're continuing to look into this I really want to look into best practices for privacy issues. I'm very concerned about police officers walking into someone's home who have had a call for help and maybe it's a CIT call, maybe it's a member of their family having a mental health or behavioral health crisis, I want to make sure that video protects the confidentiality of our residents and it isn't simply available for a public information request. That kind of video would compromise really the privacy of someone's home.

Police find people sometimes in their worst moments of their lives and I would want to make sure that if it's not the commission of a crime that that video is able to be protected so we protect those privacy concerns of our citizens. I know cities are wrestling with those because that's one of the hot topics I hear about when I hear about that. I'd want to make sure we had a clear policy for what videos are even releasable and why maybe we don't store them for 120 days just for any reason. I just want to make sure there's a clear protection of people's privacy. I don't know if you already have a policy that you're working on in that regard.

Chief Zeigler said we do because the grant was going to give us six months to come up with a policy and we've got a rough draft of a policy, but here's what has to happen. We were going to go to Livable Neighborhoods, Fraternal Order of Police, The Law Enforcement Advisory Board, the DA's Office, City Prosecutor's Office and let them review the policy and then meet with them to see if they had any suggestions.

We have looked at the privacy issue. As good as our policy may be or become the issue is whether or not the state will come in and legislate that these videos have to be open record, that a third party can get access to the videos. Those are the unknowns that we don't know. Jenny Myers has been involved in this with us from the beginning from Legal. She's done a whole lot of research. She sits on our Policy Review Committee and we felt like we were in a position to probably start moving forward with the policy if the grant was accepted. The

unknown would be what's the state going to do. **Mayor Holland** said that's an unknown in a lot of areas of our life up here on this Commission.

The other issue is I do like the idea of the money that you have allocated to match this grant going towards the car cameras and the infrastructure to get this setup. Perhaps some of the infrastructure purchased for the car cameras could be purchased that could begin to prepare the way for the eventual movement to the body cameras. I just want to say I feel strongly that body worn cameras are probably the wave of the future.

I do think because of the cost it's worth being cautious and seeing how other cities, how it's developing in other cities because I do think I mean the statistics do show that it reduces complaints against police by some 80%. It also reduces incidents of potential violence for citizens. I think it's a benefit to both our officers and our citizens to have these long term.

Most of us up here have sat in executive sessions when we've had legal action against the city and we've had to make payouts to claimants because of behavior that wasn't conducive with our values and expectations and didn't go with the law. We've had to make those kinds of payments. I think from a fiscal responsibility perspective those payments tend to range in \$250 to \$500,000 range and it doesn't take very many of those for this to seem like a bargain what you're offering up here if we can prevent those. I do know of one specific case right after Ferguson there was an arrest made and there were allegations made of abuse and racial abuse. That dash camera was working, it was on the site, media came over and viewed that and walked away and said it was nothing because the officer had acted absolutely in the right manner and everything checked out on the video.

There is great value to our community and to our officers and to our citizens. I want us to continue to push this out and again just to monitor other cities. These best practices are moving fast and really we just have current practices, maybe not even best practices yet.

I would say I'm comfortable turning down the grant today. We have a motion and a second, but I hope that we can—I do have a question. Chief, do you think there's any value in asking for a 24 month extension? **Chief Zeigler** said if you ask for a 24 month extension I mean it won't change the cost here, but still the unknown is the state. The Police Executive Research Forum (PERF) the executive director of that, Chuck Wexler, has stated that law enforcement agencies should move very cautiously toward a body worn camera program because of the issues of privacy, because of the issues of cost, because the camera like Commissioner Murguia said it doesn't capture everything. Once we put a camera on an officer,

there will be an expectation in District Court and Municipal Court that there will be video of the incident. I think what happens if there's no video, you'll find that conviction rates will go down because the courts and the public will become dependent upon that evidence. Those are some of the things that the current people who are looking at what's going on in law enforcement, that's some of their thoughts.

Twenty-four months, I do like the idea of strengthening our in-car cameras. Our in car cameras have been invaluable. Accidents do happen when we're in pursuits. We've gotten good videos from that that have helped our position. That program has not been as strong as it could be. By getting the fiber in I will improve the efficiency in which we move the data from the car to headquarters which is a big plus. It will save huge manhours and then also putting more cameras out there. I really like that idea and kind of build the infrastructure for the body worn cameras and then let's see what happens with the legislature.

Mayor Holland said I'll accept that as a no, it's not worth pushing it for two years.

Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

Mr. Bach said I just want to clarify and I believe this is the clear direction since we authorized \$500,000 to go toward this grant, that this governing body is giving me authority to work with the Chief as we go through and identify other expenditures we'd have in relation to the fiber or the car cameras, that we can direct money for that in the coming year. **Mayor Holland** asked do you need a motion Mr. Bach. It is \$500,000. **Mr. Bach** said the budge revision I would have to move through, but we can go through and submit as we come along, but we can start down that direction and then I can submit budget revisions to the Standing Committee as we go along. They'll show you where the money is.

Action: **Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve that the Administrator and the Police Chief work together to reallocate the current allocation as stated today.** Roll call was taken and there were ten "Ayes," McKiernan, Murguia, Johnson, Kane, Markley, Walters, Philbrook, Bynum, Walker, Townsend.

October 29, 2015

COMMISSIONERS' AGENDA

No items of business.

LAND BANK BOARD OF TRUSTEES' AGENDA

No items of business.

PUBLIC ANNOUNCEMENTS

No items of business.

MAYOR HOLLAND ADJOURNED

THE MEETING AT 8:39 P.M.

October 29, 2015

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Bridgette Cobbins
Unified Government Clerk

October 29, 2015

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

REGULAR SESSION
THURSDAY, NOVEMBER 12, 2015

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, November 12, 2015, with nine members present: Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Johnson, Commissioner Fourth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Holland, Mayor/CEO, presiding. Murguia, Commissioner Third District; and Kane, Commissioner Fifth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Melissa Mundt, Assistant County Administrator; Bridgette Cobbins, Unified Government Clerk; Ken Moore; Interim Chief Counsel; Mike Tobin, Interim Public Works Director; Marlon Goff, Economic Development; Terry Brecheisen; Public Health Director; Emerick Cross, Commission Liaison; and Captain Michael Vivian, Sergeant-At-Arms.

MAYOR HOLLAND called the meeting to order.

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

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

Mayor Holland asked if there were any revisions to the agenda. **Bridgette Cobbins, UG Clerk**, said yes, Mr. Mayor, a blue sheet has been distributed. Under the Mayor's Agenda, Item No. 1, is a new item. It is a proclamation proclaiming November 12 as Kansas City Royals Day.

Consent Agenda, we have a correction under Item No. 4. The appointment should be for Linda Johnson to the Wyandotte/Leavenworth Advisory Council on Aging.

Standing Committee Agenda, we have Item No. 1. That item needs to be deleted. It is Item No. 1582 to request an honorary street name. On October 26, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, voted 4 to 2 to deny this request.

Our final item on the blue sheet is a corrected item. It is Item No. 2 to set a public hearing regarding the proposed Rainbow Village project. Those are all the additions.

MAYOR'S AGENDA

ITEM NO. 1 – PROCLAMATION

SYNOPSIS: Proclaiming November 12, 2015 as Kansas City Royals Day.

Bridgette Cobbins, UG Clerk, read the proclamation as follows:

	Unified Government of Wyandotte County/Kansas City, Kansas
<i>PROCLAMATION</i>	
WHEREAS,	the Kansas City Royals posted a regular season record of 95-67 and clinched the American League Central Division Title on September 24, 2015; and
WHEREAS,	in October, the Royals began post season play for the second consecutive year; and
WHEREAS,	with a, "never-say-die" attitude, the Royals staged dramatic, come from behind victories against the Houston Astros and the Toronto Blue Jays, securing a spot in the 2015 World Series, facing the New York Mets; and
WHEREAS,	on Sunday, November 1, 2015 the Royals, yet again, used extra innings to come from behind and win Game 5 of the World Series, earning the title of 2015 World Series Champions; and
WHEREAS,	estimates of 800,000 people attend the Royals' victory parade and rally on November 3, showing incredible support and pride in their hometown baseball team; and
WHEREAS,	the Buildings and Logistics Department at the Unified Government is to be commended for lighting up City Hall in, "Royal Blue" to celebrate the Royals post season success.
NOW, THEREFORE,	I, Mark R. Holland, Mayor/CEO of Wyandotte County/ Kansas City, Kansas, do hereby proclaim November 12, 2015, as:
"Kansas City Royals Day"	
In Wyandotte County/Kansas City, Kansas and congratulate and thank them for an amazing season of baseball that has energized the community once again. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.	
MARK R. HOLLAND, MAYOR/CEO	

NOVEMBER 12, 2015

Action: Proclamation presented.

Mayor Holland said a very exciting week. It was nice to have a snow day last Tuesday. I was hoping we'd have a snow day every Tuesday to continue to celebrate. I do want to commend Buildings and Logistics. It's a great photo of city hall lit up in blue. We appreciate their hard work getting that done.

CONSENT AGENDA

Mayor Holland said that brings us to our Consent Agenda. Would anyone in attendance tonight or any Commission like to remove any item from the Consent Agenda? Any item not removed will be voted on as a single vote.

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

ITEM NO. 1 – 15144...GRANT: KANSAS BASED BREASTFEEDING PROMOTION

SYNOPSIS: The Unified Government Public Health Department's WIC Program has applied for a \$3,000 Kansas Based Breastfeeding Promotion Projects grant from the Impact Funding Team organization, submitted by Terry Brecheisen, Health Department Director. No match required. On October 26, 2015, the Administration and Human Services Standing Committee, co-chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

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

ITEM NO. 2 – 15161...GRANT: BABY AND ME – TOBACCO FREE

SYNOPSIS: Request approval of a \$4,999 grant application to the March of Dimes for “Baby and Me – Tobacco Free,” submitted by Terry Brecheisen, Health Department Director. No match required. On October 26, 2015, the Administration and Human Services Standing Committee, co-chaired by Commissioner Bynum, voted unanimously to approve and forward to the full Commission.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

ITEM NO. 3 – 15163...PLAN: SOLID WASTE MANAGEMENT

SYNOPSIS: Request review and approval of the 2015 Annual Review and the 2015 5-year update of the Wyandotte County Solid Waste Management Plan as required by the Kansas Department of Health and Environment (KDHE), submitted by Mike Tobin, Public Works Interim Director. On October 26, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

ITEM NO. 4 – 15234...APPOINTMENTS/REAPPOINTEMENTS: BOARDS AND COMMISSIONS

SYNOPSIS: Appointment/Reappointments: Boards and Commissions

Appointment of Linda Johnson to Wy/Leavenworth Advisory County on Aging, 11/12/15 to 5/30/15, submitted by Commissioner Philbrook

Reappointment of John “Tiny” McTaggart to Wyandotte County Park Board, 11/12 15 to 5/30/17, submitted by Commissioner Walters

Reappointment of Victor Trammel to Alcohol & Drug Fund Advisory Committee, 11/12/15 to 5/30/19, submitted by Commissioner Johnson

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve. Roll call was taken and there eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

ITEM NO. 5 - MINUTES

SYNOPSIS: Minutes from regular sessions of October 1 and 15, 2015, and special session of October 15, 2015.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to approve. Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

ITEM NO. 6 – WEEKLY BUSINESS MATERIAL

SYNOPSIS: Weekly business material dated October 29 and November 5, 2015.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to receive and approve fund transfers. Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan

PUBLIC HEARING AGENDA

No items of business

STANDING COMMITTEES’ AGENDA

ITEM NO. 1 – 1582...REQUEST HONORARY STREET NAME

SYNOPSIS: A communication from members of the Evangelistic Center Church, 1800 Washington Blvd., requesting an honorary street name designation at 6th Street and Quindaro Blvd. in honor of Rev. Willie C. Vaughn, Jr., submitted by Lideana Laboy, Public Works/Traffic. (Sign to read: Rev. W.C. Vaughn, Jr. Ave.) On October 26, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, voted 4 to 2 to approve and forward to full commission

Action: **Item previously deleted from the agenda.**

ITEM NO. 2 – 15235...DISCUSSION: CONSIDERATION OF CREATION OF A TIF DISTRICT

SYNOPSIS: Discussion of an urban redevelopment proposal at Rainbow Village which includes the creation of a TIF redevelopment district, submitted by Marlon Goff, Economic Development. If the development agreement is advanced from the November 9, 2015 Economic Development & Finance meeting, it is requested that a notice for a public hearing be fast tracked to the November 12, 2015 commission meeting to set a public hearing for December 17th for consideration of the TIF District.

Doug Bach, County Administrator, said this specific project is in reference to the Rainbow Village project. The request this evening before you is just to establish a public hearing date for December 17 which would create the district. This particular proposal does not have any project plan with it which would give it any specific approvals nor does it have a development agreement. We are specifically at this time just looking to establish a public hearing and it would set forth the district area for which a future development could be placed there.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to set the public hearing for December 17.**

Mayor Holland said to be clear, this is a district only without a project or without a development agreement.

Mr. Bach said I need to clarify too, this does come, as I said, there is a second resolution that is part of this that we need as part of the motion that came from the standing committee and it's laid out in the packets but that is one that also provides for the change in the University-Rosedale Urban Renewal Plan so also set that in the motion as well.

Commissioner McKiernan said update my motion to include both public hearings.
Commissioner Murguia said update accepted.

Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

Action: **RESOLUTION NO. R-65-15**, “A resolution calling and providing for notice of a public hearing to be held on December 17, 2015, on the advisability of creating the Rainbow Village Redevelopment District in the Unified Government of Wyandotte County/Kansas City, Kansas.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

Action: **RESOLUTION NO. R-66-15**, “A resolution calling and providing for notice of a public hearing to be held on December 17, 2015, on the advisability of amending the University-Rosedale Urban Renewal Plan.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

ADMINISTRATOR’S AGENDA

ITEM NO. 1 – 15233...RESOLUTION: SET PUBLIC HEARING ON METROPOLITAN TIF DISTRICT

SYNOPSIS: A resolution setting a public hearing on December 17, 2015, to consider an amendment to the Metropolitan Redevelopment TIF District and Project Plans as part of the proposed location for the new South Patrol Police Station.

Doug Bach, County Administrator, said this item is one that is being done in accordance with the direction we have from the standing committee which would allow us to move forward with the construction of a south patrol police station in the Argentine Development District. The current TIF area does not allow for the inclusion of public buildings to be included with the TIF dollars so we need to do this amendment therefore as the TIF District goes forward and generates enough revenue we can use that directly for this building. This activity would just be setting the public hearing for December 17 and then we’d have the hearing on it that day.

NOVEMBER 12, 2015

Action: **RESOLUTION NO. R-67-15**, “A resolution calling and providing for notice of a public hearing to be held on December 17, 2015, on the advisability of amending the Redevelopment Project Plan for Project Area 2 within the Metropolitan Avenue Redevelopment District in the Unified Government of Wyandotte County/Kansas City, Kansas pursuant to K.S.A. 12-1770 et seq.” **Commissioner McKiernan made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken and there were eight “Ayes,” Johnson, Markley, Walters, Philbrook, Bynum, Walker, Townsend, McKiernan.

COMMISSIONERS’ AGENDA

No items of business

PUBLIC ANNOUNCEMENTS

No items of business

MAYOR HOLLAND ADJOURNED

THE MEETING AT 7:21 P.M.

November 12, 2015

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Bridgette D. Cobbins
Unified Government Clerk

NOVEMBER 12, 2015

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

SPECIAL SESSION, THURSDAY, NOVEMBER 12, 2015

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in special session, Thursday, November 12, 2015, with eight members present: Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Johnson, Commissioner Fourth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District (arrived at 5:48 p.m.); and Holland, Mayor/CEO; presiding. Townsend, Commissioner First District; Murguia, Commissioner Third District; and Kane, Commissioner Fifth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Bridgette Cobbins, Unified Government Clerk; Melissa Mundt, Asst. County Administrator; Ken Moore, Interim Chief Legal Counsel; Maureen Mahoney, Asst. to Mayor/Chief of Staff; Emerick Cross, Commissioner Liaison; Lew Levin, Chief Financial Officer; Debbie Jonscher, Asst. Finance Director; Patrick Waters, Senior Attorney; Mike Taylor, Public Relations Director; and John Turner, Sergeant-at-Arms. Also present was Bridgette Jobe, Executive Director of CVB.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: Johnson, Markley, Walters, Bynum, Walker, McKiernan, Holland.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, November 12, 2015, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building regarding CVB, Gaming Legislation and Tax Lid.

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

Doug Bach, County Administrator, said we talked earlier in the year as we talked to the governing body when we were looking at the CVB and said towards this time of year Bridgette would come and give us kind of a recap of activities that were going on at the CVB and run through things. Then we were going to have a little bit more discussion on objectives and measureable goals which the Commission had expressed a little more concern about, getting an understanding about where we're going with the CVB in the future. As you are all aware we have a contract that runs through 2016 so it was kind of getting our hands around that as we moved into future years.

Bridgette Jobe, Executive Director, CVB said I'm very excited to be here today to be able to share with you what it is the Convention & Visitors Bureau does to market this city to visitors. Today I'm not only going to share what we do, but I'm going to share a little bit of how we do it, how we measure our success and then answer some questions.

As Doug said we will be back for our yearend report probably I'm thinking sometime in January or February, but I am going to give you some of the preliminary results today.

The Mission of the Kansas City Kansas
Convention & Visitors Bureau is to market
Kansas City Kansas as a visitor destination and
to increase the number of overnight stays.



We have a very specific mission with the Convention & Visitors Bureau and every project we do is held up to this mission statement. The end goal of every strategy that comes from the CVB is to increase visitors spending of new dollars in this community and so we are constantly asking ourselves in the office if the dollars we are spending on any project or the staff time we're

dedicating, because sometimes it's just staff time, is going to result in increased hotel stays or visitors spending.

2016 BOARD OF DIRECTORS

UG Mayor or designee	Bill Hurrelbrink
UG County Administrator or designee	George Brajkovic
UG Chair EcoDevo Committee or designee	Commissioner Brian McKiernan
UG – 1/3 representation	Commissioner Angela Markley
Former Advisory Board Chair	Gary Grable, Community First Bank Secretary/Treasurer
Hotelier	Kurt Mayo, Hilton Garden Inn
Hotelier	Bud Nicol, KC Hotel & Lodging Assn.
Retail	Jeff Taylor, Legends Outlets KC Vice - Chair
Restaurant	Greg Jackson, Dave & Busters Chairman
Attraction	Matt Lawrence, Schlitterbahn
Attraction	John Moncke, Sporting KC
Chamber Chair or Designee	TBD

Terms Ending in 2015:
Chris Browne, KC T-bones and Todd LaSala, KCK Chamber designee



Just to remind you a little bit about the CVB as it's structured, we're a 501c6 organization with a 12 person Board of Directors and per our contract with the Unified Government one-third or four members of the 12 directors are from the UG.

I've listed here the 2016 Board of Directors and as you can see they represent the different hospitality categories such as attractions, dining and retail. We do have a couple of directors down at the bottom who's terms are ending at the end of 2015 and I would like to point out Chris Browne who most of you know from the Kansas City T-Bones has been on our board for several years. He's been our Chair for the last two years and he has been a really great leader for this organization and he is just a great cheerleader for this community.

Also, I do want to point out that this Board of Directors is conducting a daylong planning session this December to talk about our strategic plans and goals.

KCK CVB TEAM

Bridgette Jobe	Executive Director
Maila Yang	Marketing & Communications Manager
Kerry Green	Meeting, Group & Event Manager
Rebekah Baughman	Marketing Asst & Visitor Services Coordinator



I also want to point out our CVB team. They are hiding back here behind me. Most of you know me because I'm the one that's always up here in front of you, but I want to make sure that you know Maila Yang, Kerry Green and Rebekah Baughman. All three of these ladies are Wyandotte County residents, they're passionate about their jobs, their community and they are very much leaders in the tourism community. Those are the people that make up this organization.

Over the past year or so there have been a lot of discussions in Commission meetings about the CVB and what we do in our outcomes. It's important for you to know that we went back and we reviewed every Commission meeting and we took notes on any concerns, questions, suggestions, ideas that you may have brought up. Then we as the staff and then as the full board discussed each one. We talked about what we had done in the past, what we were currently doing, how we could better address it for the future and if there were any changes that would be made.

We also explored some ways that we could better communicate to you as the Commission what we are doing. As I go through the following slides I'm going to identify some improvements and some ongoing conversations that we have.

Each year when the CVB submits our annual budget, in the past we have also submitted a 20 plus page marketing plan and in great detail it has covered what we do, why we do it and how we are going to carry it out the next year. We also would include some matrix from the previous year. What we realized in reviewing that is that our message was getting lost in the

overabundance of information. This year when we submitted our 2016 budget to the UG, and you have this in your packet, we changed the format for our Annual Marketing Plan.

ANNUAL MARKETING PLAN

- New Format
- 6 Objectives
 - ❖ Attract leisure travelers
 - ❖ Attract group and business travelers
 - ❖ Attract sports and special events
 - ❖ Educate local residents: what to do, tourism impact
 - ❖ Support Tourism Product Development
 - ❖ Take an active role in tourism organizations



We cut it down to three pages and put it in a bulleted layout. The objectives are not new. They are just laid out differently and these strategies we will change as we evolve every year. You can see up here we have six objectives and in your packet those are numbered for convenience. They're not numbered for necessarily a ranking of importance. We just needed to number them in some way so we could identify them.

The first three objectives up here identify the type of visitors we are working to attract. I'm going to talk about these more a little bit later in the presentation, but those are the leisure travelers, group and business travelers and we want to attract the sports and special events.

Our fourth objective is to educate local residents. We are a major destination for all kinds of reunions and we are a major destination for what we call the VFR market, that's visiting friends and relatives, and we know that our own residents need to know what there is to do plus the economic impact of keeping their business here in the city.

We also support Tourism Product Development. To keep visitors returning we need new and expanded product that we can market.

We also want to take an active role in the bigger picture, the bigger tourism picture. The CVB is the voice for tourism at the Regional, the State and the Federal level and there are all kinds of legislative issues that will affect travel that we need to stay on top of and so we want to make sure that we are a player at the table.

I do hope that this new format of the Marketing Plan will help you better understand our objectives and our strategies for attracting visitors. By the way that longer detailed report that we used to submit to you is now going to become part of our annual written yearend report that you will get at the end of the year.

MONTHLY REPORTING

- Presented to Board of Directors monthly
 - ❖ Includes activities overview
 - ❖ Hotel statistics
 - ❖ Monthly inquiries, shows and media hosted and generated
 - ❖ Marketing activity and performance
 - ❖ Monthly Sales report



The next thing you have in your packet is a monthly report and every month a report is given to the Board of Directors about the previous month activities and performance. A few months ago we revised the way I was presenting that information into a written monthly report and included in your packet is the September report that we presented to our board in October. I want to real quickly walk through that with you just so I can share with you what it is we review each month.

If you look at the front page of that, and this is the second document that you have, it starts with page 1 and this shows the overview of the major activities for that month and it will just kind of hit on some of the major events or some of the major projects that we are working on and when you flip to page 2 that is going to provide all of your hotel statistics including the monthly statistics where we compare to the same month last year. It's going to give you your weekly occupancy and average daily rate and the comparables to surrounding areas. If you look at page 2, you will notice that in September of this year we had an occupancy of 69.2% compared to 62.9% last year. We had an average daily rate of \$102.59 compared to \$94.55 last year. If you go down, you will see the weekly. We look at each week to see why were some weeks higher, why we're some days higher than the other. We look at every day with that and

then we look at our comparables and if you will notice for the month of September we had for the communities we compare to we have the highest occupancy rate and the second highest average daily rate and so we review that every month.

When you get into page 3 this is where we get into our inquiries for the month. It talks about the shows we've attended and our media report. It says what media have we hosted that month and what media coverage have we generated. Sometimes that will be a couple pages long. It just kind of depends on what's going on that month.

Starting on page 4 and 5 it shows our marketing activity and performance and this is compared to the previous month so we show things like our website statistics, our online direct bookings for our hotels, our E-Newsletter openings, click through rates and all of our social media responses.

When you get to page 6 it shows our sales report for the month. What leads did we receive, what did we book, what did we lose and why did we lose it, and what are we still working on.

This is a report that is presented to and reviewed each month by our Board of Directors and when I come before you at the end of the year you are going to see something like this but in a yearly format so you will be able to see the entire year results.

ONGOING CONVERSATIONS

- Annual Goals
- New Branding
- Collaboration / Joint Marketing



I also want to make sure that you're aware of several ongoing conversations that the CVB is involved with. I met with Doug last week to discuss annual goals for the CVB contract and we

November 12, 2015

talked about creating those measureable goals and relating them back to the six objectives and so we're still working on that and those will be completed before the end of the year.

We've also had some ideas and some conversation on the idea of the overall joint branding concept. As you will remember the CVB has been supportive of that discussion. In fact we had set-aside some dollars in 2015 for that out of our 2015 Budget. I was at a meeting a few weeks ago with Mayor Holland, Wyandotte EDC and the Chamber of Commerce to start that conversation and I think there are a lot of details and a lot of discussion that's going to continue to happen on that idea.

The last thing is collaboration and joint marketing efforts between the CVB, Wyandotte EDC and the Chamber. Greg Kindle and I have met several times over the last few months and we have a very good working relationship and we are looking at some ways that we can better partner and jointly market. We've held a joint staff reception for the three organizations to make sure that the staff all knows each other and that they know what each organization does and what each person in that organization does. I know the Chamber is going to have a new executive soon and so we want to make sure that we continue that relationship and it is the goal of the CVB, and it is my personal goal that we continue to find some creative and effective ways for the three organizations to collaborate and jointly market.

SPORTS & SPECIAL EVENTS

- Limited time events that often result in overnight stays
- May be held in neighboring city
- It's about Sales AND Service
- Award Winning: Group Tour Planners Guide



I want to give you an example of how we work with and market to the different type of travelers. Sports & Special Events we define as limited time events that often result in overnight stays.

This could include anything like when we bid on an amateur sports event, it could be attracting a festival, maybe a marathon or a bike ride, any type of special event and sometimes that special event is not even held in Kansas City, Kansas; it's held in a neighboring city but we know there are ways that Kansas City, Kansas will benefit from the attendees and the participants staying in our hotels or spending dollars in our community.

A good example of showing how we partner with a neighboring CVB to benefit KCK is a project that we're currently working on with Lawrence, KS. Lawrence is bidding on a track and field event for 2017. Kansas City, Kansas does not have the facilities to host this event. Lawrence does but Lawrence does not have enough hotels to put in the bid for the event and so we're working with our local hotels to secure some of those rooms for them to put in with their bid. We're also working with Lawrence in providing video footage and some other information for a video that they are creating as part of their bid package to make the coming to the region sound very attractive. If they do win the bid, we will continue to work with our attractions, our shopping, our restaurants to provide incentives for those participants and their families to come and spend their money here in Kansas City, Kansas on their down time.

An example of a special event is a car show that we have been working on for a while and actually Commissioner Walters first brought us this lead so it's a great example for me to use. We first actually received the lead in 2014 for a show that's going to be held in 2016 and this is a great example of a typical process that we would go through. Our initial meeting with the organizers was in the fall of 2014, in November we contacted eight different potential sites and we set up site visits and took them around to view and visit those different locations. In January of 2015 we found several of our hotels were identified as potential hotel sites that they could use. We definitely booked the business in March of this year and continue to work with them over the summer months on several details. One of the things we provided was the printing for a publicity piece that they took to their 2015 Car Show which was held in St. Louis and we printed that trying to encourage people to come in 2016. We also had one of our staff members go to St. Louis to be at this year's show to talk to people about coming here. We continue to work with them on different details. I know we had a call on pet friendly hotels and vendor space and camping and different things like that and so it's a continuing ongoing process.

The CVB, we provided many options for space and in fact if I'm correct, Commissioner Walters, the site they had originally identified at first where they wanted to hold

this is not where they ended up being. If these organizers would have contacted that site directly it wouldn't have worked out. There is a very good chance they would have moved on to another destination and we would have lost that business without the CVB being there and being creative and coming up with some different ideas. We will continue to work with this group and we will provide welcome bags when they get here and some registration services for when they're here next year.

The last thing I do want to point out on this is we are the award winning, KCK CVB, we just received first place for our Group Tour Planner at the Kansas Travel Conference and this guide is something we use with meeting and event planners and it can be downloaded from our website or we do print hard copies. I will tell you this although we didn't get a trophy for it, but we did come in second for our Visitor Guide and for our Meeting Planners Guide.

BUSINESS AND GROUP TRAVEL

- Business traveler: taking a trip for a work related purpose, often expenses being covered by their employer
- We love SMERF groups
- Convert Business to Leisure
- We get Creative



Business and Group Travel, this is another one of our objectives with the CVB and the business traveler is someone who is taking a trip for a business purpose. It could be a convention, a small meeting, an individual traveler coming here for a business related purpose and we have to work with each group differently because they have a different mindset, a different set of needs and goals. We work a lot with the SMERF traveler and the SMERF traveler is the Social, Military, Educational, Religious, and Fraternal groups. This will include things like class reunions, Kiwanis and Rotary State Conventions, forum for educators or it might be a church event. Again, each one of these have very specific needs and we provide creative ideas for them to find

a place to hold their meeting, resources for afterhours events, and we give welcome and registration services.

One of the goals working with the business traveler is to convert that business traveler to leisure. If there is a meeting in town that we have worked with, we make sure that they know everything there is to do in town, not just what is at their hotel site or their meeting site because we want them to extend their business trip, bring their family along or maybe plan a return visit. A big part of our job is not just the actual booking of the business, but it's the servicing of the business. An example of how we have serviced a business meeting that's been really beneficial to this community is a software seminar group that we work with. This is a group of about 20 people from Kansas and Missouri, it's not a large group, and they hold an annual two days seminar. When they first met with them they were looking for a meeting space and a hotel for one year somewhere in the Kansas City region. While talking to them we found out that they were mostly men and they liked hunting and fishing so of course we ended up booking their meeting space at Cabela's and we found a local Kansas City, Kansas hotel that fit their needs. That first year we did a great job of servicing, we brought them welcome bags, we gave them some ideas for some other dining that they could do in the area and they will be back in 2016 for their seventh year. They were planning to be here one year. It's the servicing that brings the people back.

LEISURE TRAVELERS

- Taking a trip for pleasure

- family travel
- VFR – Visiting Friends & Family
- girlfriend getaways, shopping trips
- sports events - spectators & participants
- festivals, concerts, history hunters
- motorcoach groups – students & seniors



Leisure traveler is defined as a visitor who is coming to Kansas City, Kansas for a non-business related purpose. They are coming for fun. There are a variety of reasons. It might be a family

on a three day weekend, they're here to visit friends, it might be the girls getting away for a shopping trip, they may be coming to a race, and we have people who come just to ride the Verruckt. That's all they do is ride the Verruckt or they're exploring history, but they are getting away for fun and enjoyment.

Every destination in Kansas, every destination in the Kansas City metro, every destination in the Midwest is competing for those travelers and their dollars. The CVB marketing keeps Kansas City, Kansas top of mind as they make their travel destination choices. These people have a choice. A lot of times with business you don't have a choice where you're going. With leisure it is a choice and we're the hub for all visitor information and we provide a complete picture of all there is to do here and we provide the resources for the visitor to find the information they need. We do that in a multitude of ways.

TYPES OF MARKETING



I hope you guys go to our website and VisitKansasCityKS.com because it has a lot of up-to-date information about things that are going on. We use social media; we're very engaged on social media. It's a good way for us to increase visibility and visitor engagement. We use print advertising, but we're very targeted in what publications we use. We target family related or travel publications. We are spending more and more dollars on digital marketing. This is the wave of the future and you're going to see more and I'm going to talk about some of that in just a second.

We have a weekly What's Happening E-newsletter that goes to our frontline hotel workers that they printout and hand to their visitors when they are here, here's what's happening right next door in your community while you're staying here. We have a monthly E-newsletter that goes out to over 5,000 people who have opted in and want more information about Kansas City, Kansas. We're at various trade shows and festivals throughout the year talking to the leisure visitor, meeting planners or group operators. We have a printed guide that we use. You guys have our 2015 Visitor Guide. That is if someone reaches out to us and they want more information, that's the guide we send to them but we also have a companion piece, a brochure that is placed in hotel lobbies and in travel information centers all around. We work cooperatively with area bureau's to produce things like the Kansas City Multicultural Guide and different maps and we provide itinerary and lodging assistance for motorcoach groups. Those are just some of the types of marketing that we do.

MEASURING RESULTS



How do we know what we're doing is affective and I will be honest some markets are easier to measure than others. For instance meetings and groups we know what groups we've booked, how many room nights that booking generated and the typical spending for attending. The software company that I was talking about that's going to be back for their seventh year we know according to the most recent visit KC 2014 Economic Impact Study that the business traveler to the Kansas City region spends approximately \$203 per overnight visit to Kansas City so the direct visitor spending for that small group of 20 people who has come back for seven

years is \$4,060 for every time they come here. That's the direct spending, not including any trickle down effects. I know that a motorcoach group that comes to Kansas City, Kansas spends \$183 per person per overnight stay. A typical motorcoach is 45 people and so the direct spending of a motorcoach that's coming to Kansas City, Kansas and staying here on lodging, food, entertainment is \$8,235 for every motorcoach group that we bring.

With leisure marketing we look at individual marketing efforts to track their effectiveness. One of the great things about digital marketing is the fact that technology allows more options in measuring results. I obviously don't have yearend results, but I do have a couple of preliminary numbers I want to share with you from this year.

MEASURING RESULTS



In 2015 we're using some new technology to help us determine our digital ad effectiveness. It's called Arrivalist and it's a technology that tracks how many visitors come to a destination after they have seen our digital ad. Tracking pixels are attached to each one of our paid media advertisements. It could be a display ad, a mobile ad, an online video and I'm showing you an example here of one of our digital ads we used this year. If someone in Nebraska sees this digital ad either on their desktop computer or on their mobile device, we are able to track when they have arrived in Kansas City, Kansas. We can track where they saw the ad and when they came here. In 2015 we used Arrivalist on digital ads we placed only doing three months May, June and July, and to date we can definitely track 1,170 people who have come to Kansas City, Kansas after viewing these digital ads. It gives us an ORI of \$11.32 revenue generated for every

dollar that we put into that campaign. We are dedicating much more dollars to this next year because we think it's very effective.

MEASURING RESULTS



Another advertising result that I want to share for you is our partnership with Visit KC. That's the Kansas City, MO CVB. We do not have a budget to do TV advertising and Can't Visit KC was not able to include any of the Kansas attractions in their TV spots because they use Missouri coop dollars and so we created a program after a long time of discussing this whereby the KCK CVB partners with Visit KC and we were able to bring in a few of our Kansas City attractions as partners. We were able to target three different markets this year and we used TV, streaming radio and online banner ads. The return on investment from that campaign is \$73 return for every dollar we invested.

IN MARKET CAMPAIGNS



One of the objectives of the CVB is to educate our local residents on what there is to do in KCK. It's kind of a vacation in your own backyard thinking. This year we took one of our leisure campaigns that was originally targeted to our social media audience and we turned it into a very successful in-market campaign. It was 94 days of summer and it was a checklist of 94 things you could do during the summer in KCK and it ran basically June through September, the 94 days of summer. It consisted of a unique website landing page, blogs, summer digital magazine; we had a video and this checklist that honestly was very popular with families. Mom's loved the idea of having a checklist that their kids to do throughout the summer of 94 different things to do. It also resonated really well with local businesses that helped us distribute the checklist and they promoted and engaged with us on social media using the #KCK94Days. We spent very little money on this campaign. It was less than \$4K that we spent on paid social media and we put one ad in the *Kansas City Parent Magazine* but the results were pretty impressive. We reached over 310K targeted people on social media and we have 4,300 new likes and engagements on our social media accounts.

The word of mouth feedback from our local attractions was also very positive in that they were sharing stories with us of families who visited their attraction that they know would have not been there if it would not have been for the 94 days of summer.

MEDIA AND TRAVEL JOURNALISTS

- "We did it! We did the insane 17 story water slide, Verruckt, this morning. Shows what real fear and crazy joy can look like at the same time"
Marci Penner, Kansas Guidebook for Explorers, Kansas Sampler
- "One of the craziest hotels I have ever stayed at! The Chateau Avalon, beside Kansas Speedway (yes, NASCAR) in Kansas City KS has 61 guest rooms, each with a different theme." *Maureen Littlejohn, Travel blog*
- "A few years ago, this was a sleepy sibling to the Missouri version, but after the appearance in 2001 of Kansas Speedway, a 1.5 mile NASCAR track, the area has exploded into fun, fun, fun." *Cynthia Calvert, Texas Tribune*
- "Park your car and get in line for Joe's Kansas City BBQ, a Kansas City, Kansas culinary institution. *Ron Stern, The daily meal.com*



We're looking right now and putting together our plans for our 2016 in-market campaign. Part of our strategies for all types of visitors we work with is to work with the media and travel journalist to create stories about visiting KCK. If you are reading through a magazine or an online publication or even a social media site, a personal endorsement is much more effective than a paid ad. It's just more believable so I have written here a few of my favorite quotes from this past year from media that we generated from our office and a big part of our work with the media is building relationships with these writers and these publications so that they begin to know us and know that they can come back year after year for more information. Working with the media can take many forms. Sometimes we just answer questions on the phone. I had a call the other day from someone who was writing a story and she had a quick question and I was off the phone in 60 seconds but I've worked with her before and she knew me. We provide them with photos for a story that they're working on, we will attend trade shows and meet with travel journalist trying to encourage them to write stories about us and then we actually host them when they are here in the community and take them to whatever it is that they want to write about.

I feel like I have been talking really, really fast and there is so much more that I can share with you and I probably have, but it is impossible to go over everything in the short amount of time and I want to make sure I leave plenty of time for questions. I will tell you when staff was in my office the other day we have some really exciting things that are coming down in the next few

months that I'm going to be very excited to share with you in the near future and somebody was saying they were very overwhelmed and they said but it's a really good overwhelmed because it was just so many exciting things that we are going to be unveiling in the near future.

Commissioner Walker said I would just make a comment that I've heard a lot of reports over the years with this staff and since I've been a commissioner, this data is more in keeping with what I felt I needed to have to evaluate your program. The more data you provide the better, the dollar invested and the return on that investment is impressive. I just think it was a very good report.

Commissioner Johnson said as you look at the events and the groups that are either sent to us or that we go after is there what you all would identify as a sweet spot in terms of the types of events in terms of numbers and/or the actual total dollars invested. **Ms. Jobe** said our sweet spot is leisure travelers. That's the majority of our visitors who are coming here. We do have a great market for the small meetings, the small events. I hear a lot of times go after the sports events. The reality is our hotels don't want them. They usually don't want the amateur sports events. They tear up the hotels, they want a very inexpensive rate and they put about eight kids in every room so it's not something—if I don't have the hotel rooms, it's hard for us to go after those amateur sports events.

Our busy time is definitely through the summer months. When you start looking at our occupancy I think our biggest area of growth is going to be those off summer months. If we can start attracting the events and have the venues where we can hold those off summer events, I think that's probably going to be our biggest area of growth potential. What those are I think that's something probably the board will be talking about in December. I'm not sure if I answered your question completely. **Commissioner Johnson** said I was getting ready to ask you what would that look like typically and you just gave me the answer. **Ms. Jobe** said I had a lady call me today, this is a perfect example, for an event that she wants to do next year and she is sending me some more information on it in June and she wants to be in the Village West area and she has some very specific needs that I'm trying to find the right space for her. The reality is our hotels are pretty full in June. I said do you have anything else. What do you have in September, what do you have in January that you can bring me and unfortunately this is an

outdoor event so I think something that could bring those visitors here where they don't have to be here during the summer months, but I don't know what that is. **Commissioner Johnson** said what is our, and I'm sure it's in this information and I must have overlooked it, what is our capacity? **Ms. Jobe** asked our number of hotel rooms. **Commissioner Johnson** said yes. We have 1,750 with 108 I believe under construction.

Commissioner Bynum said so 1,750 rooms and that includes the rooms that are out west at Village West that are paying STAR Bonds right now and, therefore, that Transient Guest Tax is not coming to the Unified Government; is that right? **Ms. Jobe** said that's our total rooms in Wyandotte County. **Commissioner Bynum** said so you're tracking that anyway regardless of whether we're receiving the guest tax or not. **Ms. Jobe** said correct. We get a report, we pay for it, and it's called the Smith Travel Report or the STAR Report. I can't see an individual hotels information. I can't see how much Transient Guest Tax they've paid, I can't really see anything and most of them will not share. What happens is they share this with Smith Travel and then they put it together in a report. It is the standard that everyone uses and it is the most accurate information about hotel statistics that's out there and that's what we use.

Commissioner Bynum asked do you think that there is still plenty of market for more hotel rooms in Wyandotte County. **Ms. Jobe** said I think that we probably need to think about do we want to keep building 100 room hotels because it limits the type of business that we can bring. That would be my best answer. Again, I think this is a great conversation. I have two board members sitting here and I think this would be a great conversation for us to have at our long-range strategic planning.

Commissioner Bynum asked what other ways does your staff work with the hotels and their employees—you mentioned the weekly update of the handout they could give to their guests, are there other things they do? **Ms. Jobe** said yes, we meet with our hotels on a fairly regular basis. We also have—our hotels are provided the information for two hospitality training programs. One is put on by Visit KC that we actually partnered with them when that was created and it gives those frontline workers the knowledge of understanding why good hospitality skills is important. If you're staying at a hotel and they ask the frontline what else is there to do and they go oh there's nothing to do in town, you know it's that kind of thing. Also, the State of Kansas has one that we've just unveiled and we're getting that information out to try to teach

them more about why hospitality is important. **Commissioner Bynum** said part of the reason I asked that is because we traveled a lot to small towns for very short stays and that's the person we ask when we get there and we're hungry we're like where should we go eat so that's why I asked that question. **Ms. Jobe** said so we do offer those and actually we just had a conversation about some ways that possibly we can help encourage more of our frontline workers to participate in those and they are free.

Commissioner McKiernan said, Bridgette, I just wanted to take a moment to thank you and your staff for all the work you have done to put this together. You and I have had many conversations as I've shared my frustration that I didn't think the CVB was telling its story clearly or thoroughly enough to us here in this room. I do appreciate telling a more thorough story. I'll echo what Commissioner Walker said a moment ago. I appreciate the information, the meat that's actually in this report. I appreciate a couple of new statistics that you just unveiled here that I hadn't seen on paper before in terms of our ROI and I really do look forward to finding more of those ways that we can measure the benefit that you provide to the community, not just in terms of the hotel rooms, but in terms of the total visitor experience and the total economic impact of those visitors across all of Wyandotte County so thank you very much.

Mayor Holland said you had a slide of Board Members you said were coming off. Do you tenure on your board for how long people are on there? **Ms. Jobe** said we do, you're making me think here, I believe they are three-year terms and after the third three-year term they do have to come off by our bylaws.

Commissioner Walker asked any suggestions on attractions that we should be pursuing that are lacking in this community that you think our visitors want. **Ms. Jobe** said I think I already spoke to the time of year issue. You know anything that's indoors that can be done during non-summer months is always going to help bring those visitors back during our low months. More shopping, that's just a personal; I like a lot of shopping. You know Verruckt is a good example. This slide brought so much excitement and interest in our community. I can't tell you how many people I've spoken to from Germany. We host a travel journalist from Germany who came here

because of the German name. When we have the biggest, the best that always brings people there back and so I will put some thought into that.

Mayor Holland said I think one of the missing pieces, and this is why we did our convention study, one of the missing pieces I believe out there is a convention center of some size that can bring people year-round and bring different kinds of events. I think that's, in my estimation, it's a low-hanging fruit though it's the high-hanging fruit in terms of costs. I think that's the kind of thing because I look at our three stadiums out there which are terrific and they're all empty in the winter. We need a winter facility, some kind of indoor piece that brings people in large numbers and I think a convention space would be a great add out there and then what size space that is and where it's located gets more complicated. I think if we could have a convention center out there of some size, I think we would benefit year-round and it would be a benefit in the summer as well; but it would benefit us year-round.

Commissioner Walters said I also wanted to thank Bridgette. As she mentioned I have been working with her, our club has been working with her for this small meet in September. I think Village West is a wonderful place for car club meets. The one that I'm involved with most people are going to spend four nights, maybe 50 to 70 rooms, and it's a nice place because there is a lot to do within walking distance and it's the kind of things that people who go to these car clubs like to do. That could almost be a little niche specialty I think. If this goes well we might reach out to other car clubs for their regional or as this will be an international meet so I hope it goes well.

Mayor Holland said I would say you referenced 100 room hotels. We haven't built any 100 room hotels. The free market builds those without incentives so all the 100 room hotels that are out there have all come on their own. Building a 250 room hotel is often when they look to the community to help and so I'm delighted that all the hotels out there, not all of them, but the 100 room hotels that you're referencing have all been built without incentives and they just see there is money to be made and they come here to make it and that's good news.

Gaming Legislation

Mayor Holland said we have a couple of legislative issues coming up. We will be meeting on December 10th. We will have a dinner at 4:00 p.m. and then at 5:00 p.m. we will be in this room and we're hosting with our Commission our Kansas legislators that represent Wyandotte County, both Senate and House of Representatives and we're inviting them to come and we're going to talk about our legislative agenda and walk through that with them. It's a great opportunity for us to meet with our elected representatives to the State and build that collaborative relationship. There has been an interest in two topics that have come to us. One is the Gaming Legislation that is around the Woodland's, horse and dog racing; and the other is this Tax Lid. This hastily placed, poorly thought out, impossible to implement Tax Lid that the State cooked up at the eleventh hour and dropped on the State that's completely unmanageable so we're going to learn a little bit about that as well. I wouldn't say that's one we're interested in, it's just one that we need to understand better, but we do want to understand the Gaming laws around the Woodland's because it's more complicated than it sounds so I'm going to turn it over to Mike Taylor to walk us through. Doug, do you have any introductory comments you want to make about these? **Mr. Bach** said, Mayor, I think you've covered—the intent of this really was to focus on a couple of areas that are part of our legislative package, but one of them that has raised itself to a lot more attention is this of the Gaming laws and spending a little bit of time focusing on where our heads were when we took the position that we had on it and what's being proposed now. That's where we felt like that's more time to spend just with you and talk through this. **Mayor Holland** said I will say this group adopts our legislative agenda and so it's a vote like any other so we have an opportunity to talk about the positions that we take. A lot of them have been on the books for a long time but it's good to review them and if you have any questions about any of our legislative items that you want more information on, you can reach out to Mike Taylor directly. If you think it's of interest to the whole Commission, we can slate some time during a Special Session to go through it.

Mike Taylor, Public Relations Director, said I'm going to give you kind of a big overview of the Gaming laws and then we will get a little more into the specifics of the Woodland's and the Hollywood Casino.

The Kansas Expanded Lottery Act was passed in 2007. That vote came at about 1:00 in morning after a 12 hour filibuster by the Senate to barely ink it through you know what they've been trying to pass this thing year after year after year. I remember getting to call then County Administrator Dennis Hays and then Mayor Reardon at 1:00 in the morning and waking them up and I apologized but I said I think you want to hear this news and they were like what, say that again.

- The Kansas Expanded Lottery Act was passed by the Kansas Legislature and signed into law in 2007. It allowed stated owned casinos to be built in the Northeast zone, the Southeast zone, the Central zone and the Western zone if county voters approved.
- The measure allowed slot machines at three racetracks: The Woodlands, Camptown Track and Wichita Greyhound Park if voters approved.
- Wyandotte County voters approved a casino with 81% in favor and approved slots at The Woodlands with 82% of the vote.
- As a result, the Hollywood Casino at Kansas Speedway was built. While initially celebrating the vote, The Woodlands never added slot machines and shutdown.

It passed in 2007 and at that time it allowed for four casinos in the state; the northeast zone which is Wyandotte County, southeast Kansas which they're still trying to get a casino built there, the central zone which is just south of Wichita and then out by Dodge City in the western zone.

It also allowed slot machines at three racetracks in the state; the Woodlands, the Camptown Racetrack down near Frontenac in southeast Kansas, and Wichita Greyhound Park if voters approved that. Wyandotte County voters of course approved a casino with 81% of the vote in favor and they approved slots at the Woodlands with 82% of the vote so as a result the Hollywood Casino was built. While initially celebrating that vote and the passage of this the folks at the Woodlands never actually added the slot machines and eventually shut down the track.

- In 2015, a bill drastically changing the terms of the gaming law was introduced. SB 192 passed the Senate and now sits in a House committee awaiting hearings and action. The House Speaker has said he does not intend to advance the bill.
- For the past 7 years, the Unified Government Legislative Program has adopted the following position:

Casino Gaming

The Unified Government opposes changing provisions in the expanded gaming statute, including banning smoking on casino gaming floors. The Unified Government supports greyhound and horse racing operations with the addition of slot machines at The Woodlands under current gaming law.

What's changed and why we're talking about this now is this past legislative session a bill that would drastically change the terms of the gaming laws that were adopted in the form of Senate Bill 192, it passed the Senate this year and it now sits in a House Committee awaiting hearings and it has been sort of stalled by the Speaker of the House who doesn't want to see the bill advance, but there will be a big push to try to move it through this session.

For the past seven years the legislative program the Unified Government has adopted has taken this position on gaming. The Unified Government opposes changing provisions in the expanded gaming statute including banning smoking on casino gaming floors. The Unified Government supports greyhound and horse racing operations with the addition of slot machines at the Woodlands under current gaming law. That has been the position for seven years.

The owners of the tracks which is actually potentially one person, casino owner in Vegas, Wichita resident named Phil Ruffin owns the Greyhound Park and owns Camptown and has made an offer to buy the Woodlands. He hasn't closed on that yet, but he is moving in that direction and so he would like to see things changed.

The Unified Government opposed SB 192 for the following reasons:

- SB 192 changes the fundamental financial landscape of the gaming law in an effort to get The Woodlands Racetrack and others re-opened.
- From investment levels to the number of slot machines allowed, SB 192 restructures the gaming laws in ways which put destination casinos at a competitive disadvantage after making significant initial investments.
- Reopening the gaming law opens the door to other possible changes which could be detrimental to the Unified Government and other local governments and to development agreements negotiated between the Unified Government and Hollywood Casino.
- The Woodlands not required to make a minimum investment or negotiate developer agreements.
- Hollywood Casino required to make a \$250-million minimum investment plus contribute millions more through developer agreement.
- Hollywood Casino likely to sue for breach of contract, forcing State to return the \$25-million privilege fee.

Unfair to Hollywood Casino at Kansas Speedway to change the rules at this point in the game.

The reason we took the position that we did, that I just read to you, is for several reasons. This bill and previous ones change the fundamental financial landscape of the gaming laws. The landscape that the Hollywood Casino built its pro forma's on, built its proposals on, and all its investments on. Reopening the gaming law also would offer a lot of risks because anything in that law, once you open it up and you say well we just want to change this one part, its fair game for any amendment that might come from the floor. The smoking ban could be implemented and I know it's a little ironic we talk about that but it's a competitive issue for Hollywood Casino and that's why we've said that because the four casinos across the state line allow it. **Mayor Holland** said I would support the smoking ban, but go ahead. **Mr. Taylor** said I understand and it's a bit of a strange position given some other things we're doing but the reason is the casino has made the case that it would kill us competitively. It could also affect local agreements we have made with the casino.

One of the positions that we've taken in this is that the Woodlands under this law, under Senate Bill 192, would not be required to make any kind of minimum investment or negotiate a developer agreement with us or make any kind of added local contributions as the casino was required to do.

The other thing is Hollywood Casino has made it very clear in testimony and has said if the State changes this, they would consider it a breach of contract and they would likely file a lawsuit against the State demanding their \$25M privilege fee back and it could also then change

the kind of monies that they contribute locally to the community because it would affect the outcomes. We will get into more than that later.

**Hollywood Casino
Financial Requirements**

- **\$225-million minimum investment**
- **\$25-million privilege fee**

2nd Sprint Cup Race

- **Sports Car Road Course**
Construction of Hotel
- **Free Village West Shuttle**

What did the casino have to do? Here is what they were required to do. A \$225M minimum investment, a \$25M privilege fee, they promised to bring a second Sprint Cup Race to Kansas City, Kansas and would have paid a heavy financial penalty had they not been able to accomplish that. They promised to build the Sports Car Road Course in the infield and they've already brought Grand-Am type racing events here for that. They promised to build a hotel and they are providing free Village West shuttle.

Hollywood Casino Revenue distribution

- 22% state
- 3% city/county
- 2% problem gaming fund
- 1% community contribution
- 1% hotel penalty
- 72% owner/expenses

Here is the revenue distribution. They paid 22% to the State of Kansas, 3% to the city and county which is revenue we receive but we also share with Bonner Springs and Edwardsville. They contribute 2% to the Problem Gaming Fund, 1% of their revenues community contribution that comes to the UG, they are now, because they haven't yet followed through on their hotel, they are paying us a 1% penalty on the hotel and that's totaling about \$1.4-\$1.5M a year and then they get to keep about 72% roughly for their profits and their expenses.

Hollywood Casino Revenue distribution

- \$500,000 school districts
- \$500,00 charitable grants
- \$100,000 parks and recreation programs
- \$25,000 Convention and Visitors Bureau
- \$10,000 Chambers of Commerce

Out of that 72% they also give \$500K a year to the non-host school districts, they give \$500K a year in charitable grants, \$100K a year to Parks and Recreation Programs, \$25K to the CVB and \$10K to several Chambers of Commerce in the area.

The Woodlands **Financial Requirements Under Current Law**

- **No minimum investment**
- **No developer agreement**
- **No local added contributions**

The Woodlands under the current law have no minimum investment to reopen, no developer agreement required and no local added contributions are required.

The Woodlands **Revenue distribution under current law**

- 40% state
- 3% city/county
- 7% greyhound fund
- 7% horse fund
- 2% problem gaming
- 1% fair racing fund
- 40% owner/expenses

Under their revenue distribution the current law is they pay 40% to the State instead of the 22% and that's their real complaint about this is that they have to give 40% and the casino only gives

22%. They would have to give 3% to the city and county, 7% to the Greyhound Racing Fund, another 7% to a Horse Racing Fund, 2% to the Problem Gaming, 1% to the County Fair Racing Fund and then they keep 40% for their owner profit and their expenses.

**The Woodlands
Financial Requirements under SB 192**

- **No minimum investment**
- **No developer agreement**
- **No local added contributions**

Under the bill that's been proposed and passed the Senate, again, no minimum investment required, no developer agreement required with us and no local added contributions.

**The Woodlands
Revenue distribution under SB 192**

- **22% state**
- **10% horse fund**
- **2% county only**
- **1% fair racing fund**
- **0% greyhound fund**
- **.5% problem gaming**
- **64.5% owner/expenses**

They would get to pay 22% to the State which is equivalent to what the casino gets to pay. They would 10% to the Horse Racing Fund, only 2% to the county only so instead of as under current

law 3% split by the city and county, it would be lowered to 2% and only go to the county side; 1% to the Racing Fund, they would pay nothing into the Greyhound Fund, .5% to the Problem Gaming Fund where the casino has to pay 2% and then they would get to keep 64.5% for their profits and expenses. It significantly raises the amount of money they would get to keep and the argument is, primarily from Mr. Ruffin, is that in order to make this doable we need to be able to have these kinds of percentages.

**The Woodlands
Operating under SB 192**

- **60 days of horse racing**
- **No greyhound racing**
- **2,800 slot machines operating 365 days a year**
- **No requirement for other development/amenities**
- **No requirement for added local contributions**

Now, what would that bring? Under Senate Bill 192 60 days of horse racing a year, primarily in the fall; no Greyhound racing at the Woodlands, 2,800 slot machines which would operate 365 days a year 24/7, they would be simulcast betting on races year-round, they would be no requirement for any other development or amenities and no requirement for any other local contributions.

- The Woodlands**
A Brief History
- 1986: Kansas voters approve pari-mutuel betting.
 - 1989: The Woodlands opens.
 - 1990: Attendance spikes at 1.7-million.
 - 1993: Missouri voters approve riverboat casinos.
 - 1995: Operator of Hughes Kennels charged with selling illegal steroids at the track.
 - 1996: Employees charged with accepting illegal out-of-state bets from Florida.
 - 1996: The Woodlands declares bankruptcy.
 - 1996: KCK tries to allow slots at track under Home Rule. Measure passes but State threatens criminal charges.
 - 1998: William Grace buys the track out of bankruptcy.
 - 2000: Attendance drops to less than 400,000.
 - 2002: State regulators accuse employees of stealing \$200,000.
 - 2002: Original owner Richard Boushka indicted for fraudulently getting \$19m in bank loans.
 - 2005: William Grace dies.
 - 2007: SB 66 allowing casinos and slots at the track becomes law.
 - 2008: The Woodlands is closed.
 - 2015: SB 150 changing gaming law passes Kansas Senate but stalls in Kansas House.
 - 2015: Phil Ruffin says he will buy The Woodlands.

This is a little hard to read. It's small but there was a question about sort of a brief history of the Woodlands and so I did some research through the Racing & Gaming Commission website and I'll just kind of quickly run through this before we get to questions on this topic. Kansas voters approved Pari-mutuel betting in 1986. The Woodlands opened in 1989 as did Wichita Greyhound Park, in 1990 attendance at the Woodlands hit its highest peak at 1.7M people, in 1993 Missouri voters approved riverboat casinos and some interesting other things that came to light in 1995 the operator of Hughes Kennels operating out of the Woodlands was charged with selling illegal steroids at the track and charges were brought against him. In 1996 a number of employees were charged with accepting illegal out-of-state bets and then in 1996 the Woodlands declared bankruptcy. It really operated from 1989 to 1996 before it failed financially although it kept running. In 1996 the City of Kansas City, Kansas; it was before the Unified Government, put an issue on the ballot trying under Home Rule to see if we could allow slots at the track under our Home Rule provisions. That vote passed overwhelmingly and before it could be implemented the State Attorney General threaten to file criminal charges if the City of Kansas City, Kansas tried to implement that and go forward with that and so it never advanced. In 1998 William Grace bought the track out of bankruptcy. By the year 2000 attendance had dropped to less than 400K people, in 2002 State regulators accused several employees of stealing money from the track, over \$200K; also in 2002 the original owner, a man named Richard Boushka out of Wichita, who built the track was indicted for fraudulently obtaining \$19M in loans to build the Woodlands and he did some prison time. In 2005 William Grace died and then in 2007 Senate

Bill 66 passed allowing casinos to be built and slots at the track. In 2008 the Woodlands closed. In 2015 this new bill gets introduced and Phil Ruffin offers to buy the Woodlands and try to get it reopened. That's kind of the quick history. It's an interesting history in the years that it was opened. There is currently no horse racing and no Greyhound racing operating in Kansas at all at this time.

Again, the future of Senate Bill 192 I'm not sure it passed the Senate, Senator Fitzgerald represents the western part of Wyandotte County and Leavenworth County, part of our delegation is the one really pushing that bill. He got it through the Senate. It got a really icy reception in the House. House Speaker Ray Merrick immediately put in a committee called Calendars & Printing which is in sort of our area where bills go to die. That's where the Speaker can manipulate and assign bills and he puts it in that committee and it will never see the light of day although there will be I think a number of attempts this year to try to revive it and bring it out and get it moving which is why we're talking about this because I know it's a big community issue.

I guess the big question as I'm putting in a legislative program just to be do we want to keep the same position, do you all want to change our position legislatively so I kind of have the direction when we go over there to lobby on this issue or to fight it or say now we're working with them and that's really your policy decision to make so I will stop there and allow any questions or statements.

Mayor Holland said I will say I appreciate this presentation. I think it's very thorough. My concern has been all along that our casino with its 900 jobs I don't like the idea of it having this kind of—under the proposed bill, this kind of competition. If there were a minimum investment, if they were going to invest \$100M, for instance, into this facility; if they were going to bring in some restaurants like the casino has, if it were going to bring in some additional development, I think simply filling the current building with 2,800 slot machines that are going to operate 24/7 I'm not sure is a huge add to our community. I'm not sure that's a huge add. I think that I would like to see a larger kind of development, quality development like what our casino has done and our casino has been a great community partner. The current provisions doesn't really require any partnership with the community, they don't require a development agreement, they don't require that investment, they don't require community contributions and the number 60 for horse races,

horse racing days, it's my understanding of the bill that's a maximum number. **Mr. Taylor** said that's the maximum number that they would have to provide. I suppose they could do more if they wanted, but that's the number—**Mayor Holland** said that's the minimum number and so you have 300 days where it's a slot parlor and 60 days where it's a racing facility so I just have some concerns in terms of level of investment and how that would work in keeping it on a fair playing field with our current casino who has I would say by all respects been an outstanding community partner.

Commissioner Walker said I would note that at the time this bill was passed the casinos that were interested in locating in our zone were well aware of the bill that allowed the Woodlands to operate and so the idea that now we're in a protectionist mode is a little bit troubling to me. You know there are people in the metropolitan area that enjoy horse racing and undoubtedly enjoy the slots, maybe not mutually exclusive, because horse racing is a much slower fix for people who like to gamble just by the nature of it and it is year-round. There are races all over the United States and presumably those will be the simulcast. The problem is we have this deteriorating blight on a prime piece of real estate near the Legends in which if Mr. Ruffin gets it, it strikes me that he's going to continue this effort. I mean he has been continuing this effort and nothing would suggest to me that if he doesn't get it this year he's going to change his mind and stop trying to do it. I guess I'm asking, what is there that could be adopted in a bill that would level the playing field and is there any chance of that being considered. Again, had they opened up under the existing legislation, there was nothing that Penn National could have done about it. **Mr. Taylor** said you're right and they had no issue with that. I think the issue that has come about now is when the bill was passed in 2007 the people supporting casinos were involved in negotiating that bill and you know this thing went on for 15 years before it finally passed. The people that owned the tracks at the time and Mr. Ruffin was involved because he owned the Greyhound Park, agreed to these terms. Now, they would tell you that Governor Sebelius kind of told them no, these are the terms, you're going to take them or leave them and so they say they didn't have a choice but the fact is they were at the table and when the bill was signed Governor Sebelius came here and there was a huge celebration at the Woodlands celebrating this bill, it was going to be the bill that saved the Woodlands. At that point then the Grace family, there were changes in their family with William Grace passing on, his sons taking over, they had less

interest in running the track. Phil Ruffin then sort of got in the mix and he's like no this doesn't work, we need to make more money and that's really where this is coming from. The casinos point of view and I think, Commissioner Walker, your phrase of protectionist view is one that I've been accused of over in Topeka for our position. I think the casinos point is these were the terms that they based the things they promised us on certain rules and percentages and profits and they're saying now you're coming in and changing the contract unilaterally by doing this and it changes the financial landscape. The casino believes, and it's probably true although this could be debated, if there are 2,800 slot machines right up the street, a mile, mile and a half from the casino that will be competition for the casino and they're likely to lose a lot of their customers to that slot parlor at the Woodlands. That affects the revenues they make which affects their commitments to carry through on all the agreements they've made with us. That's really the crux of the argument from their point of view and why we've taken the position we have that we would love to see the Woodlands reopen, but you have to do it under the terms of the current law. That's been our position. It can change.

Commissioner Walker asked do you have any idea in an approximate amount the profit Penn National has made from that casino on an annual basis or last year. **Mr. Taylor** said yes, they have to file reports monthly with the Racing & Gaming Commission and year-to-date for fiscal year 2016, now keep in mind the State is on a July to June fiscal year, total lottery gaming facility revenues \$35.3M, they have paid \$7.7M to the State, they've paid over \$1M for the local share and they have been able to keep \$25.8M. **Commissioner Walker** asked so what are we looking at roughly, \$100M a year. **Mr. Taylor** said I think that's about—**Lew Levin, Chief Financial Officer**, said about \$140M. **Mr. Taylor** said \$140M annually and of course that can change from year to year but they have actually been gaining share in this market. The Hollywood Casino does not bring in as much revenue as the Kansas Star which is just south of Wichita and the main reason is there are five other casinos that they have to compete with in this market. The Kansas Star is the only one within a long ways.

Commissioner Philbrook said it's kind of a catch 22. Like Commissioner Walker said we've got an eyesore out there that I hear about all the time from my constituents and they're like when are we going to do something about that, what can we do about that mess out there, can't we clean that up? I continually have to tell them no, its private property and we have no control

over it. Now I have to consider what they're going to say if we completely stop that revitalization of that location, you know making them understand why or why not we're going to do that and is it protectionism or is it standing up to and going with an agreement that we already have made and we're staying within our integrity of what we've agreed to do. This is a very complicated conversation for me along these lines. The other thing is if they do open it back up they've got that second building sitting there falling apart. What are they going to do with that and they don't have to do anything with that building, do they? **Mr. Taylor** said no, they wouldn't although I know that Mr. Ruffin's been quoted publicly as saying that he's estimating to move ahead and open that he would have to spend \$50M just to bring it back into some kind of shape that it could actually be used again. **Commissioner Philbrook** asked is he talking about using both buildings or one building. **Mr. Taylor** said that I don't know. **Commissioner Philbrook** said well that makes a big difference too because you've got both of those buildings sitting there. I guess my attitude is that I don't want to back out on a deal that we agreed to and I don't want to set anybody up to be making a lot higher profit than the partners we've been working with so I have a little problem with that. When we talk about protectionism I mean we could bring up a lot of other things that we operate under protectionism with. That could be how many liquor stores we have to get thrown into that category.

Mr. Taylor said, again, the policy decision and what we have on our legislative program is your decision to make and so hopefully this presentation has helped layout some of those issues for you to decide. Again, just to clarify, in the original—the current law that's on the books the reason the casino has to pay more to the State—I mean the reason the track has to pay more to the State than the casino is because the casinos are required to make significantly multi-million, hundreds of millions of dollars in initial investments that the tracks aren't. That was the rationale for that.

Commissioner Markley asked was there an actual formula used to show that 40% matched up to them out of investment. I'm just curious was there like mathematics involved or was it more like we need—you get to keep less; we're going to pull a number out of the air kind of thing. **Mr. Taylor** said that's a good question. I don't really know. I wasn't privy to those sort of behind the scenes negotiations. I know that as that bill was put together the horse racing people

were involved, the dog racing people were involved, the track owners and then potential casino lobbyist for potential casino companies. **Commissioner Markley** said I ask that because it seems like if there was some sort of formula it makes it an easier deal to negotiate to say okay if you want to keep more, you have to make this amount of investment to make the formula balance out the way we originally intended so it would just be nice to know. If there is somebody out there in the world who was part of those negotiations, I'm curious.

Mr. Taylor said one other issue behind this and of course for the Woodlands the Greyhounds aren't an issue here, but the horse community has really gotten behind this issue. A lot of really competitive horses are breed and raised in Kansas, there is nowhere for them to race here so they go to Texas or they go to Nebraska or other places and they see this really as a way to help revive the horse industry in Texas. That point has been debated on both sides of the issue by others. I don't have the knowledge to know if it really would help or not. I find it hard to believe that having just 60 days of racing is going to revive an entire industry of the State, but it would probably help some.

Commissioner Walters said I have a couple questions just to make sure I understand your terminology. You said that the casino had to spend over \$200M, is that building their facility?

Mr. Taylor said they had to make a minimum investment of \$225M and that's land, building, and then they also committed to bring the second Sprint Cup race. **Commissioner Walters** said but you said that the Woodlands paid zero so surely they spent some money building their facility. Why is it represented as zero? **Mr. Taylor** said I think because that facility had been built long before this law ever passed so it was already an existing facility. **Commissioner Walters** said they also would have to spend more or some money to bring it back, \$50M or whatever the number is. **Mr. Taylor** said that's right. **Commissioner Walters** said it probably shouldn't be represented to us as zero. **Mr. Taylor** said what I'm saying is where the casino was required to even be considered to get a license they had to commit to a \$225M investment. To get a racing license to reopen Wichita Greyhound Park or the Woodlands, they don't have to make any commitment to invest anything. **Commissioner Walters** said I half understand what you're saying. **Mr. Taylor** said I'm saying there is no required minimum as there was for the casino. **Commissioner Walters** said not to say that they might not spend just as much as the casino. **Mr. Taylor** said certainly, they could build other amenities out there by their own

choice. I guess the point is the argument with the law is they're not required to under the law where the casino was. **Commissioner Walters** said that sounds like terminology to me. So the current law, if I'm recalling correctly, you're saying is that the casino keeps 72% of its gross revenue and the Woodlands would be able to keep 40% of its gross revenue, was that correct? **Mr. Taylor** said right, well under current law. Under the proposed law the Woodlands would keep 64.5%. **Commissioner Walters** said our policy references the current law and I think that's what we need to think about. The current law that says the casino can keep 72% of its revenue but the Woodlands can keep 40% of its revenue is the reason the Woodlands is sitting empty today. If you believe the testimony of the people involved and just the naked eyes observation, if there was money to be made under the current law somebody would probably be stepping forward to make it. The fact that it's been inexistence for so many years and has resulted in an empty building leads me to believe that we should be advocating for changing the current law in some respect. I don't know how many slot machines are allowed in the current law, do you? **Mr. Taylor** said it's slightly less than the 2,800. This bounces it up to 2,800 for the tracks. I think it's around 2,500 or 2,600. **Commissioner Walters** said I thought it was a lot less than that.

You've said the citizens of Kansas City voted to allow slot machines at some point in the past. **Mr. Taylor** said on more than one occasion. **Commissioner Walters** asked do you know if there were a specific number of slot machines in the ballot proposal. **Mr. Taylor** said no, the question that was put to the voters in 2007 was simply—there were two separate questions. One was do you support construction of a destination casino and do you support slot machines at the Woodlands. It didn't get into those kinds of details. **Commissioner Walters** said my observation is that we've got an empty building and the current law is keeping it empty. I'm not too excited about 2,800 slot machines personally, that sounds like an awful lot, but if we could engage with the legislators in some way to make it known what our preference is, I think that would be better than to just stand on the sidelines and say we don't want any change because that's essentially what our policy is saying; we don't want any change and the Woodlands will remain vacant. I think the percentages of revenues that goes to the State and percentages that goes to the horse facilities those are all something that we probably don't have a whole lot of stake in, that's for other people to negotiate. I think we should be the proponents of trying to get the Woodlands reopened, whatever that takes, and I think it probably will take a revision to the

tax structure. I don't know if it requires that we would have to increase the number of slot machines if the number is truly as close as Mike seems to think it is. **Mr. Taylor** said, commissioner, I found it. The current law would allow them to have 2,200 machines initially and then there would be a bidding process for the additional 600 machines. The casino could actually bid and try to outbid the track to secure those additional 600 machines to prevent the track from having them. Under Senate Bill 192 that's there now the track would automatically get the 2,800 machines. **Commissioner Walters** said so we're talking 2,200 versus 2,800; to me I don't see that's a big difference. The one thing it sounds like this Commission is saying is that we don't want the tax formula to be changed and I don't know why we would take that position. That's all I'm saying.

Commissioner Walker said I agree with you, Jim, that there is a formula I would think that would work better both for the developer. It's easy to say all this and getting anything through the legislature is going to be difficult. Clearly I don't think 2% to the county and nothing for the city; it's a city expense and city services are utilized. A development agreement is essential because some of the things that we got we got through negotiation because the law was silent on it, but to say flat that under no formula of division of revenues we would be opposed to it. I can tell you that I don't like the current proposed bill and I don't want to support that bill with that language. On the other hand some beneficial use of that Woodlands facility, and I don't know if Jim knows or the newer commissioners know, how much is it Doug; is it 13 acres or is it that big, that piece of ground that we own in front of the Woodlands? **Mr. Bach** said it's actually 35 acres. **Commissioner Walker** said we own 35 acres right in front and one of the reasons I'm surmising that we've never been able to interest anyone in developing it except initially the Wyandot's looked at it because they thought they would acquire that and then they would acquire the track and it would become Indian territory and then they could do whatever they wanted to on it. You have the Woodlands behind you which is deteriorating. I guess what I'm saying is Jim's idea that we need to do something with the Woodlands and help it become viable, I agree with. I can't believe there isn't a numbers crunch that while it may not be the best to have it that close to the gaming facility that they could live with. They were going to live with it anyway or maybe they knew from the very beginning with that number division that nobody would open it, but had somebody gone in there and opened up with 2,200 slot machines, what

would they have done differently? I mean I'm sure hindsight they would say but we would have a development agreement and we would have these additional revenues coming in and so forth from the Woodlands as well as from the facility and this bill is clearly an attempt to keep us from benefitting in any material way over and above what we were benefitting before. I guess I'm just not a hardliner on nope; we don't want to open the bill. I would say we can open the bill but not with those numbers. I would have to oppose that existing bill.

Commissioner McKiernan said I would agree with Commissioner Walker here, not as it's currently proposed. A couple of things occur to me. First of all we seem focused on reopening the Woodlands as a gaming facility. It's a building, it's a piece of property, it could be redeveloped into something else; not that it could be uneasily necessary but I think it's shortsighted in kind of my optic to say well it has to go back to be what it was before so we get past that. One of the things that's troubling to me is that it has the appearances that one or more people who were involved in crafting and getting past the 2007 legislation are now attempting to undo what they participated in creating and it gives the appearance of setting a high bar when you're in one circumstance and then trying to lower that bar when your circumstances are different. I don't know if that's the truth, but that's certainly the appearance that it gives when one or more people are involved in both setting up and then taking down that legislation.

Like Commissioner Markley I would love to get some sort of a better appreciation of comparative value, the \$250M initial investment with investments in maybe redoing that facility. What's the comparative value of all that investment? One of the things that does trouble me is that under our current agreements the community does benefit not only by having a destination for people to go to, but benefits monetarily and it certainly appears that under this new arrangement, this new law, the community would not gain a similar monetary benefit from the existence of this facility and theoretically could stand to lose some of what it already gets from the existing facility. As Commissioner Walker said, certainly not an easy fix to this, it is quite a thorning problem but I wanted to say that I'm concerned on several levels that there seems to be some switching here and that we stand as a community to lose from the bill as it is currently written and what then could happen after that.

Commissioner Bynum said I have questions, just going back to the presentation you made, the Senate Bill 192 as proposed would not include what we used to call Track East, there would be no charitable fund? **Mr. Taylor** said no, there would not. **Commissioner Bynum** said because they did use to in the years that they were operating and I thought it was required by law. **Mr. Taylor** said it was under the initial 1986 Pari-mutuel Gaming Law that was approved by voters to change the constitution and the tracks had to give a percentage to charitable causes. Wichita Greyhound Park did the same thing. Camptown really didn't because it was only open for about three months before it was closed down. **Commissioner Bynum** said so that does not exist. **Mr. Taylor** said no, none of that is required under this legislation.

Commissioner Bynum said Senate Bill 192, who is the author of that legislation? **Mr. Taylor** said well Senator Fitzgerald was the one who really promoted it and carried it in the Senate. Now, who actually drafted the bill, I will be honest with you I think it was probably Phil Ruffin and his folks. **Commissioner Bynum** asked has Senator Fitzgerald or anyone proposing this met with any person that's at this table. Has Senator Fitzgerald come to you, Mayor, or you, Mr. Bach, or any of you? **Mayor Holland** said well I can say no from my perspective. I will say I talked to a representative from Dodge City, I ran into him at another event, and he was talking about how excited he was to get the Woodlands open and I said you know we have some concerns about that. He said really, I was assuming you guys were all in on this and so I said there are layers. It's not a simple math problem; there are layers to it so no one has reached out to me. I think more recently, has someone reached out to you now Doug in the last couple of weeks? **Mr. Bach** said it wasn't really a reach out, I was just at an event where I met Senator Fitzgerald and talked to him a little bit, but it wasn't a reach out. It was more introduction and we talked about this a little bit from that standpoint. Since that time we have had representatives of Mr. Ruffin's team reach out to staff and approach us about moving forward with activity at the Woodlands facility. They indicated they had a strong feeling they would move forward with the purchase of it, but they weren't there yet and they also indicated that they were looking to come back and ask for a special use permit on the site. Indications were that they would do that under the current gaming legislation though they kept it qualified per their perspective that they intended to change before they would do that, but that may be a step they move forward with. One thing is you look back on Mike's historical information that he put up there, the initial special use permit was issued on this site which is a criteria you would have to go through from a

Planning & Zoning perspective. Now, that was issued to Sunflower Gaming or whoever was, an entity that no longer exists today and the criteria for which it applied to the Woodlands area was also one where it had dogs and horses and that's what it was for. It's not like it's a renewal of an existing one because what that was issued for changes from where it is today, but they—it was a very good conversation with them. They're looking for redevelopment of a site which would be very promising for our area, but their emphasis is toward gaming and to Commissioner McKiernan's point, we've never been in control. We've thrown different things out at this site. The owners of this property have always kept their eyes back on something with gaming in the future.

Commissioner Bynum said the question that I need help understanding is why is it that the Woodlands would not require any sort of development agreement such as was created with the casino? Is it because it's an existing building? I heard you say there is no required development agreement. **Mr. Taylor** said there is no requirement in the law and if you recall back during the casino selection, there was a huge competition so every casino company was trying to outdo the other one which of course allowed for those kinds of negotiations. There is nothing in the law that would prevent us from reaching out to Mr. Ruffin and say we would like to do a development agreement with you and work something out. What I'm saying is the law doesn't require him to do any of the same kind of things that was required of the casino. **Commissioner Bynum** said I think that we probably stand in agreement that seeing the dilapidated buildings are not helping the community so to that end a discussion would be welcome. The question I have is at what risk of losing what you've reported here that Hollywood Casino has already stated they might do as a result of changing the law so that's the question I think we have to grapple with. We have a dilapidated building that we would like to see redeveloped and we have to balance the risks when we open the conversation about Senate Bill 192 and what it could potentially look like against what Hollywood Casino has said if you do this, we might do this and I think that's an important conversation to have.

Commissioner Walker said I want to make a point here because I'm sure most of the commissioners are vaguely aware, I actually think they invested more than the \$225M. At the time of approval their investment proposal exceeded the minimum threshold. If you will recall,

they claimed that \$100M of that investment was the land that the casino sits on. I also want to make the point that given that was their commitment that induced at least four of the seven people on the approving authority to vote for their proposal over the Edwardsville site. One would have thought that their tax liability would have been based on the cost as built, \$100M for the land and then whatever the remainder of their investment is. It's my recollection that, and Doug, you can correct me; but even though they claimed that they were making a \$100M contribution I guess that would be from ISC; when it came time to pay the taxes the ground wasn't worth anywhere near \$100M nor is it on the books for \$100M or has it appreciated in value because of the amount of money they make. Even though I'm very happy with the casino, they've done a—they've brought an element to the community that the people overwhelmingly wanted. If I built a \$250K house I would be paying taxes on a \$250K house. They're not paying anywhere close to the taxes on what that facility was worth and at the same time making a \$140M. Is that year-to-date? **Mayor Holland** said that's annually. **Commissioner Walker** said \$140M and they're not paying taxes on \$140M either. Correct me if I'm wrong.

Commissioner Walters said I'm really glad we're talking about this because as Mike said this has been our policy for seven years, but this is really the first discussion of it that I can even recall and I think that it's really good for us to think about what we want out of this possibility of a facility reopening. I do think it's hard to keep everything straight when Mike is literally talking about what's included in one piece of legislation versus what's included in another piece of legislation because not every topic is included in both, but it doesn't mean that they're excluded. I don't know how to go about this, but I think we need to think about what we want and take a position accordingly and if it means a development agreement must be enacted, if it means we support taxes going to the city and the county; those are the moving parts that I hear everybody talking about. I think those are extremely valid and I think we need to get our ideas and conditions, if you will, on the table so that we can be a part of the discussion rather than just saying we don't want anything to change.

Commissioner Walker said I have one final comment Mayor. I would like to have a report on how much money is going into the Problem Gaming Fund and what is it being spent on because even at the low percentages that are reflected, it's got to be millions of dollars that have been

paid into that and unless they're paying somebody's bad gambling debts, how many problem gamblers—who is doing what with this money and where is this money? I don't even know why it's in the equation. If you're a problem gamer, they will take you even if you're gaming over in Missouri. You're not even a problem gamer in Kansas. I just think it's a lot of money that's being plugged into something and then being used in an indecipherable way. **Mr. Taylor** said, commissioner, that issue has been talked about at the State House, whether that 2% is too much and I think that's one reason that under Senate Bill 192 they're proposing that the track only paid .5% into it. It's millions of dollars a year that goes to the Problem Gaming Fund and I really can't speak to you right now about how that's exactly spent. I know they have done some mass media campaigns, there are some billboards, beyond that I don't honestly know. **Commissioner Walker** said 1-800 bets off, I mean I'm sure they do that advertisement. **Mayor Holland** said see it's affective. You know the number.

Mayor Holland said I think we need to wrap-up this conversation but I think, Commissioner Walters, to your point; the strategic question is exactly what you've raised. Do we continue to say forget it, the law is there, take it or leave it or do we open the door to say we would support it under these circumstances. There is a legal risk I think with the current casino potentially suing the State in terms of changing the landscape. They could say they lose 5% of their revenues to this casino. I mean they might be able to show a mark when this opens their revenues go down X %, could they sue that for damages if the percentages were changed under a new rule different from when they came in. In part that's our problem in that our revenue is tied to their revenue and the jobs in the community are tied to how much money they are making so in some respects it's a risk we take. The other piece is the risk with the State. I've been reading lately that the State needs money and I think one of the risks that we've talked about is opening the casino bill again, the gaming bill again, they could go in and not only not give 3% to the city and county at the race track; they could say well we're not even going to give that locally. We're going to take that from the State and that the State is going to take additional revenue from the city/county away and I think that's a risk that we run. I don't want to say it's a crapshoot, but I think there is a legal risk. I think there is a risk in terms of revenue but I think it is a legitimate strategic question is it smart to stay on the sidelines and not take any position other than no or do we put a proposal on the table that says we would accept it under these circumstances? That's a question

for this group and I think that's the question that we need to answer at some point between now and when the legislator reconvenes in January. **Mr. Taylor** said preferably before that because I will be bringing you a legislative program—we will talk about it on December 10th, a draft of one, and then adopting it later in December so that I have a plan. As I said it's your policy decision, whatever you decide is what argument or position I carry over to the State House.

Commissioner McKiernan said I go back to what Commissioner Markley said earlier and I really do think if we can find some way to make it a more apples to apples comparison of investment and payoff and all of that, then we try to find the middle ground between setting a bar that's too high for someone who wants to change versus lowering the bar, so to speak, for someone who is already here and we can find that middle ground and see if that middle ground then is our best strategic place to be.

Commissioner Walker asked are we going to have an opportunity to offer thoughts on other pieces of legislation. **Mr. Taylor** said certainly, yes and since about August I've sent out kind of a number of emails asking commissioners and department heads for any suggested legislation so yes, anytime you would like to address that feel free to send me an email. **Commissioner Walker** said it's like with the way I did my homework in college, until you're under the gun and the pressure there is always something else that's front and center and when you send something out in August and it's not due until January it's kind of hard for me to get motivated to put a lot of effort and thought into it. It's just the way I'm constructed. I can't do my homework in advance. I've got to be right under the gun. **Mayor Holland** said maybe we could appoint a tutor, a homework tutor. **Commissioner Walker** said it would be wasted money.

Mayor Holland said I think on December 10th we are going to be here at this table with our legislators. If there is a policy item you want to float out, I would say send that to Mike now and we can have the discussion and try to find some time between now and December 10th to talk about it. **Mr. Taylor** said I will have that document to you a week before that meeting on the 10th so you all have a chance to review it. Again, those are all going to be proposed positions that I've heard from department heads or you all. It's totally up for discussion and to be changed because it's your document.

Commissioner Philbrook said I agree with most everybody else here. Yes, it's time for us to kind of get off of our laurels and actually have to do a little work around this casino stuff and accept some responsibility that we might have to change things. I do have a point of information. The contract that we presently have with Hollywood, is it possible to renegotiate that and I'm just asking that because you know if there is something that we can change with them that would make it more palatable and also work with the other folks to come in so people are happier, I just don't know if that's possible. That's the question. **Mr. Bach** said the contract we have with them is between us and Hollywood Casino so if we wanted to open that up at the local level and work on that—**Commissioner Philbrook** said the point being is that I don't know that we need to be just stuck with this is what we have and we're stuck here you know kind of concept and maybe it is that way, but if we just say it then why are we even talking? I just want possibilities. **Mr. Taylor** said, commissioner, the real contract that's there is with the State of Kansas between the casino and the State of Kansas and that's the breach of contract they are talking about if the State passes this law and changes it, it would be breaching the contract they signed for a 15-year lease on operating this casino with the State. **Commissioner Philbrook** said then they're mad at the State but I was just curious if there is any way we can help.

Mr. Bach said I was just going to add that on the presentation as Commissioner Walker laid out, Mike, correct me and make sure we're following the format that the commissioners want that we have is as Mike lays out the format for this and we can advance what our program is and then we have the legislators here and then I believe, Mike, you will walk through not every issue we have in the program, but probably the top seven or eight I suppose. **Mr. Taylor** said we generally have a priority issues that I put on one page that's kind of the hot issues for this particular session. The rest of it is kind of longstanding or broad format positions. **Mr. Bach** said as he goes through that I mean that's an opportunity not only to engage that with the legislators about why we're strong on that or what our feelings are or if we want to take some exception I guess to our position, but I would hope we would like Mike know in advance if we're there.

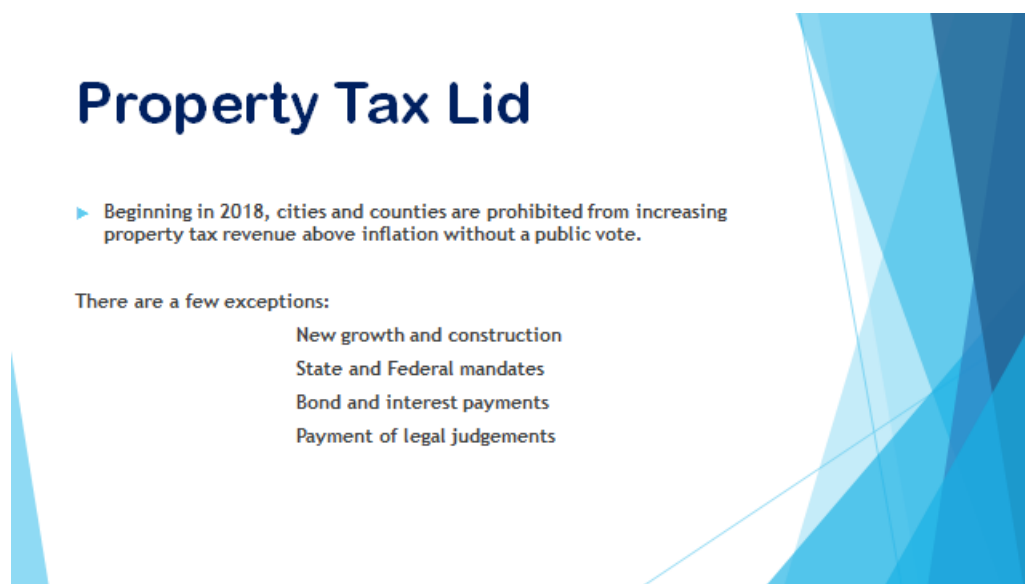
Mayor Holland said if there are suggestions to how—if there are some folks that want to talk to Mike about possible legislative options around the Woodlands piece, I think now is the time to

do that. If there is a position that we want to take it is a legitimately complicated—I would say a legitimately complicated undertaking.

Mayor Holland said we do need to transition to the other piece which I think is more troubling by far which is the Tax Lid. I would also note we are 15 minutes from our 7:00 p.m. and it usually takes that much time to transition our technology. I would suggest because our meeting is on December 10th we need to continue with this conversation and potentially start our 7:00 p.m. late. We've have done that a couple of times. I do like to end these on time and start our 7:00 p.m. on time, but I think this conversation is one that we very much need to have.

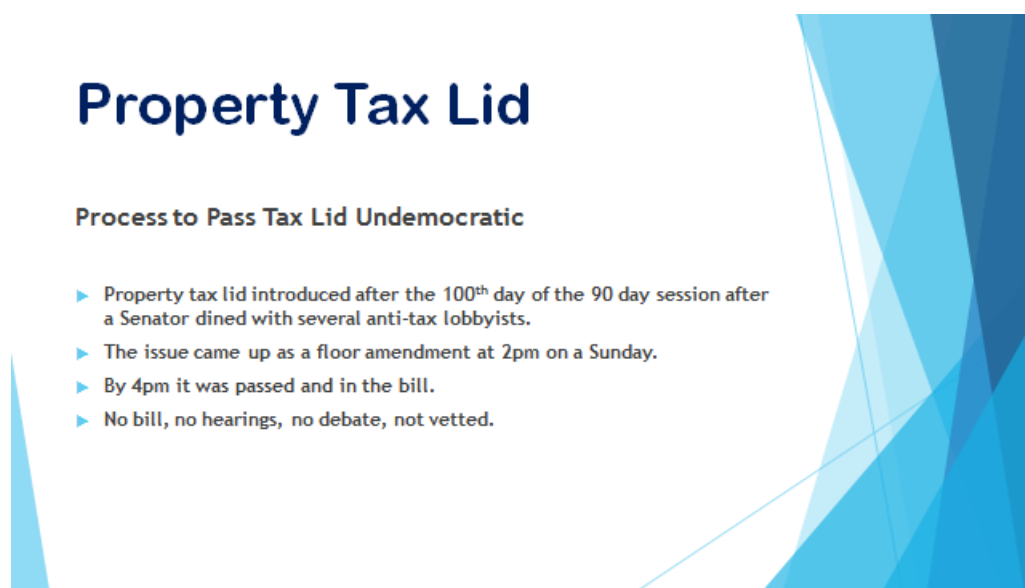
Tax Lid

Mr. Taylor said I can go through this pretty quickly. I'm going to give you kind of the background of what happened with the Property Tax Lid whereas the supporters of this measure call it the Voter Requirement Bill. What it does is and this was rolled together with a number of the other tax changes that were passed at the very end of the session on the 114th day of a 90 day session, late at night.



Beginning in 2018 cities and counties are prohibited from increasing property tax revenue above inflation unless you hold a public vote approving that increase. Now, they did put into that law a few exceptions. So if you have new growth and construction, your assessed value grows because

you've added a \$200M soccer stadium to the tax rolls or you've annexed which isn't an issue for us, but for some cities an area outside the city, so you've grown; they are saying that's okay you can count that toward because you are increasing revenues. State and Federal mandates, cost of Bond & Interest payments and the payment of legal judgements. That's what got put into the initial bill. Some of that is going to change and there is also already a bill I've seen a draft of that would move this to 2016, not 2018 and it would take away some of these exemptions.



Property Tax Lid

Process to Pass Tax Lid Undemocratic

- ▶ Property tax lid introduced after the 100th day of the 90 day session after a Senator dined with several anti-tax lobbyists.
- ▶ The issue came up as a floor amendment at 2pm on a Sunday.
- ▶ By 4pm it was passed and in the bill.
- ▶ No bill, no hearings, no debate, not vetted.

This is my lobbying spill that I've done to several groups including the realtors who are pushing for this. The process to pass it was undemocratic. It was introduced after the 100th day of the session after a Senator dined with several lobbyists who were anti-tax lobbyists. The issue came up as a floor amendment at 2:00 p.m. on a Sunday afternoon. I was there when it was introduced and by 4:00 p.m. it was passed and in the bill. There was never a bill introduced, there was never a hearing, there was never any real debate and the bill certainly wasn't vetted by anyone.

Property Tax Lid

Tax Lid is Unworkable

- ▶ Budget proposals introduced in June with workshops and hearings in July.
- ▶ Budgets adopted around August 1. Assessed values not certified until August 25.
- ▶ How do you hold an August 1 election when a final budget isn't even approved?
- ▶ Election Commissioner needs at least 60 days notice to prepare the ballot.
- ▶ Military Voting Act requires overseas military receive ballot 45 days before election.
- ▶ A November election could mean an entire new budget has to be re-debated and approved.
- ▶ Doesn't leave enough time for clerks to get tax notices prepared and sent in time, especially because in many counties the clerk also has to run the election.

It's unworkable because it wasn't vetted and so budget proposals generally are worked and introduced in June or early July with workshops and hearings throughout the month of July. The budgets are generally adopted around August 1st. Assessed values certified August 25th. How do you hold an August 1st election if you haven't even adopted your budget yet and how do you know if it's going to be an increase in the mill levy above the CPI? That doesn't work. You can't have an August 1st election. You would have to then out of necessity either hold a special election which is very expensive or do a November 1st election. The Election Commissioner needs at least 60 days to prepare the ballot so if you just look at that timeline, it doesn't work with the budgeting cycle as spelled out by state law. Also, the Military Voting Act requires overseas military personnel to receive their ballot 45 days before an election. If you just think about that, the cycle doesn't work at all. How do you hold an election if you should go over that CPI and so what would happen then is I suppose have to have a November election and if it fails, you're sitting there November 1st having to start over with an entire new budget proposal. A lot of the counties don't like that because the Clerks have to get the tax notices prepared and sent out and in most counties other than the four largest they are also the election official and so they are having a lot of fits about this because how do we get values certified, get tax notices prepared and prepare for a special election so it's totally unworkable.

Property Tax Lid

Tax Lid is Unnecessary

- ▶ Local governments already must comply with the Truth in Taxation law which requires an extra vote if taxes exceed the previous year and Consumer Price Index.
- ▶ The \$5.8-billion that proponents claim could have been saved is a myth. From 2004-2014 local property taxes went up 7%, but that includes new growth/construction and approved bond issues.
- ▶ Between 2004-2014, 1st class cities (25 largest) raised property taxes 3% when adjusted for inflation and population growth.
- ▶ Population in those cities grew 10% in those years versus a 3% tax increase.
- ▶ New growth/construction is positive, but it also has a cost. New streets, more police, firefighters...

It's actually unnecessary. There's already the Truth in Taxation law which requires an extra vote if you exceed the previous year in the Consumer Price Index. Supporters of this claim that if this had been in place since 1999 when the former Tax Lid went away that taxpayers across Kansas would have saved \$5.8B in property tax increases. It's totally a myth and the reason it is, is because they are counting every increase that happened in the state over that 15 year period. That means new growth, new construction, it means bond issues that were approved by voters to build a new community swimming pool and my argument is to be fair you need to extract those numbers from this total number to give the real increase. The fact is from 2004 to 2014 local property taxes across the state went up 7% and that includes new construction, growth and approved bond issues. First Class cities, the 25 largest in Kansas, raised property taxes 3% when adjusted for inflation and population growth. In those cities, those 25 cities, the population over that time period grew 10% so you've got a 10% growth in population and only a 3% growth in the property taxes. **Mayor Holland** asked was there a recession between those years as well. **Mr. Taylor** said I believe there was, yes. New growth and construction is positive but it does come with a cost. I mean if your community grows, you might have to build a new street or a new turn lane or hire some more police or firefighters and do that kind of thing. The numbers that they're counting don't include for any of that.

Property Tax Lid

Tax Lid is a Violation of Local Control

- ▶ Many Republicans say they support smaller government, less intrusion, less regulation.
- ▶ They rail against the Federal government imposing mandates on the State, yet they repeatedly meddle in the business of local government, trampling local control.
- ▶ Local control is the definition of small government.
- ▶ Kansas voters 60 years ago approve the Home Rule Amendment of the Kansas Constitution because they didn't want the Legislature dictating its values and political philosophy of the moment.
- ▶ The State did not include its portion of every tax bill (1.5-mills) as part of the required public vote. So the State will continue to reap extra dollars even if local governments can not.
- ▶ From 1998-2013, the property taxes collected by State increased 67%. Property taxes collected by the 25 largest cities only increased 3%.

It's also clearly a violation of local control and it's interesting because the majority of the Republicans say they support smaller government, less intrusion, less regulation; they rail against the Federal government. Having any kind of mandate put on that whether its environmental regulations, Affordable Care Act type things, the Lesser Prairie Chicken being declared an endangered species they scream and yell about it, but yet they don't hesitate to turnaround and meddle in the business of local government and trample over all of our local control and I have a problem saying it here to you because I say this in testimony to them all the time and after my vim that there is a Home Rule Amendment in the Kansas Constitution that was approved over 60 years ago by the voters of Kansas and that was a small government measure. That was local control, decisions by our locally elected officials is better than decisions being mandated from big brother in Topeka or in Washington. Here's another thing that's hypocritical about this is the State you know of every tax bill you pay 1.5 mills of that and goes to the State of Kansas. Well, they didn't exempt or require themselves to have a public vote so what they do is they would be able to reap extra dollars from an increase in the mill levies, but we wouldn't be able to. The other point that they don't make is from 1998 to 2013 the property taxes collected by the State increased 67%. The property taxes collected by the largest 25 cities increased only 3%. If you remember, they raised the sales tax this year. They didn't require a public vote to do that. They just did it.

Property Tax Lid

Local Governments are Efficient and Responsible

- ▶ From 1997-2006, the Unified Government dropped the city-county mill levy 26%... from 97 to 70 mills. It's now at 82 mills still 16% less than a decade and a half ago.
- ▶ The only reason the tax rate went up is because the State Legislature welched on legally obligated funding, repealed the property tax on machinery and equipment; stopped the mortgage revenue fee; and the loss of property values due to the recession.
- ▶ UG furloughed employees, cancelled pay raises for several years and cut spending 20% in every department.

I make points, and you all know this, but this is to other groups; I think local governments have shown that we are efficient, we are responsible and the fact is they don't like it when I say this and they look, the biggest reason for property tax increase in the State of Kansas is the Kansas Legislature. How can you say that? Well, let's look at the legally obligated funding that you've welched on, the LAVTR monies that you haven't paid which is now coming close to \$2B since they stopped paying it to all local governments in Kansas. Let's look at the repeal of property tax on Machinery & Equipment. That didn't cost the State, that cost local communities and it has cost our community hundreds of millions of dollars in assessed value. They have stopped the Mortgage Registration Fee which is going to cost us several million dollars and then, of course, there was the loss of property values due to the recession. Property tax increases came because of a reason and I argued primarily it's because of things the legislature has done to us, not because we're just out there, as they like to say, spending money like drunken sailors. **Mayor Holland** said our revenues show in the last ten years we've averaged \$6M in losses from either State revenue or State policy changes which is about \$60M over the last ten years in direct loss to the Unified Government.

Property Tax Lid

- ▶ The Tax Lid on Local Government is unworkable, unnecessary, a violation of local control and was passed in an undemocratic way.
- ▶ It needs to be repealed.

What we're calling for is because the Tax Lid is unworkable, unnecessary, it's a violation of local control and it was passed in an undemocratic way that was really done secretly with no hearings; we're going to introduce legislation, I say we and I mean the League of Municipalities and the Association of Counties; not just the Unified Government a bill that would repeal this law. We think probably that's not going to happen so we're working on a Plan B which is to at least try to make it workable and get some other exemptions, exceptions put in there and we've got a whole list of them. The fact is even if this goes ahead, it's got to be fixed because the election requirement doesn't work. **Mayor Holland** said the other piece that I think is infuriating when we build a Healthy Campus downtown, in downtown Kansas City, Kansas; a \$30M capital investment in downtown, one of the goals is that it would raise property values around it. You cannot capture the increased property values of our own development so we have invested in our urban area—Indian Springs another example. When we redevelop Indian Springs it will raise property values in the properties around it. We will not be able to capture that grown value because of the investment we made without going out to a public vote and so it's an anti-investment, anti-growth legislation. This is the other challenge they've given us, we're looking right now for next summer how much of the \$12M in STAR Bond revenue payoff do we apply towards reducing our mill levy. Can we reduce our mill levy when we can't raise it again? It's put us in a bind. They have disincentivized us to invest in our community, they've disincentivized us to lower our mill levy, and they have created a really toxic top down environment at the State on local control. I mean there are so many layers of problem to this and

did not impose it on themselves. We can grow our city and they will benefit from our growth in our city, but we won't and that's a problem. I think our long-term strategy is to reduce our mill levy down to a competitive rate, well they have disincentivized that for all communities or mill levies at all and it doesn't just hurt the Unified Government, it hurts our school district while they're cutting money for the school district it does not allow the school district to capture new revenue either. It also constricts our community college. All of the groups in our community are going to be hit very hard by this piece of bad really toxic legislation. **Mr. Taylor** said this also, Mayor, applies to Drainage Districts, Library Boards, other kinds of taxing entities if they have a budget that's over \$1K and I think that's just being learned that this really has a far reaching affect. I mean it's easy to say okay well it affects the City of Wichita, it affects the Unified Government, Shawnee County; but it also affects all these little entities, Drainage Districts, Improvement Districts, and Townships. **Mayor Holland** said I would point out there have already been local elections and they elected this board to make these decisions and if we make bad decisions about taxes, I can assure you the voters will come to the polls and let us know. What a mess.

Mr. Taylor said I will be proposing in the Legislative Program as our number one issue that we get the Tax Lid repealed. The Greater Kansas City Chamber, I've presented this to them and they've taken that position, the KCK Chamber will take that position and actually the Kansas City area realtors took a position that flew against what their statewide organization wanted. They are at least saying leave it at 2018 and add a lot more exemptions to it so we were effective there as well. We've got some support out there but it's mostly the anti-tax folks, the people that you would suspect, the Americans for Prosperity, Kansas Policy Institute that are pushing this.

Mayor Holland said it will take us some time to convert our technology downstairs. We will begin downstairs at 7:15 p.m.

**MAYOR HOLLAND ADJOURNED THE
MEETING AT 6:59 P.M.**

dt

Bridgette Cobbins
Unified Government Clerk

November 12, 2015

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

SPECIAL SESSION, THURSDAY, NOVEMBER 19, 2015

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in special session, Thursday, November 19, 2015, with six members present: Bynum, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; and Holland, Mayor/CEO; presiding. Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Walters, Commissioner Seventh District; and Philbrook, Commissioner Eighth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Interim Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Gordon Criswell, Asst. County Administrator; Joe Connor, Asst. County Administrator; Melissa Mundt, Asst. County Administrator; and Maureen Mahoney, Asst. to Mayor/Chief of Staff.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: Johnson, Kane, Markley, Bynum, Walker, Holland.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, November 19, 2015, at 5:00 p.m. in the 9th floor conference room of the Municipal Office Building for an executive session regarding personnel and labor.

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

Commissioner Bynum made a motion, seconded by Commissioner Markley, to go into executive session for 20 minutes regarding personnel and labor. Motion carried unanimously.

**MAYOR HOLLAND RECONVENED INTO SPECIAL SESSION
AND ADJOURNED THE MEETING AT 5:17 P.M.**

dt

Bridgette Cobbins
Unified Government Clerk

November 19, 2015



Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: November 19, 2015

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 November 19, 2015

1. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received on November 18, 2015, for Project ID #5801– Turkey Creek Outlet Wingwall Repair and #B25781 – Memorial Hall New Elevator & Removal Plan.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor and Building & Logistics.

2. COMMUNICATIONS:

Lew Levin, Chief Financial Officer, regarding warrant cancellations:

<u>WT. NO.</u>	<u>ISSUED</u>	<u>AMOUNT</u>	<u>FUND / VENDOR</u>
777000	10/30/2015	\$389.26	165/County Aging V #20667 Wrong Vendor
765142	5/1/2015	\$44,027.58	170/County Mental Health V #32080 Lost Warrant
769517	7/2/2015	\$9.87	564/Emergency Medical Services V #80631 Past 45 days

Action: Received and filed.

3. PERSONNEL ACTION COMMUNICATION, DATED NOVEMBER 19, 2015:

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Katrina O. Even	Health/PHS	11/20/15	Dietitian
Jennifer M. Goss	Comm Corr	11/14/15	ISO

Section VIII - Other Request

Name	Department/Division	Action Requested and Explanation
Matthew S. Hendren	Parks/Rec	Amend PAC 11/2/15 to reflect change in vacation to and sick effective 11/12/15

Action: Received and filed. Copy previously forwarded to Payroll.

4. CLAIM FOR DAMAGES:

Michelle M. Lopez, 4127 Thompson St. Apt 13, KCK, alleging injuries from falling down into a hole.

Action: Received and filed. Copy previously forwarded to Legal Department.

5. SUMMONS:

Lawrence Goldblatt vs. Unified Government of Wyandotte County/KCK, Case No. 2014-CV-0001131.

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

6. TRAVEL REQUESTS:

Maribeth Gardner, Prevention/NFIRS, travel to Emmitsburg, MD, October 31 – November 7, 2015, to attend the National Fire Academy-NFIRS Program Manager Course, Employee Training & Travel.

Sharon Gay Hall, PHD/CDC/EP, travel to Omaha, NE, November 16 – 18, 2015, to attend the Association of Healthcare Emergency Preparedness Professionals (AHEPP) Conference, Regional Preparedness Funds.

James M. Zeeb, Fire/Training, travel to Indianapolis, IN, April 18 – 23, 2015, to attend the Fire Department Instructors Conference (FDIC International), Employee Training & Travel.

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

7. CANCELLATION NOTICES:

Electrical Contractor's Bonds:

Robert Brooks DBA Star Electrical
Electrical Enterprises, Inc.
Scott Joseph Brocato
A Hammer for Hire

HVAC Contractor's Bond:

Luke Heating & Air Conditioning

Mechanical Contractor's Bonds:

Joseph T. Shaffer DBA Jay's Plumbing & Heating, Inc.
Foley Company
Rodina Company, Inc.

Plumber's Bonds:

Scott's Custom Plumbing, LLC
Crawford Mechanical Contractors

Joseph T. Shaffer DBA Jay's Plumbing & Heating, Inc.
Sandmoen Enterprises, Inc.

Action: Referred to License.

8. APPLICATIONS FOR CMB LICENSE (OP):

Bonito Michoacan/William Hutton DBA Bonito Michoacan, 1150 Minnesota Ave.
Casey's Retail Company/William Hutton DBA Casey's General Store #2876, 13000 State Ave.
Fredy Rios/Franklyn Stinson DBA Sabor Centro Americano, 1304 Central Ave.
JA Supermarkets, LLC/Aaron Frazell DBA El Rio Bravo, 11 S 10th St.
Jeff Stehney/Dennis Brown DBA Joe's Kansas City Bar-B-Cue and Catering, 3002 W. 47th Ave.
Happy Foods North, Inc./James Odel DBA Happy Foods North, 5420 Leavenworth Rd.
NPC International/Jessica Bias DBA Pizza Hut, 4601 Shawnee Dr.
RG Asian Store, LLC/Rai Ram Bahadur DBA RG Asian Store, 1036 Sandusky Ave.
Target Corporation/Daniel Lee DBA Target Store T-2222, 10900 Stadium Pkwy.
Three Star Company/David Allerico DBA 7-Eleven Store 13245E, 2500 Central Ave.
QuikTrip Corporation/Luke Pittman DBA QuikTrip #172, 8200 Parallel Pkwy.
QuikTrip Corporation/Luke Pittman DBA QuikTrip #231, 4202 Kansas Ave.
QuikTrip Corporation/Luke Pittman DBA QuikTrip #239, 555 N. 78th St.
Varsha Commercial, LLC/Lava Raj Shah DBA Stop N Go #2, 1200 Central Ave.

Action: Referred to License.

9. APPLICATIONS FOR DRINKING ESTABLISHMENT:

Silvur Dolla Enterprises, LLC/David Snyder DBA Wave Lounge and Grill, 16 N. James
Connie Padgett/N/A DBA Dotlanders, 1705 Central Ave.
Borberg Pizzeria, Inc./June Broderson DBA Borberg Pizzeria, Inc., 1713 Village West Pkwy.
Timothy Drummer/N/A DBA Rhythm & Blues Lounge, 4220 Leavenworth Rd.
James Hendricks/James Hendricks DBA Danny's Bar & Grill, 10940 Parallel Pkwy.

Action: Referred to License.



Unified Government Clerk's Office

Bridgette D. Cobbins

Unified Government Clerk

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<http://www.wycokck.org>

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: November 25, 2015

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.

cm

Attachment

Weekly Business Material for November 25, 2015

1. PERSONNEL ACTION COMMUNICATION, DATED NOVEMBER 24, 2015:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Jose L. Gomez	Comm Corr	12/3/15	ISO
Tara R. Gorman	Appraiser	12/3/15	Admin Supt Asst.

Section II - Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Ashley R. Brown	Comm Corr	11/5/15	ISO	ISO
Nicholas R.. Hays	PW/WPC	11/19/15	General Maint Worker	Sewer Maint Worker I
Phillip J. Helliker	PW/Street	11/19/15	General Laborer	Equipment Operator I
Joanna M. Sabally	Health/Admin	11/19/15	Prog. Coordinator	Prog. Coordinator
Clayton D. Schratter	PW/WPC	11/19/15	General Maint Worker	Sewer Maint Worker I

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
James W. Baty	Process Server	11/18/15	Process Server
Brook K. Rentz	Health	11/24/15	Project Engineer
Artis D. Smith	Parks/Rec	11/18/15	Groundskeeper II

Section IV - Leave of Absence

Name	Department/Division	Leave Beg.	Leave Ends
Celisha S. Towers	Sheriff/Detention	11/29/15	12/28/15

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
JoEllen Garcia	Finance/Treasury	11/26/15	Prof Fiscal Asst.
Richard R. McMichael	Appraiser	11/5/15	Appraiser

Section VII - Reclassification

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Cassandra R. Taylor	PW/WPC	11/19/15	Admin Supt Specialist	Prof Programs Asst.

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Matthew Cross	Police	ACD code change effective 11/26/15
Steven Kopp	Police	ACD code change effective 11/26/15
Dennis McMillin	Police	ACD code change effective 11/26/15
Ryan C. Teel	Parks/Rec	Amend PAC 11/10/15 to reflect change effective 11/5/15
John W. Zimbelman	Fire	Out of class pay, oc code change effective 11/12/15

Action: Received and filed. Copy previously forwarded to Payroll.

November 25, 2015

2. CLAIM FOR DAMAGES:

Wyandotte Health Foundation vs. Unified Government of Wyandotte County, through Attorney Reid F. Holbrook, Holbrook Law, LLC, 13200 Metcalf Ave., Suite 100, Overland Park, KS.

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

3. TRAVEL REQUESTS:

David Coleman, Buildings & Logistics and Robert Rome, Sheriff's/Detention, travel to San Diego, CA, December 7 – 11, 2015, to attend Western Detention Equipment Training Program, SCAAP.

John Paul Jones, Fire Department, travel to Lawrence, KS, October 23 – 28, 2015, to attend KSAFC Annual Conference, Employee Training/Travel.

John Paul Jones, Fire Department, travel to Appleton, WI, November 16 – 18, 2015, to attend Fire Apparatus/Final Inspection, Employee Training/Travel.

Ronald R. Starbuck, HAD/EP/SC, travel to Anniston, AL, November 30 – December 5, 2015, to take CDC SNS Course, N/A.

Greg Talkin, NRC, travel to Lawrence, KS, December 4, 2015, to attend Lawrence Contractor 2015 Education Seminar, Employee Training/Travel.

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

4. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Michael Bradford/Kevin Ward d/b/a Ward Guard Security, 17215 S. Benton Dr., Belton, MO.
Kansas City Ultimate Security, Inc./Delonda Green d/b/a Kansas City Ultimate Security, 4406 E. 107th St., Kansas City, MO.

Action: Referred to License.



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Bridgette D. Cobbins

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Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: December 3, 2015

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 December 3, 2015

1. COMMUNICATION:

Rachel Lipman Reiber, attorney for Sure West Kansas, Inc. and Consolidated Communications Holdings, Inc. regarding Consolidated Communications Holdings' intent to purchase all outstanding equity interests of Sure West Communications, the parent company of Sure West Kansas, which holds a telecommunications franchise from the UG (O-38-07), entities effective January 1, 2016.

Action: Received and filed. Copy previously forwarded Finance and Legal.

2. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received on November 25, 2015, for B25905 – 2015 Sanitary Sewer Rehabilitation and Repair, Contract 1, Project 6301; and B25926 – HVAC Replacement Installation at Cricket Wireless Amphitheater.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor, Public Works and Building & Logistics.

3. REPORT:

Board of Public Utilities of Kansas City Kansas 2015 Third Quarter Unaudited Financial Statement Reports for the period ending September 30, 2015.

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 1, 2015:

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Joseph S. Anthony	Parks/Rec	12/4/15	Groundskeeper I
Amanda J. Rank	Police/Comm.	12/23/15	Public Safety Dispatcher
Noemi Salas	Police/Comm.	12/21/15	Public Safety Dispatcher

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Mary C. Theus-Mills	Municipal Court	Out of class pay from oc code 0140 to 5125 and rg/stp effective 9/10/15
Mary C. Theus-Mills	Municipal Court	Out of class pay from oc code 0140 to 5125 and rg/stp effective 12/29/15

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 3, 2015:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Joshua Knipfer	DOTS	12/3/15	Intern

Section II - Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Parker E. Dean	PW/Fleet	12/3/15	Fleet Service Worker	Fleet Maint Tech I
Diana J. Jimenez	CAO	12/3/15	Admin Supt Spec	Prof Asst

Section III - Separations

Name	Department/Division	Eff. Date	Status/ Reason	Job Title
Mychael W. Burns	Sheriff/Juv	11/19/15	A/G	Juv Detention Ofr
Emily K. Keyser	Appraiser	12/4/15	A/I	Appraiser/RE Appraiser

Section VIII - Other Request

Name	Department/Division	Action Requested and Explanation
Sherry L. Johnson	Transportation	ACD code change effective 11/19/15

Action: Received and filed. Copy previously forwarded to Payroll.

6. CLAIMS FOR DAMAGES:

Darryl & Kimberly Bagley, 4106 Haskell Ave., KCK, alleging damage to personal property due to sewer back-up.

Stanley E. Bartley, 6422 Cernech Rd., KCK, seeking monetary reimbursement due to being charged for a sewer charge on their BPU bill while having a septic system.

Eric E. Nelson, through attorney Andrew S. Talge, 804 Bryant Building, 1102 Grand Blvd., KCMO, seeking monetary damages due to job loss after being falsely arrested.

Daniel and Norma Williams, 1056 Laurel Avenue., KCK, alleging damage to vehicle due to hitting a rod in the street.

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

7. REQUEST FOR DEFENSE AND NOTIFICATION OF SUIT PURSUANT TO THE KANSAS TORT CLAIM ACT IN CASE #2015-CV-001056, JUAN OLIVAS, et al. et. al vs:

Jacob Seibel #1974

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

8. APPLICATIONS FOR CMB LICENSE (PKG):

7-Eleven Sales Corporation/Craig Johnson DBA 7-Eleven Store #36679, 3944 Rainbow
Clarence Wietham/James Odle DBA Happy Foods West, 6700 Kaw Dr.
Claudia Anderson/DBA Casino Bar, 1100 Osage Bar
Fill N Shop/John Berger DBA Fill N Shop, 756 County Line Rd.
HOA Kansas Restaurant Holder, LLC/Teresa Cawthon DBA Hooters, 1712 Village West Pkwy.
M and H Food Mart, Inc./Wanda Gibbs DBA Quick Mart, 2406 S. 51st St.
Mayan Saxena/Govinda Regmi DBA Fast Trip, 4039 Metroplitan
Midwest Fuels, LLC/William Hutton DBA BP Quick Shop, 300 N. 78th St.
Nayna Patez/Perry Haden DBA Super Store, 13815 Polfer Rd.
Quick Start, LLC/Gurmeet Singh DBA Phillips Gas Station, 954 State Ave.
Supermart El Torito, Inc./Ramiro Romo-Veramontes DBA Supermart El Torito, Inc. 1409
Central Ave.
Walgreen Co./Shawna Akers DBA Walgreens #07550, 7739 State Ave.
Walgreen Co./Shawna Akers DBA Walgreens #10125, 2850 State Ave.

Action: Referred to License.

9. APPLICATION FOR CMB LICENSE (OP):

KC Civic Center, LLC/Wesley Lona DBA Bermudas, 6220 Kansas Ave.

Action: Referred to License.

10. APPLICATION FOR DRINKING ESTABLISHMENT:

Samuel Sparks/DBA Club Sparks, 1436 Kansas Ave.

Action: Referred to License.



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UG Clerk

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Electrical Enterprises, Inc.
Scott Joseph Brocato
A Hammer for Hire

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Luke Heating & Air Conditioning

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Foley Company
Rodina Company, Inc.

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Happy Foods North, Inc./James Odel DBA Happy Foods North, 5420 Leavenworth Rd.
NPC International/Jessica Bias DBA Pizza Hut, 4601 Shawnee Dr.
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Connie Padgett/N/A DBA Dotlanders, 1705 Central Ave.
Borberg Pizzeria, Inc./June Broderson DBA Borberg Pizzeria, Inc., 1713 Village West Pkwy.
Timothy Drummer/N/A DBA Rhythm & Blues Lounge, 4220 Leavenworth Rd.
James Hendricks/James Hendricks DBA Danny's Bar & Grill, 10940 Parallel Pkwy.

Action: Referred to License.

(Published in *The Wyandotte Echo* on December __, 2015)

ORDINANCE NO. O-__-15

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2016-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN IMPROVEMENTS AND PAYING THE COST OF ISSUING SAID BONDS; AUTHORIZING THE EXECUTION AND APPROVAL OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), now owns and operates a municipal waterworks plant and a municipal electric-light plant (herein collectively called the “Utility System”), which Utility System is managed, operated, maintained and controlled on a day-to-day basis by an administrative agency of the Unified Government known as the Board of Public Utilities (the “BPU”) consisting of six (6) elected members; and

WHEREAS, the Unified Government is the successor to the City of Kansas City, Kansas (the “City”), as a result of the consolidation of the City and Wyandotte County, Kansas, effective December 1, 1997, and is acting as a city of the first class herein; and

WHEREAS, in order to refund certain indebtedness of the BPU, the City has previously issued its Utility System Revenue Refunding Bonds, Series 1985 (the “Series 1985 Bonds”), dated June 15, 1985; and

WHEREAS, the Series 1985 Bonds were authorized pursuant to the provisions of an Indenture of Trust dated as of June 15, 1985, by and between the City and Security Bank of Kansas City, as trustee (the “Trustee”), as heretofore amended, including without limitation, by the First Amendment to Indenture of Trust dated as of December 1, 1998, and by the Eighth Supplemental Indenture of Trust dated as of December 1, 1998 (as so amended, the “Series 1985 Indenture”); and

WHEREAS, in order to simplify administration of the Trust Estate created by the Series 1985 Indenture and make certain clarifications to provisions of the Series 1985 Indenture, the Unified Government previously executed and delivered the First Amended and Restated Indenture dated as of June 1, 2014, by and between the Unified Government and the Trustee (the “First Amended and Restated Indenture”); and

WHEREAS, in order to modernize and further simplify the administration of the Trust Estate the Unified Government executed and delivered the Second Amended and Restated Indenture dated as of June 1, 2014, by and between the Unified Government and the Trustee (the “Second Amended and Restated Indenture”), which Second Amended and Restated Indenture will become effective on the first date upon which a majority of the outstanding bonds issued under the Series 1985 Indenture and the First Amended and Restated Indenture are bonds that were issued on or after the issue date of the Series 2014-A Bonds; and

WHEREAS, Article II of the Series 1985 Indenture authorizes the issuance of Additional Bonds (as defined in the Series 1985 Indenture) upon certain requirements set forth therein having been met; and

WHEREAS, in accordance with the Series 1985 Indenture, the Unified Government has previously issued Additional Bonds, of which the following series (the “Outstanding Bonds”) remain outstanding:

<u>Name of Bonds</u>	<u>Series</u>
Utility System Refunding Revenue Bonds	2004
Utility System Improvement Revenue Bonds	2004-B
Utility System Improvement Revenue Bonds	2009-A
Utility System Refunding Revenue Bonds	2010-A
Utility System Improvement and Refunding Revenue Bonds	2011-A
Utility System Refunding Revenue Bonds	2012-A
Utility System Improvement Revenue Bonds	2012-B
Utility System Improvement and Refunding Revenue Bonds	2014-A

WHEREAS, pursuant to the provisions of Charter Ordinance No. CO-5-01 as amended by Charter Ordinance CO-3-02 of the Unified Government, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 et seq. and pursuant to certain ordinances and resolutions adopted by the governing body of the Unified Government (including particularly Resolution R-128-13), the Unified Government has approved certain improvements to the Utility System (the “Improvements”) including the installation of air quality control systems (AQCS) on the Nearman Creek Power Station Unit 1 along with the addition of associated material/reagent handling equipment, which shall include the installation of selective catalytic reduction (SCR) to reduce NOX emissions, a dry flue gas desulfurization (FGD) scrubber to reduce SO2 and acid gases emissions, a powdered activated carbon (PAC) injection system to reduce mercury, a pulse jet fabric filter system to reduce particulate emissions, and balance of plant equipment required for the AQCS, and all other necessary and related improvements to the Nearman Creek Power Station; and

WHEREAS, in order to provide funds to (a) pay the costs of the Improvements, and (b) pay the costs of issuance of the bonds to be issued for such purposes, the Unified Government desires to issue a series of Additional Bonds to be designated “Utility System Improvement Revenue Bonds, Series 2016-A,” (the “Series 2016-A Bonds”), of the Unified Government of Wyandotte County/Kansas City, Kansas, pursuant to the terms and provisions of the Eighteenth Supplemental Indenture of Trust dated as of February 1, 2016 (the “Eighteenth Supplemental Indenture of Trust,” the Series 1985 Indenture, First Amended and Restated Indenture, the supplemental indentures authorizing the Outstanding Bonds and the Eighteenth Indenture are collectively referred to as the “Indenture”); and

WHEREAS, the Series 2016-A Bonds will be secured on a parity with the Outstanding Bonds and any Additional Bonds under the terms of the Indenture; and

WHEREAS, Piper Jaffray & Co., Inc., on behalf of itself and the other underwriters (collectively, the “Underwriters”), has agreed to purchase the Series 2016-A Bonds pursuant to the terms of a Contract of Purchase between the Underwriters and the Unified Government, and the Unified Government wishes to proceed with the sale of the Series 2016-A Bonds to the Underwriters.

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

Section 1. The Series 2016-A Bonds. The Unified Government hereby finds and determines that it is necessary and essential to issue the Series 2016-A Bonds to provide funds to pay the costs of the Improvements and to pay the costs of issuance of the Series 2016-A Bonds.

Section 2. Authorization of the Series 2016-A Bonds. Pursuant to and in accordance with the Act, the Unified Government is hereby authorized to issue and sell the Series 2016-A Bonds. The Series 2016-A Bonds shall be Additional Bonds under the Indenture and shall be issued and secured pursuant to the Eighteenth Supplemental Indenture and shall be in such aggregate principal amount, bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates, shall be subject to redemption, shall be in such forms, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Eighteenth Supplemental Indenture.

The sale of the Series 2016-A Bonds to the Underwriters is hereby authorized and approved and the Mayor/Chief Executive of the Unified Government is hereby authorized to enter into a Contract of Purchase between the Unified Government and the Underwriters (the "Contract of Purchase") with regard to the Bonds, subject to the following conditions:

1. The principal amount of the Series 2016-A Bonds shall not exceed \$133,000,000.
2. The deposit to the Series 2016-A Project Account within the Construction Fund shall not exceed \$125,000,000 to pay the costs of the Improvements, exclusive of any capitalized interest to and including March 1, 2017.
3. The true interest cost for the Series 2016-A Bonds shall not exceed 4.600%.
4. The final maturity date for the bonds shall not occur after 2045.
5. The underwriters' discount shall not exceed 0.350% of the principal amount of the Series 2016-A Bonds.
6. The first call date for the Series 2016-A Bonds shall be no later than September 1, 2027, at a price equal to 100% of the principal amount of the Series 2016-A Bonds to be outstanding after such first call date.

The determinations of whether the foregoing conditions are satisfied shall be made by the Mayor/Chief Executive upon the advice and recommendation of the Unified Government's Chief Financial Officer, financial advisor and bond counsel. The confirmation of the foregoing determinations shall be conclusively evidenced by the execution of the Contract of Purchase by the Mayor/Chief Executive Officer.

Section 3. Limited Obligations. The Series 2016-A Bonds shall be limited obligations of the Unified Government payable solely out of the Net Revenues (as defined in the First Amended and Restated Indenture) derived by the Unified Government from the operation of the Utility System and such Net Revenues shall be pledged and assigned to the Trustee as security for the payment of the Series 2016-

A Bonds as provided in the Indenture. The Series 2016-A Bonds shall not constitute a debt of the State of Kansas or any political subdivision thereof, and neither said State nor any political subdivision shall be liable thereon, and the Series 2016-A Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Parity Obligations. The Series 2016-A Bonds shall be secured on a parity with the Unified Government's Outstanding Bonds and any Additional Bonds.

Section 5. Authorization of Documents. The Unified Government is hereby authorized to enter into the following documents (the "Issuer Documents"), in substantially the form presented to and reviewed by the Unified Government at this meeting (final copies of such document shall be filed in the records of the Unified Government), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Eighteenth Supplemental Indenture.
- (b) Tax Compliance Agreement between the Unified Government, the BPU and the Trustee.
- (c) Continuing Disclosure Agreement between the Unified Government, the BPU and the Trustee.
- (d) Contract of Purchase.

Section 6. Approval of Preliminary Official Statement and Official Statement. The Preliminary Official Statement describing the Series 2016-A Bonds (draft copies of which have been made available to the governing body of the Unified Government), with such changes and additions thereto as are approved by the Unified Government's Chief Financial Officer, is hereby authorized and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/Chief Executive and the Chief Financial Officer of the Unified Government and the General Manager of the BPU are hereby authorized to execute the final Official Statement and any amendment or supplement thereto, and the use and public distribution of the Preliminary Official Statement and the final Official Statement by the Underwriters in connection with the reoffering of the Series 2016-A Bonds is hereby authorized. The proper officials of the Unified Government are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of issuance and delivery of the Series 2016-A Bonds.

For the purpose of enabling the Underwriters to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Unified Government hereby authorizes the Chief Financial Officer of the Unified Government and the General Manager of the BPU to deem the information regarding the Unified Government contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the Unified Government and the BPU are hereby authorized, if requested, to provide the Underwriters a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriters to comply with the requirement of such Rule.

Section 7. Execution of Series 2016-A Bonds and Documents. The Mayor/Chief Executive, the Chief Financial Officer and the Unified Government Clerk of the Unified Government are hereby authorized and directed to execute, attest and countersign the Series 2016-A Bonds and to deliver the Series 2016-A Bonds to the Trustee for authentication and registration for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Eighteenth Supplemental Indenture. The Mayor/Chief Executive, the Chief Financial Officer and/or the Unified Government Clerk of the Unified Government are hereby authorized and directed to execute, attest and/or countersign and deliver the Issuer Documents for and on behalf of and as the act and deed of the Unified Government, and such other documents, and such certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to effect the sale, issuance and delivery of the Series 2016-A Bonds.

Section 8. Issuance of Additional Bonds. The Unified Government will not issue any (i) Additional Bonds or other obligations payable out of the Revenues (as defined in the First Amended and Restated Indenture) of the Utility System, or any part thereof, which are superior to the Outstanding Bonds, the Series 2016-A Bonds or any Additional Bonds issued pursuant to the provisions of the Indenture and any Supplemental Indenture, nor (ii) Additional Bonds or other obligations which are on a parity with the Outstanding Bonds, the Series 2016-A Bonds or any Additional Bonds issued pursuant to the provisions of the Indenture and any Supplemental Indenture unless in either instance the issuance of such Additional Bonds is permitted by the Indenture and by the Unified Government ordinances or resolutions authorizing any other utility revenue bonds of the Unified Government then outstanding.

Section 9. Further Authority. The Unified Government shall, and any of its officers, agents and employees are hereby authorized and directed to, take such further action, and execute such other agreements, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Unified Government with respect to the Series 2016-A Bonds, the First Amended and Restated Indenture and the Eighteenth Supplemental Indenture.

Section 10. Effective Date. This Ordinance will take effect and be in full force from and after its passage and publication in the official newspaper of the Unified Government.

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THIS ORDINANCE IS HEREBY PASSED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this December 10, 2015.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS
CITY, KANSAS**

By: _____
Mayor/Chief Executive

(SEAL)

ATTEST:

Unified Government Clerk

RESOLUTION NO. 5212

RESOLUTION REQUESTING THAT THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS PROCEED WITH THE ISSUANCE OF ITS UTILITY SYSTEM IMPROVEMENT REVENUE BONDS TO FUND IMPROVEMENTS PREVIOUSLY AUTHORIZED BY R-128-13 OF THE COMMISSION.

WHEREAS, on November 21, 2013, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") previously approved Resolution R-128-13 authorizing the following improvements to be made to the Unified Government's municipal waterworks plant and municipal light plant (the "Utility System"):

installing air quality control systems (AQCS) on the Nearman Creek Power Station Unit 1 along with the addition of associated material/reagent handling equipment. The project will include the installation of selective catalytic reduction (SCR) to reduce NOX emissions, a dry flue gas desulfurization (FGD) scrubber to reduce SO2 and acid gases emissions, a powdered activated carbon (PAC) injection system to reduce mercury, a pulse jet fabric filter system to reduce particulate emissions, and balance of plant equipment required for the AQCS, and all other necessary and related improvements to the Nearman Creek Power Station

(the "Improvements"); and

WHEREAS, Resolution R-128-13 of the Unified Government further approved the issuance of its utility system revenue bonds in the principal amount of not to exceed \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses to provide financing for the Improvements; and

WHEREAS, the Board of Public Utilities (the "BPU") of the Unified Government has adopted as a part of its annual budget a capital improvement program including such Improvements, with the anticipation that the bonds authorized by Resolution R-128-13 would be issued in multiple series; and

WHEREAS, on June 24, 2014, the Unified Government issued its Utility System Improvement and Refunding Bonds, Series 2014-A, a portion of the proceeds of which were used to fund \$110,000,000 of the Improvements authorized by Resolution R-128-13; and

WHEREAS, the BPU has determined that it is advisable at this time to ask the Unified Government to proceed with issuance of additional bonds authorized by Resolution R-128-13, sufficient to fund the balance of the Improvements; and

WHEREAS, in order to proceed in a timely manner with construction of the Improvements, it is necessary that the Board of Commissioners of the Unified Government proceed to take all necessary steps to authorize the issuance of the bonds and the execution and delivery of all necessary and related documents.

BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AS FOLLOWS:

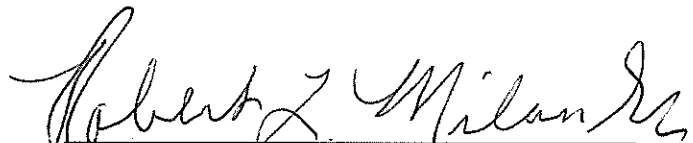
Section 1. The BPU hereby finds and determines that issuance of additional utility system revenue bonds previously authorized pursuant to Resolution R-128-13 is in the best financial interest of the BPU, the Utility System and the Unified Government.

Section 2. The BPU hereby requests that the Board of Commissioners of the Unified Government proceed to take all necessary steps to authorize the issuance of the bonds and the execution and delivery of all necessary and related documents.

Section 3. The President, Secretary, General Manager, Chief Financial Officer and other officers, officials and employees of the BPU are hereby authorized and directed to execute and deliver all documents and take all such action as they deem necessary or advisable in order to complete the issuance of the bonds.

Section 4. This Resolution shall be in full force and effect from and after its passage by the BPU.

Passed by the Board of Public Utilities of the Unified Government of Wyandotte County/Kansas City, Kansas on December 2, 2015.



President - Board of Public Utilities

ATTEST:



Secretary - Board of Public Utilities

RESOLUTION NO. R-22-13

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UTILITY
SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR
THE PURPOSE OF PROVIDING FUNDS TO FINANCE
IMPROVEMENTS TO THE UTILITY SYSTEM.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), successor to the City of Kansas City, Kansas, is a duly organized and existing municipal corporation under the laws of the State of Kansas, is a consolidated city-county having all the powers, functions and duties of a county and of a city of the first class and is acting as a city of the first class herein.

WHEREAS, the Unified Government now owns and operates a municipal water works plant and a municipal electric-light plant (herein collectively called the "Utility System"), which is managed, operated, maintained and controlled on a day-to-day basis by an administrative agency of the Unified Government known as the Board of Public Utilities (the "BPU"); and

WHEREAS, for the purpose of meeting water, electric power and energy needs of the Unified Government, the Unified Government has periodically issued revenue bonds when requested by the BPU for the acquisition, construction, reconstruction, alteration, repair, improvement, extension and enlargement of the Utility System; and

WHEREAS, the Unified Government has received from the BPU a resolution determining to proceed with certain improvements of the Utility System including installing air quality control systems (AQCS) on the Nearman Creek Power Station Unit 1 along with the addition of associated material/reagent handling equipment. The project will include the installation of selective catalytic reduction (SCR) to reduce NOX emissions, a dry flue gas desulfurization (FGD) scrubber to reduce SO₂ and acid gases emissions, a powdered activated carbon (PAC) injection system to reduce mercury, a pulse jet fabric filter system to reduce particulate emissions, and balance of plant equipment required for the AQCS, and all other necessary and related improvements to the Nearman Creek Power Station (the "Improvements") and requesting the Unified Government to issue and sell one or more series of long-term utility system revenue bonds to provide financing for the Improvements; and

WHEREAS, pursuant to the provisions of Charter Ordinance No. CO-5-01, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (collectively, the "Act"), the governing body of the Unified Government has determined that it is advisable to publish in the official newspaper of the Unified Government a notice of the Improvements to the Utility System at an estimated cost of \$250,000,000 and that utility system revenue bonds of the Unified Government will be issued in an estimated amount of \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses; and

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

Section 1. Approval of the Improvements. The governing body of the Unified Government hereby approves the Improvements at a total estimated cost of \$250,000,000.

Section 2. Issuance of Bonds. The Unified Government hereby authorizes the issuance of its utility system revenue bonds in the principal amount not to exceed \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses (the "Bonds") to provide funding for the Improvements. The Bonds shall be issued under the provisions of the Act and shall be payable solely from the revenues derived by the Unified Government from the operation of its Utility System.

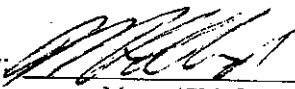
Section 3. Necessary Action. The governing body of the Unified Government hereby directs that notice of the Improvements and the issuance of the Bonds be given as provided by the Act, in substantially the form attached hereto as **Exhibit A**, and that all such action be taken as may be necessary in order to effect the issuance, sale and delivery of the Bonds in accordance with the provisions of the Act.

Section 4. Further Authority. The Mayor, BPU General Manager, Unified Government Clerk, County Administrator, Unified Government Chief Financial Officer, Unified Government Chief Counsel, Unified Government's financial advisor and bond counsel and other appropriate officers and agents of the Unified Government and the BPU are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to provide for the sale of the Bonds, such sale to occur on such date as the BPU General Manager and Unified Government Chief Financial Office determine upon receipt of advice and a recommendation from the Unified Government's financial advisor.

Section 5. Effective Date. This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government.

ADOPTED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this December 19, 2013.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: 
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

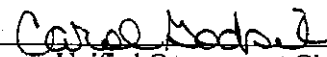

Deputy Unified Government Clerk

Exhibit A

(Published in *The Wyandotte County Echo* on December 26, 2013)

NOTICE

Notice is hereby given that pursuant to a resolution of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), adopted November 21, 2013, the governing body of the Unified Government has approved making improvements to the Unified Government's electric and water utility system including installing air quality control systems (AQCS) on the Nearman Creek Power Station Unit 1 along with the addition of associated material/reagent handling equipment. The project will include the installation of selective catalytic reduction (SCR) to reduce NOX emissions, a dry flue gas desulfurization (FGD) scrubber to reduce SO2 and acid gases emissions, a powdered activated carbon (PAC) injection system to reduce mercury, a pulse jet fabric filter system to reduce particulate emissions, and balance of plant equipment required for the AQCS, and all other necessary and related improvements to the Nearman Creek Power Station (the "Improvements") at a total estimated cost of not to exceed \$250,000,000 and issuing utility system revenue bonds under the authority of Charter Ordinance No. CO-5-01 of the Unified Government, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (the "Act"), in a principal amount not exceeding \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

Notice is further given that it is the intention of the governing body of the Unified Government to issue its utility system revenue bonds (the "Bonds") pursuant to the Act in an aggregate principal amount not exceeding \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the cost of the Improvements. The Bonds will be payable solely from the net revenues derived by the Unified Government from the operation of its utility system.

If within fifteen (15) days after the date of publication of this notice, written protest against the Improvements and/or issuance of the Bonds for the payment of the Improvements is filed with the Unified Government Clerk and signed by not less than twenty percent (20%) of the qualified electors of the City of Kansas City, Kansas, the governing body shall submit the question of the proposed Improvements and the proposed issuance of the Bonds for the payment of the Improvements to the electors of the City of Kansas City, Kansas at an election for such purpose as provided by law. If sufficient protest is not filed, then the governing body of the Unified Government will proceed in accordance with the intentions hereinbefore declared and make the Improvements and issue the Bonds in an aggregate principal amount not in excess of \$250,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

DATED: December 19, 2013.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: 
Unified Government Clerk



Staff Request for Commission Action

Tracking No. 15283

Full Commission Meeting Date:

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain): Presented with 2016 Utility Revenue Bonds.

Publication Required: No

<u>Date:</u> 12/03/2015	<u>Contact Name:</u> Lew Levin, Chief Financial Officer	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> llevin@wycokck.org	<u>Department/Division:</u> Finance
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Item Description:

Resolution requesting the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas issue revenue bonds for the purpose of acquiring the office building located at 540 Minnesota Avenue for continued use of an office building for the Board of Public Utilities.

This action declares an intent to enter into a lease or lease-purchase agreement with the PBC and a sub-lease with the Board of Public Utilities. Further this authorizes the PBC to issue PBC revenue Bonds not to exceed \$7,250,000 resulting in a savings of approximately \$641,000 or 7.8% for the Board of Public Utilities through 2021.

Action Requested:

Approve resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution requesting PBC Revenue Bond Issuance, BPU Resolution Approving Lease Purchase Revenue Bonds, BPU Office Building Refinancing Structure

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON DECEMBER 10, 2015**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 P.M. The Mayor/CEO presided and the following members of the Commission were present:

_____.

The following members were absent: _____.

* * * * *

(other matters)

* * * * *

Thereupon, Commissioner _____ moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

A RESOLUTION REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ISSUE REVENUE BONDS FOR THE PURPOSE OF TO ACQUIRE THE OFFICE BUILDING LOCATED AT 540 MINNESOTA AVENUE, FOR CONTIUED USE AS AN OFFICE BUILDING FOR THE BOARD OF PUBLIC UTILITIES.

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. _____, was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

County Request Resolution Minutes
(BPU Office Building)

RESOLUTION NO. R-__-15

A RESOLUTION REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ISSUE REVENUE BONDS FOR THE PURPOSE OF ACQUIRING THE OFFICE BUILDING LOCATED AT 540 MINNESOTA AVENUE, FOR CONTIUED USE AS AN OFFICE BUILDING FOR THE BOARD OF PUBLIC UTILITIES.

WHEREAS, pursuant to the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (collectively, the “Act”), the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) previously created the Public Building Commission of Wyandotte County/Kansas City, Kansas (the “PBC”) with the power and authority to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, pursuant to the Act, the PBC may issue its Lease Purchase Revenue Bonds (BPU Office Building), Series 2016A (the “Series 2016A Bonds”) for the purpose of acquiring the existing office building located at 540 Minnesota Avenue (the “Facility”), for continued use as an office building for the Board of Public Utilities (the “BPU”), and for the purpose of paying related financing costs; and

WHEREAS, the Unified Government deems it advisable to request that the PBC provide for the financing of the Facility.

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

SECTION 1. Authorization of Certain Actions Related to the Facility; Financing. It is hereby deemed and declared to be necessary and appropriate to (a) provide for the termination of that certain Amended and Restated Office Building/Garage Master Lease Agreement dated as of June 1, 2001 between the Unified Government, as lessor and KCK Investors Corporation, as tenant; (b) authorize the sale of the Facility by the Unified Government to the PBC for a purchase price to be determined based on the costs necessary to terminate such lease; and (c) provide continued financing for the Facility through issuance by the PBC of revenue bonds in an aggregate principal amount not to exceed \$7,250,000 plus financing costs (the “PBC Bonds”). It is hereby requested that the PBC issue the PBC Bonds, in accordance with the provisions of the Act and all other laws of the State of Kansas supplemental thereto or amendatory thereof.

SECTION 2. Leases; Subleases. The Unified Government hereby declares an intent to enter into a lease or lease-purchase agreement with the PBC pursuant to the Act to provide for the source of repayments of the PBC Bonds and other related expenses of the PBC. The Unified Government further declares an intent to enter into a sublease agreement with the Board of Public Utilities pursuant to which the Board of Public Utilities will make certain lease payments to the Unified Government, which the Unified Government then intends to use to make its lease payments to the PBC.

SECTION 3. Reimbursement. The Unified Government hereby declares an intent to be reimbursed for expenditures for the Facility made on or after the date which is 60 days before the date of this Resolution, from the proceeds of the PBC Bonds described herein, pursuant to Treasury Regulation 1.150-2.

SECTION 4. Effective Date. This resolution shall be effective from and after its adoption.

ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on December 10, 2015.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Chief Counsel

RESOLUTION NO. 5211

A RESOLUTION APPROVING THE ISSUANCE BY THE PUBLIC BUILDING COMMISSION OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS OF ITS LEASE PURCHASE REVENUE BONDS (BPU OFFICE BUILDING), SERIES 2016A TO PAY THE COSTS OF ACQUIRING THE OFFICE BUILDING LOCATED AT 540 MINNESOTA AVENUE, FOR CONTINUED USE AS AN OFFICE BUILDING FOR THE BOARD OF PUBLIC UTILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, pursuant to the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (collectively, the "Act"), the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") previously created the Public Building Commission of Wyandotte County/Kansas City, Kansas (the "PBC") with the power and authority to issue revenue bonds to provide funds for the purpose of acquiring, erecting, equipping, repairing, maintaining and operating buildings and other facilities; and

WHEREAS, pursuant to the Act, the PBC may issue its Lease Purchase Revenue Bonds (BPU Office Building), Series 2016A (the "Series 2016A Bonds") for the purpose of acquiring the existing office building located at 540 Minnesota Avenue (the "Facility"), for continued use as an office building for the Board of Public Utilities (the "BPU"), and for the purpose of paying related financing costs; and

WHEREAS, the Series 2016A Bonds will be issued pursuant to an indenture entered into between the PBC and the trustee named therein; and

WHEREAS, the BPU hereby deems it necessary and desirable that the PBC issue the Series 2014B Bonds to pay the costs to acquire the Facility; and

WHEREAS, in connection therewith, the BPU hereby deems it necessary and desirable that:

- (a) the PBC acquire fee simple title to the Facility;
- (b) the PBC and the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") enter into a Lease (the "Lease") to provide for the leasing of the Facility and any Improvements thereon or thereto (collectively, the "Project") by the PBC to the Unified Government; and
- (c) the Unified Government and the BPU enter into a Sublease (the "Sublease"), whereby the Unified Government will sublease the Project to the BPU; and

WHEREAS, the BPU further deems it necessary and desirable that the BPU enter into certain other documents and take certain other actions as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES:

Section 1. Acquisition of the Facility. The BPU hereby requests that the PBC acquire the Facility, and enter into the Lease and the Sublease, and such actions are hereby deemed and declared to be necessary, convenient and in furtherance of the governmental purposes of the BPU.

Section 2. Approval of Issuance of Series 2016A Bonds. The BPU hereby requests and approves the issuance and sale by the PBC of the Series 2016A Bonds, in a principal amount not to exceed \$7,250,000, in order to pay the costs to acquire the Facility and the costs of issuance of the Series 2016A Bonds. The BPU hereby requests that the PBC proceed with the sale of the Series 2016A Bonds, provided that the annual debt service payments on the Series 2016A Bonds do not exceed the payments currently due by the BPU pursuant to that certain Amended and Restated Sublease by and between KCK Investors Corporation, as Sublandlord and the BPU, as Subtenant. The Series 2016A Bonds shall mature in principal installments with a final maturity date not later than May 1, 2021. The Series 2016A Bonds shall be in such denominations, shall mature at such times, bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture between the PBC and the trustee named therein (the "Trustee"), authorizing issuance of the Series 2016A Bonds (the "Indenture").

Section 3. Authorization of Documents. The BPU hereby establishes its intent to enter into the following documents (the "BPU Documents"):

- (a) Sublease.
- (b) Tax Compliance Agreement among the Trustee, the PBC, the Unified Government and the BPU, setting forth the requirements relating to the federal tax status of the Series 2016A Bonds.

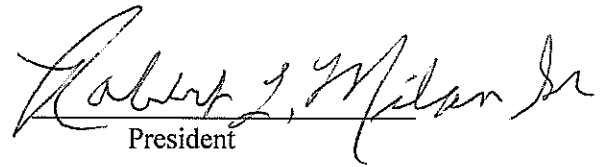
Section 4. Further Authority. The BPU shall, and the officials, agents and employees of the BPU are hereby authorized and directed to, take such further action, and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the BPU with respect to the Series 2016A Bonds and the BPU Documents.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the BPU.

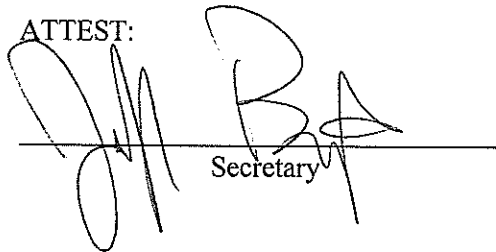
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ADOPTED by the Board of Public Utilities on December 2, 2015.

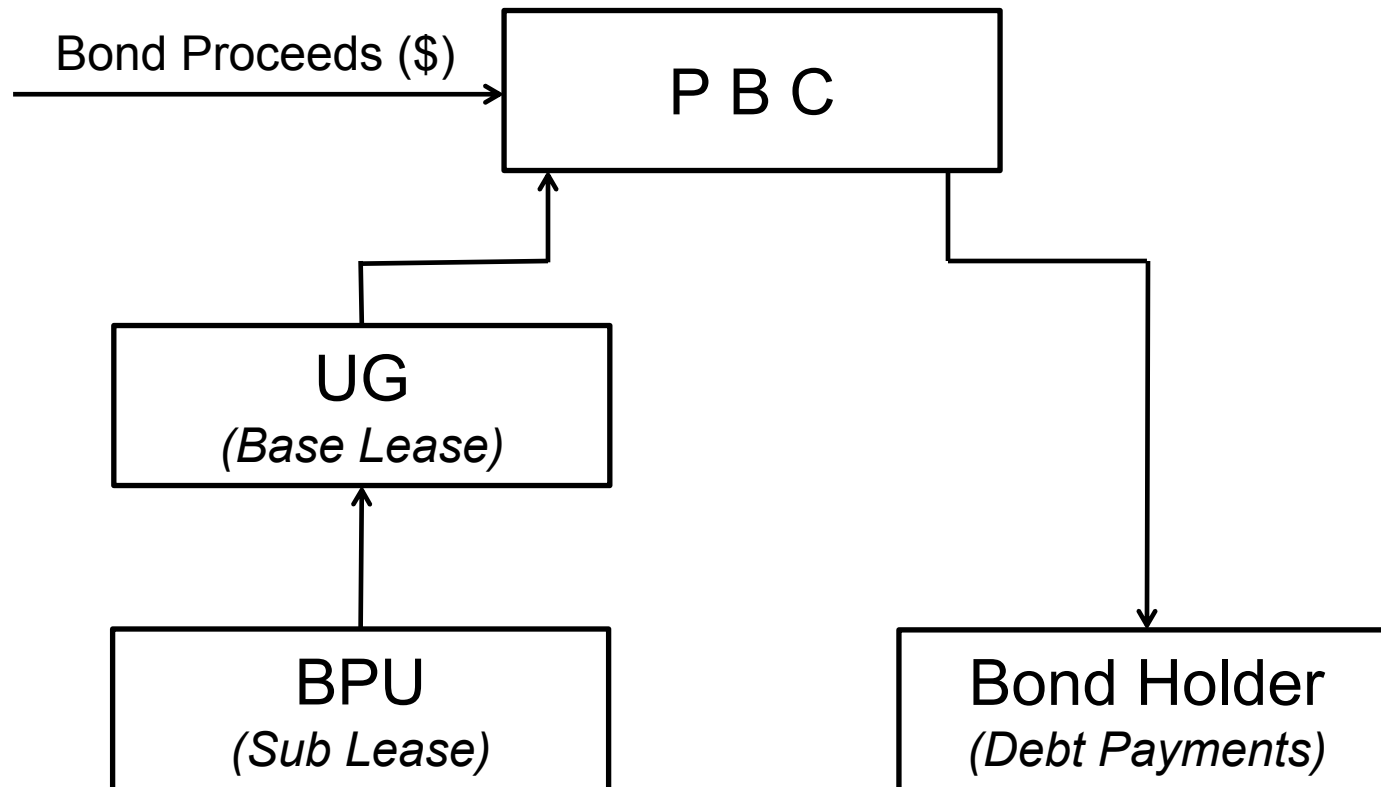
(SEAL)


President

ATTEST:


Secretary

PBC Bond Structure – BPU Office Building Refinancing



1. 5 Year Refinancing, \$7 Million Bond Issue
2. Est. Net Present Value Savings of \$641,000 or 7.8%

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON DECEMBER 10, 2015**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 P.M. The Mayor/CEO presided and the following members of the Commission were present:

The following members were absent:

* * * * *
(other matters)
* * * * *

Thereupon, Commissioner Holland moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

**A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A BASE
LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
WHEREBY THE UNIFIED GOVERNMENT WILL LEASE CERTAIN
PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A
LEASE WHEREBY THE UNIFIED GOVERNMENT WILL LEASE FROM THE
PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND
BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE
FORM OF SAID BASE LEASE AND LEASE; AND AUTHORIZING THE
EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS.**

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. R-__-15, and was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

RESOLUTION NO. R-__-15

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO A BASE LEASE WITH THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, WHEREBY THE UNIFIED GOVERNMENT WILL LEASE CERTAIN PROPERTY TO THE PUBLIC BUILDING COMMISSION AND ENTER INTO A LEASE WHEREBY THE UNIFIED GOVERNMENT WILL LEASE FROM THE PUBLIC BUILDING COMMISSION CERTAIN PUBLIC FACILITIES AND BUILDINGS FOR USE BY THE UNIFIED GOVERNMENT; APPROVING THE FORM OF SAID BASE LEASE AND LEASE; AND AUTHORIZING THE EXECUTION THEREOF AND CERTAIN RELATED DOCUMENTS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) pursuant to Resolution R-55-15, has previously deemed it advisable to make improvements to Cricket Wireless Amphitheatre and other related structures and equipment (the “Improvements”); and

WHEREAS, the Unified Government under the authority of K.S.A. 12-1757 *et seq.* (the “Act”), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the “PBC”); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of paying a portion of the costs of the Improvements; and

WHEREAS, pursuant to Resolution No. R-55-15, the Unified Government requested that the PBC proceed to sell one or more series of its PBC Bonds in an aggregate principal amount of not to exceed \$750,000 (the “Bonds”) in order to finance a portion of the Improvements; and

WHEREAS, the PBC has advertised the Bonds for sale and has received bids therefore; and

WHEREAS, in order to secure the repayment of the Bonds, the Unified Government hereby determines that it is in the best interest of the Unified Government that the Unified Government and the PBC enter into a Base Lease (the “Base Lease”) whereby the Unified Government leases certain real property (the “Land”) to the PBC and a Lease (the “Lease”) to provide for the acquisition and construction of a portion of the Improvements and the leasing of the Land and certain facilities by the PBC to the Unified Government (the Land and such facilities comprising a portion of the Amphitheatre Project, collectively, the “Facilities”).

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

SECTION 1. Findings; Approval of Bonds. The Unified Government hereby finds and determines, pursuant to the Act, that: (a) designing, constructing and equipping the Improvements; (b) leasing the Land to the PBC pursuant to the Base Lease; (c) leasing the Facilities from the PBC under the terms and provisions set forth in the Lease; and (d) the issuance of the Bonds at the interest rates and terms received by the PBC this date to finance the costs of the Improvements, are all necessary, convenient and in furtherance of the governmental purposes of the Unified Government.

SECTION 2. Approval of Leases. The Base Lease and Lease (jointly, the “Leases”), in substantially the forms presented to this meeting, are in all material respects approved, authorized and

confirmed. The Mayor/CEO and the Unified Government Clerk are hereby authorized and directed to affix their signatures and the seal of the Unified Government to the Leases, for and on behalf of the Unified Government, with such changes therein as the Chief Counsel of the Unified Government may deem necessary or appropriate.

SECTION 3. Further Action. The Mayor/CEO, Unified Government Clerk and Chief Financial Officer are hereby authorized to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the intent of this Resolution. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Unified Government or the officials of the Unified Government, directed toward the acquisition, construction and equipping of the Project, or the leasing of the Project from the PBC, are hereby ratified, approved and confirmed.

SECTION 4. Effective Date. This resolution shall be effective from and after its adoption.

ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on December 10, 2015.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

BASE LEASE

THIS BASE LEASE (the “Base Lease”) dated as of December 1, 2015, between the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas and the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, as lessee (the “PBC”);

RECITALS

1. The Unified Government is the fee owner of the real estate located at 633 N. 130th Street, Bonner Springs, Kansas and legally described in ***Schedule 1*** hereto and the existing improvements located thereon (collectively, the “Land”), to which it desires to acquire, renovate, equip and furnish certain improvements thereto (the “Improvements”).

2. Pursuant to the authority of K.S.A. 12-1757 *et seq.* as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98 (collectively, the “Act”), the PBC is authorized to acquire the Land by lease in order to renovate, construct, equip and furnish the Improvements.

3. The Unified Government and the PBC propose that the PBC shall issue its Taxable Revenue Bonds (Amphitheatre Facility), Series 2015-A in the aggregate principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2015-A Bonds”) and shall use the proceeds thereof to (a) provide consideration to the Unified Government in order to acquire a leasehold interest in the Land and (b) fund the Improvements (the Land and the Improvements referred to collectively herein as the “Facility”).

4. The PBC has offered to lease the Facility to the Unified Government, pursuant to a Lease dated as of December 1, 2015 (the “Lease”) between the PBC, as lessor, and the Unified Government, as lessee.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Unified Government and the PBC do hereby covenant and agree as follows:

SECTION 1. Representations by the Unified Government. The Unified Government represents, covenants and agrees as follows:

(a) The lease of the Land to the PBC as provided in this Base Lease, and the lease of the Facility by the PBC to the Unified Government as provided in the Lease, are necessary, desirable and in the public interest, and the Unified Government hereby declares its current need for the Facility;

(b) The Unified Government, pursuant to Resolution No. R-__-15 adopted by its Board of Commissioners (the “Board”), has full power and authority to enter into the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Lease;

(c) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Unified Government is now a party or by which the Unified Government is bound;

(d) The Unified Government has marketable record fee simple title to the Land;

(e) The Land is not subject to any dedication, easement, right-of-way, reservation, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Improvements on the Land or the use and operation of the Facility, as contemplated by the Lease;

(f) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(g) The Land is properly zoned for the purpose of constructing the Improvements and using the Facility; and

(h) The Unified Government has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Unified Government's interests in any property now or hereafter included in the Facility shall be or may be impaired, changed or encumbered in any manner, except as permitted by this Base Lease and the Lease.

SECTION 2. Representation of the PBC. The PBC represents, covenants and agrees as follows:

(a) To enter into the Lease simultaneously with the delivery of this Base Lease;

(b) To provide funds exclusively from the proceeds of the Series 2015-A Bonds to pay a portion of the costs of the acquiring, renovating, constructing, equipping and furnishing the Improvements on the Land, as authorized pursuant to a resolution of the PBC (the "Bond Resolution");

(c) To surrender and deliver the Facility to the Unified Government upon the expiration of this Base Lease.

SECTION 3. Grant of Leasehold. The County hereby rents, leases and lets to the PBC, and the PBC hereby rents, leases and hires from the County, the Facility, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

SECTION 4. Term; Termination.

(a) The term of this Base Lease shall commence on December 1, 2015 and end on August 1, 2035, subject to prior termination and extension on the conditions hereinafter provided. In no event shall this Base Lease end until all of the principal of, redemption premium, if any, and interest on the Series 2015-A Bonds and any Additional Bonds (as defined in the Bond Resolution) issued pursuant to the Bond Resolution (collectively, the "Bonds") shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution.

(b) This Base Lease shall terminate upon the occurrence of the following:

(1) the payment in full of the Bonds or provision is made therefore in accordance

with the Bond Resolution; *and*

- (2) the Unified Government exercises its option to purchase the PBC's interest in the Facility as provided in *Article XVI* of the Lease, whereupon this Base Lease shall be considered assigned to the Unified Government and terminated through merger of the leasehold interest with the fee interest.

SECTION 5. Assignments and Subleases.

(a) The PBC may assign its rights under this Base Lease without the consent of the Unified Government: (1) in connection with any assignment of its rights under the Lease, (2) if the Lease is terminated for any reason or (3) if an "Event of Default" as defined in the Lease has occurred.

If an "Event of Default" under the Lease occurs, the PBC shall have the right to possession of the Facility for the remainder of the term of this Base Lease and shall have the right to sublease the Facility or sell its interest in the Facility and this Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

(b) The Unified Government may assign its rights and obligations under this Base Lease and may sublet the Facility on the conditions set forth in the Lease and the Act.

SECTION 6. Taxes and Assessments. The Unified Government covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Facility.

SECTION 7. Title and Consideration. Title to the Land shall remain in the Unified Government at all times. The leasing of the Facility to the Unified Government under the Lease shall be deemed the Unified Government's entire consideration for this Base Lease.

SECTION 8. Severability. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 9. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the Unified Government. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

SECTION 10. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the state of Kansas.

SECTION 11. Execution in Counterparts. Separate counterparts of this Base Lease may be executed by the PBC and the Unified Government with the same force and effect as though the same counterpart had been executed by both the PBC and the Unified Government.

SECTION 12. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13. Electronic Transactions. This Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

SECTION 14. Complete Agreement. This written agreement, together with the Lease and the Bond Resolution, constitute a final expression of the agreements between the parties hereto and such agreements may not be contradicted by evidence of any prior or contemporaneous oral agreement. No unwritten oral agreement between the parties exists.

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IN WITNESS WHEREOF, the PBC and the Unified Government have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2015, by Mark Holland, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

**PUBLIC BUILDING COMMISSION OF THE
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2015, by _____, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

SCHEDULE I

PROPERTY DESCRIPTION

LEASE

BY AND BETWEEN

**THE PUBLIC BUILDING COMMISSION
OF THE
UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

AND

**THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

DATED AS OF DECEMBER 1, 2015

LEASE

TABLE OF CONTENTS

	<u>Page</u>
 ARTICLE I	
Section 1.1 Definitions.....	1
Section 1.2 Rules of Interpretation.....	6
Section 1.3 Representations and Covenants by Unified Government.....	7
Section 1.4 Representations and Covenants by PBC.....	7
 ARTICLE II	
Section 2.1 Granting of Leasehold.....	8
Section 2.2 Termination of Lease.....	8
 ARTICLE III	
Section 3.1 Basic Rent.....	8
Section 3.2 Additional Rent.....	8
Section 3.3 Rent Payable Without Abatement or Setoff.....	8
Section 3.4 Prepayment of Basic Rent.....	9
Section 3.5 Deposit of Rental Payments.....	9
 ARTICLE IV	
Section 4.1 Disposition of Bond Proceeds; Improvement Fund.....	9
Section 4.2 Improvement Contracts.....	9
Section 4.3 Payment of Improvement Costs.....	9
Section 4.4 Changes or Amendments to Improvement Contracts.....	10
Section 4.5 Completion of the Improvements.....	10
Section 4.6 Right of Entry by the PBC.....	10
Section 4.7 Furnishings and Equipment Purchased by Unified Government.....	10
Section 4.8 Facility Property of the PBC.....	10
Section 4.9 Kansas Retailers' Sales Tax.....	10
 ARTICLE V	
Section 5.1 Environmental Covenants.....	10
 ARTICLE VI	
Section 6.1 Insurance.....	11
Section 6.2 General Insurance Provisions.....	12
 ARTICLE VII	
Section 7.1 Impositions.....	12

Section 7.2	Receipted Statements.....	12
Section 7.3	PBC May Not Sell.	12
Section 7.4	Contest of Impositions.....	13

ARTICLE VIII

Section 8.1	Use of Facility.....	13
-------------	----------------------	----

ARTICLE IX

Section 9.1	Assignment by Unified Government.	13
Section 9.2	Release of the Unified Government.	13
Section 9.3	Covenant Against Other Assignments.....	14
Section 9.4	Sublease by Unified Government.	14

ARTICLE X

Section 10.1	Repairs and Maintenance.....	14
Section 10.2	Removal, Disposition and Substitution of Fixtures, Furnishings or Equipment.....	14

ARTICLE XI

Section 11.1	Alteration of Facility.....	15
--------------	-----------------------------	----

ARTICLE XII

Section 12.1	Additional Improvements.	15
--------------	-------------------------------	----

ARTICLE XIII

Section 13.1	Securing of Permits and Authorizations.....	16
Section 13.2	Mechanics' Liens.....	16
Section 13.3	Contest of Liens.	16
Section 13.4	Utilities.	16

ARTICLE XIV

Section 14.1	Indemnity.....	16
Section 14.2	Liability.....	17

ARTICLE XV

Section 15.1	Access to Facility.....	17
--------------	-------------------------	----

ARTICLE XVI

Section 16.1	Quiet Enjoyment and Possession.....	18
--------------	-------------------------------------	----

ARTICLE XVII

Section 17.1	Option to Purchase Facility.	18
Section 17.2	Quality of Title and Purchase Price.	18
Section 17.3	Closing of Purchase.	18
Section 17.4	Effect of Failure to Complete Purchase.	19
Section 17.5	Application of Condemnation Awards if Unified Government Purchases the Facility.	19

ARTICLE XVIII

Section 18.1	Damage and Destruction.	19
Section 18.2	Condemnation.	20
Section 18.3	Effect of the Unified Government’s Default.	20

ARTICLE XIX

Section 19.1	Remedies on Default.	21
Section 19.2	Survival of Obligations.	22
Section 19.3	No Remedy Exclusive.	22

ARTICLE XX

Section 20.1	Performance of Unified Government’s Obligations by PBC.	22
--------------	--	----

ARTICLE XXI

Section 21.1	Surrender of Possession.	22
--------------	-------------------------------	----

ARTICLE XXII

Section 22.1	Notices.	23
--------------	---------------	----

ARTICLE XXIII

Section 23.1	Net Lease.	23
--------------	-----------------	----

ARTICLE XXIV

Section 24.1	Rights and Remedies.	23
Section 24.2	Waiver of Breach.	23
Section 24.3	PBC Shall Not Unreasonably Withhold Consents and Approvals.	24

ARTICLE XXV

Section 25.1	Financial Report.	24
--------------	------------------------	----

ARTICLE XXVI

Section 26.1	Funds Held by PBC After Payment of Bonds.	24
--------------	--	----

ARTICLE XXVII

Section 27.1	Amendments	24
Section 27.2	Granting of Easements.....	25
Section 27.3	Security Interests.	25
Section 27.4	Rights and Remedies.....	25
Section 27.5	Waiver of Breach.....	25
Section 27.6	Construction and Enforcement.	25
Section 27.7	Invalidity of Provisions of Lease.....	26
Section 27.8	Covenants Binding on Successors and Assigns.....	26
Section 27.9	Execution of Counterparts.	26
Section 27.10	Electronic Transactions.	26

Signatures and Acknowledgments

Appendix A – Form of Certificate for Payment of Improvement Costs

Appendix B – Form of Certificate of Completion

Schedule I – Property Description

LEASE

THIS LEASE, made and entered into as of December 1, 2015, by and between the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, as lessee (the "PBC"), and the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), a political subdivision, duly organized and existing under the constitution and laws of the State of Kansas (the "Unified Government").

RECITALS

1. The PBC is a duly organized municipal corporation created by the Unified Government, pursuant to K.S.A. 12-1757 *et seq.* as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98, all as amended and supplemented from time to time (collectively, the "Act"), with full lawful power and authority to enter into this Lease.

2. The Unified Government is a political subdivision duly organized and existing under the constitution and laws of the State of Kansas with full lawful power and authority to enter into this Lease.

3. The Unified Government is the fee owner of the real estate located at 633 N. 130th Street, Bonner Springs, Kansas and legally described in ***Schedule 1*** hereto and the existing improvements located thereon (collectively, the "Land"), to which it desires to acquire, renovate, equip and furnish certain improvements thereto (the "Improvements").

4. The Unified Government and the PBC have entered into a Base Lease dated as of December 1, 2015 (the "Base Lease") whereby the Unified Government has leased the Land to the PBC for the purpose of making the Improvements.

5. The PBC, in furtherance of the purposes and pursuant to the provisions of the Act, and in order to construct and equip the Improvements for the Unified Government, has proposed and hereby proposes that it shall:

(a) Lease the Land and the Improvements (collectively, the "Facility") to the Unified Government for the rentals and upon the terms and conditions hereinafter set forth; and

(b) Issue, for the purpose of paying the costs of the Improvements, the Series 2015-A Bonds under and pursuant to and subject to the provisions of the Act and the Bond Resolution;

6. The Unified Government, pursuant to the foregoing proposals of PBC, desires to lease the Facility from the PBC, with an option to purchase the PBC's interest in the Facility (*i.e.*, the PBC's rights in the Base Lease), for the rentals and upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, PBC and Unified Government do hereby covenant and agree as follows:

ARTICLE I

Section 1.1 Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in the Bond Resolution. In addition to the words, terms and phrases elsewhere defined

in this Lease and in the Bond Resolution, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act” means K.S.A. 12-1757 *et seq.*, as amended by as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CR-1-98, all as amended and supplemented from time to time to time.

“Additional Rent” means all Impositions, all Maintenance Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Resolution or which Unified Government has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney’s fees) incurred by PBC in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Bond Resolution.

“Additional Term” means the additional term of this Lease commencing on the last day of the Basic Term and terminating upon the payment or provision for payment of the principal of, redemption premium, if any, and interest on all Outstanding Bonds.

“Authorized Unified Government Representative” means the Unified Government’s Chief Financial Officer, or such other person as is designated to act on behalf of the Unified Government as evidenced by written certificate furnished to PBC, containing the specimen signature of such person. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Unified Government Representative.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Base Lease” means the Base Lease, dated as of December 1, 2015, between the Unified Government, as lessor, and the PBC, as lessee.

“Basic Rent” means the semi-annual amount which, when added to Basic Rent Credits, will be sufficient to pay, on any Bond Payment Date, all principal of, redemption premium, if any, and interest on the Bonds which is due and payable on such Bond Payment Date.

“Basic Rent Credits” means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on the Business Day prior to each Bond Payment Date.

“Basic Rent Payment Date” means the Business Day prior to each Bond Payment Date until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Resolution.

“Basic Term” means that term commencing as of the date of this Lease and ending on August 1, 2025, subject to prior termination as specified in this Lease.

“Bond Resolution” means collectively, Resolution No. __ of the PBC authorizing the issuance of the Series 2015-A Bonds, as amended and supplemented, and any Supplemental Resolutions adopted in accordance with the provisions of the Bond Resolution.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

“Certificate of Completion” means a written certificate signed an Authorized Unified Government Representative stating that (a) the Improvements have been completed in accordance with the plans and specifications prepared or approved by the PBC or Unified Government, as the case may be;

(b) the Improvements have been completed in a good and workmanlike manner; (c) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Improvements; (d) the Improvements are located upon the Land; and (e) if required by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, constitutes an Event of Default with respect to this Lease.

"Disclosure Agreement" means the Continuing Disclosure Agreement of the PBC and the Unified Government, (as may be amended from time to time) to be delivered at the time of issuance and delivery of the Bonds, relating to certain matters within the scope of the SEC Rule, in accordance with its terms.

"Environmental Assessment" means an environmental assessment with respect to the Facility conducted by an independent consultant satisfactory to the PBC that reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the PBC and the Unified Government.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the term of this Lease.

"Event of Bankruptcy" means an event whereby the Unified Government shall: (a) admit in writing its inability to pay its debts as they become due; or (b) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (c) make an assignment for the benefit of creditors; or (d) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (e) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (f) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Unified Government has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (g) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means, with respect to this Lease, any one of the following events:

(a) Failure of the Unified Government to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Unified Government to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Unified Government's part to be observed or performed, and the same is not remedied within thirty (30) days after the PBC has given the Unified Government written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (1) Unified Government has commenced such correction within said 30-day period, and (2) the Unified Government diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Facility by the Unified Government.

“Facility” means the Land and the Improvements acquired, constructed or installed with proceeds of the Series 2015-A Bonds, together with any Facility Additions.

“Facility Additions” means any additions to the Facility acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to the Bond Resolution. It also includes any alterations or additions made to the Facility to the extent provided in *Articles XI and XII* hereof.

“Full Insurable Value” means the full actual replacement cost less physical depreciation.

“Hazardous Substances” shall mean “hazardous substances” as defined in CERCLA.

“Impositions” means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Facility or any part thereof, or any improvements at any time thereon or the Unified Government’s interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen.

“Improvement Contracts” means those documents for acquisition of the Facility, referred to in *Section 4.2* hereof.

“Improvement Costs” means those costs incurred in connection with the Improvements, including:

(a) All costs and expenses necessary or incident to the acquisition and construction of the Improvements as are acquired, constructed or in progress at the date of such acquisition.

(b) Fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, furnishing and equipping of the Improvements or the issuance of the Bonds.

(c) All costs and expenses of every nature incurred in constructing, acquiring or installing the remaining portion of the Improvements.

(d) Payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Unified Government for performance of work on the Improvements prior to the issuance of the Bonds.

(e) The cost of the title insurance policies and the cost of any insurance and performance and payment bonds required by this Lease.

(f) Interest accruing on the Bonds during the period of construction of the Improvements.

(g) Costs of Issuance.

“Improvement Fund” means the account authorized and established pursuant to the Bond Resolution and designated the “Improvement Fund for Public Building Commission of Wyandotte County/Kansas City, Kansas Taxable Revenue Bonds (Amphitheatre Facility), Series 2015-A”.

“Improvements” means the improvements to the existing buildings and structures located at 633 N. 130th Street, Bonner Springs, Kansas, the acquisition, renovation, construction, equipping and furnishing of which is funded from the proceeds of the Series 2015-A Bonds.

“Kansas Tort Claims Act” means K.S.A. 75-6101 *et seq.*, and amendments thereto.

“Land” means the real property described on ***Schedule I*** attached hereto, including the existing improvements located thereon.

“Lease” means this Lease by and between the PBC and the Unified Government, as from time to time supplemented and amended in accordance with the provisions hereof and of the Bond Resolution.

“Maintenance Costs” means all costs and expenses of every kind of operating and maintaining the Facility during the Term of this Lease.

“Net Proceeds” means the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Facility for reletting or sale. When used with respect to any insurance or condemnation award with respect to the Facility, Net Proceeds shall mean the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Notice Address” means:

(a) With respect to the PBC:

Public Building Commission of the Unified Government of Wyandotte
County/Kansas City, Kansas
City Hall
701 North 7th St.
Kansas City, Kansas 66101
Attn: President

With a copy to:

Chief Financial Officer
Unified Government of Wyandotte County/Kansas City, Kansas
City Hall
701 North 7th St.
Kansas City, Kansas 66101

(b) With respect to the Unified Government:

Unified Government of Wyandotte County/Kansas City, Kansas
City Hall
701 North 7th St.
Kansas City, Kansas 66101

Attn: President
Attn: Chief Financial Officer

“Notice Representative” means:

- (a) with respect to the Unified Government, the Chief Financial Officer; and
- (b) with respect to the PBC, the President thereof.

“PBC” means the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, and its successors and assigns.

“Permitted Encumbrances” means any easements and rights-of-way of record at the time of lease of the Land to the PBC, and any other title exceptions not in the aggregate materially affecting marketability or the usefulness of the Facility to Unified Government.

“President” means the duly appointed and/or elected President or, in the President’s absence, the duly appointed Vice President or Acting President of the PBC.

“Rental Payments” means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to *Article III* of this Lease.

“SARA” means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

“Secretary” means the duly appointed and/or elected Secretary or, in the Secretary’s absence, the duly appointed Deputy Secretary or Acting Secretary of the PBC.

“Series 2015-A Bonds” means the Public Building Commission of Wyandotte County/Kansas City, Kansas Taxable Revenue Bonds (Amphitheatre Facility), Series 2015-A

“Term” means, collectively, the Basic Term and any Additional Term of this Lease.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas, and any successors and assigns.

Section 1.2 Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

Section 1.3 Representations and Covenants by Unified Government. The Unified Government makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) The Unified Government has the right, power and authority pursuant to the Act to enter into this Lease, and to perform its obligations hereunder. This Lease and the Unified Government's obligations under it are not subject to the limitations imposed by the Kansas Cash Basis Law, as codified in K.S.A. 10-1101 *et seq.*, the Kansas Budget Law, as codified in K.S.A. 79-2925 *et seq.*, and amendments thereto. Pursuant to the Act, the obligations of the County for rentals payable under this Lease for its entire term are **not** subject to annual appropriation, early cancellation or termination.

(b) Neither the execution or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Resolution, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provisions or conflicts with or results in a material breach of the terms, conditions or provisions of any agreement, indenture or instrument to which the Unified Government is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or violates any existing law, administrative regulation or court order or consent decree to which the Unified Government is subject.

(c) This Lease constitutes a legal, valid and binding obligation of the Unified Government enforceable against the Unified Government in accordance with its terms. The Unified Government covenants to make all the Rental Payments required under this Lease from whatever source of revenues is legally available, and will levy ad valorem taxes without limit if necessary to make such Rental Payments.

Section 1.4 Representations and Covenants by PBC. PBC makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) PBC is a municipal corporation existing under the Constitution and laws of the State. Under the provisions of the Act, PBC has the power to enter into and perform the transactions contemplated by this Lease and the Bond Resolution and to carry out its obligations hereunder and thereunder.

(b) PBC has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Facility, except as provided for in this Lease and the Bond Resolution.

(c) The PBC, during the Term, will not in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Facility, except as is provided for in this Lease and the Bond Resolution.

(d) PBC has duly authorized the execution and delivery of this Lease and the Bond Resolution and the issuance, execution and delivery of the Series 2015-A Bonds.

ARTICLE II

Section 2.1 Granting of Leasehold. PBC by these presents hereby rents, leases and lets to the Unified Government and the Unified Government hereby rents, leases and hires from the PBC, the Facility, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

Section 2.2 Termination of Lease. This Lease will terminate upon the occurrence of the following:

(a) All Rental Payments that the Unified Government is obligated under this Lease to pay during the Basic Term and any Additional Term have been paid to the PBC in full;

(b) All of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution; and

(c) The Unified Government has exercised its option to purchase the PBC's interest in the Facility pursuant to *Article XVII* hereof.

ARTICLE III

Section 3.1 Basic Rent. The Unified Government covenants and agrees to pay Basic Rent in immediately available funds, less Basic Rent Credits, on each Basic Rent Payment Date during the Basic Term. The PBC covenants to deposit such payments in the Principal and Interest Payment Account established in the Bond Resolution and to apply the same in the manner and for the purposes set forth in the Bond Resolution.

Section 3.2 Additional Rent. In addition to Basic Rent, the Unified Government shall pay any Additional Rent required to be paid pursuant to this Lease, or, if such payment cannot be made from legally available funds, as soon thereafter as funds can be made legally available after receipt of written notice thereof given to the Unified Government by the Authorized PBC Representative.

Section 3.3 Rent Payable Without Abatement or Setoff. The Unified Government covenants and agrees with and for the express benefit of PBC and the Owners that all payments of Basic Rent and Additional Rent shall be made by the Unified Government as the same become due, and that the Unified Government shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether PBC's interest in the Facility or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of Unified Government, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either, any change in PBC's legal organization or status, or any default of PBC hereunder, and regardless of the invalidity of any action of PBC or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease. Nothing in this Lease shall be construed as a waiver by the Unified Government of any rights or claims the Unified Government may have against PBC under this Lease or otherwise, but any recovery upon such rights and claims shall be had from PBC separately, it being the intent of this Lease that the Unified Government shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners.

Section 3.4 Prepayment of Basic Rent. The Unified Government may at any time prepay all or any part of the Rental Payments, which prepayment shall be accompanied by an explanatory written statement of the Authorized Unified Government Representative and written instructions as to application of the prepayment towards the early redemption of Bonds.

Section 3.5 Deposit of Rental Payments. The PBC shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Bond Resolution.

ARTICLE IV

Section 4.1 Disposition of Bond Proceeds; Improvement Fund. The proceeds of the Bonds shall be deposited in the Funds and Accounts and shall be applied in the manner set forth in the Bond Resolution and this Article, without further order or authorization.

Section 4.2 Improvement Contracts. It is recognized by the parties hereto that prior to the execution hereof the Unified Government or the PBC have entered into a contract or contracts with respect to the design, acquisition and/or construction of the Facility. Said contracts are hereinafter referred to as the "Improvement Contracts." Prior to the execution hereof, certain work has been or may have been performed on the Facility pursuant to said Improvement Contracts. The Unified Government hereby conveys to the PBC all of Unified Government's interest in the Improvement Contracts, and the PBC hereby designates the Unified Government as the PBC's agent for the purpose of executing and performing the Improvement Contracts. After the execution hereof, Unified Government shall cause the Improvement Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and Unified Government covenants to cause the Improvements constituting part thereof to be acquired, constructed and installed in accordance with the Improvement Contracts. Any and all amounts received by PBC or Unified Government from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Improvement Fund.

Section 4.3 Payment of Improvement Costs.

(a) The PBC hereby agrees to pay for the construction of the Improvements, but solely from the Improvement Fund, and hereby authorizes payment for the same, but solely from the Improvement Fund in accordance with the Bond Resolution.

(b) The PBC agrees to cause acquisition and construction of the Improvements to be diligently and continuously prosecuted and to be completed with reasonable dispatch substantially in accordance with the Improvement Contracts.

(c) In the event the moneys on deposit in the Improvement Fund, together with other funds, if any, made available for the Improvement Costs relating to the Improvements, are at any time insufficient to pay for the completion of the Improvements, the Unified Government agrees to pay or cause to be paid the amount of such deficiency, from other lawfully available funds.

(d) The PBC shall disburse moneys on deposit in the Improvement Fund from time to time to pay or as reimbursement for payment made for, Improvement Costs relating to the Improvements, upon receipt of a certificate signed by the Authorized Unified Government Representative in the form set forth by *Appendix A* hereto which is incorporated herein by reference.

Section 4.4 Changes or Amendments to Improvement Contracts. The Unified Government may make, authorize or permit such changes or amendments to the Improvement Contracts as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment may be made to the Improvement Contracts that would cause a material change in the cost, scope, nature, or function of the Facility, unless the Unified Government shall file with the PBC a certificate of the Authorized PBC Representative and the Authorized Unified Government Representative, to the effect that the Facility will, after such change or amendment, continue to comply with the Act, and such change or amendment will not result in the Facility being used for any purpose prohibited by this Lease or otherwise result in the Unified Government failing to comply with any provisions of this Lease, or materially adversely affect the Basic Rent available for payment of principal of, premium, if any, and interest on the Bonds, or violate or conflict with the terms of any applicable approvals of the Unified Government.

Section 4.5 Completion of the Improvements. Upon completion of the Improvements, the PBC shall cause the Authorized Unified Government Representative to deliver a Certificate of Completion signed by the Authorized Unified Government Representative in the form attached hereto as *Appendix B*. In the event funds remain on hand in the Improvement Fund on the date the Certificate of Completion is furnished, whichever shall first occur, such remaining funds shall be transferred to the Principal and Interest Payment Account and shall be applied in accordance with the provisions of the Bond Resolution.

Section 4.6 Right of Entry by the PBC. The duly authorized agents of the PBC shall have the right at any reasonable time prior to the completion of the Facility to have access to the Facility or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction thereof.

Section 4.7 Furnishings and Equipment Purchased by Unified Government. If no part of the purchase price of an item of personal property is paid from funds deposited in the Improvement Fund pursuant to the terms of this Lease, then such item of machinery, equipment or personal property shall not be deemed a part of the Facility.

Section 4.8 Facility Property of the PBC. All Improvements to or constituting a part of the Facility, all work and materials on such Improvements as such work progresses, any Facility Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Facility, and the Facility as repaired, rebuilt, rearranged, restored or replaced by the Unified Government under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the PBC, subject to the Base Lease.

Section 4.9 Kansas Retailers' Sales Tax. The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606 and other applicable laws, sales of tangible personal property or services purchased directly by the PBC in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act.

ARTICLE V

Section 5.1 Environmental Covenants. The Unified Government acknowledges that it is responsible for maintaining the Facility in compliance with all applicable Environmental Laws. In the event that the Unified Government does not expeditiously proceed with any compliance action with respect to the Facility lawfully required by any local, state or federal authority under applicable Environmental Law, the PBC, immediately after notice to the Unified Government, may elect (but may not be required) to undertake such compliance. Any moneys expended by the PBC in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling

and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder, subject to the availability of appropriated funds, with interest thereon at the average rate of interest per annum on the Series 2015-A Bonds, plus two (2) percentage points, from the date such cost is incurred.

To the extent permitted by law, the Unified Government shall and does hereby indemnify the PBC and the Owners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs associated with or incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Facility of any Hazardous Substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

ARTICLE VI

Section 6.1 Insurance. The Unified Government shall be required to maintain in full force and effect the following policies of insurance:

(a) Commercial general liability insurance insuring against claims for bodily injury, personal injury and property damage occurring in or about the Facility under which Unified Government shall be named as insured and PBC shall be additional named as an additional insured, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence); which policy must provide that such insurance may not be cancelled by the PBC thereof without at least 30 days' advance written notice to the PBC and the Unified Government, such insurance to be maintained throughout the Term of this Lease; and

(b) Workers' Compensation Insurance in accordance with statutory law; and

(c) Property insurance insuring the Facility for perils covered by a special causes of law form in an amount equal to the Full Insurable Value of the Facility. Such insurance coverage shall name the Unified Government and the PBC as loss payees, as their interests appear, and all Net Proceeds received under such policy or policies by the PBC or the Unified Government shall be applied as set forth in *Article XVIII* hereof; and

(d) With regard to new buildings and improvements constituting a part of the Facility and constructed by general contractors other than the Unified Government, performance and labor and material payment bonds and statutory bonds (with sureties approved by the PBC) with respect to the Improvement Contracts in the full amount of the Improvement Contracts. Said bonds shall name PBC and the Unified Government as obligee. All payments received by the PBC and the Unified Government under said bonds shall become a part of and be deposited in the Improvement Fund. With regard to materials and/or labor furnished to the Facility at the order of the Unified Government without formal contract, or by subcontract with the Unified Government acting as general contractor, with respect to materials or labor which could form the basis of a statutory mechanic's lien, if the amount of the transaction does not exceed \$10,000; the payments therefor may be disbursed upon receipt of releases or waivers of statutory mechanic's or subcontractor's liens by all vendors or subcontractors receiving payment or furnishing labor or materials as a subcontractor of the vendor or subcontractor receiving payment.

Section 6.2 General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies or within 30 days of renewal, originals or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to the PBC, shall be delivered by the Unified Government to the PBC. All policies of such insurance and all renewals thereof shall name the Unified Government as insured and the PBC as additional named insured, must contain a provision that such insurance may not be cancelled or amended by the PBC thereof without at least thirty (30) days' written notice to the PBC and the Unified Government and shall be payable to the PBC and the Unified Government as their respective interests appear. The PBC and the Unified Government each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment, as long as such payment is required by this Lease.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein except that the Unified Government may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority to the extent required by law, and with the consent of the PBC, which consent will not be unreasonably withheld.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the PBC continuously during the term of this Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the PBC.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Unified Government.

(f) Anything in this Lease to the contrary notwithstanding, subject to the limitations of the Kansas Tort Claims Act, Unified Government shall be liable to PBC pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Unified Government, its agents, licensees, contractors, invitees or employees.

ARTICLE VII

Section 7.1 Impositions. The Unified Government shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Unified Government shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable.

Section 7.2 Receipted Statements. Unless the Unified Government exercises its right to contest any Impositions in accordance with **Section 7.4** hereof, the Unified Government shall, within 30 days after the last day for payment, without penalty or interest, of an Imposition which the Unified Government is required to bear, pay and discharge the same pursuant to the terms hereof, and deliver to the PBC a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3 PBC May Not Sell. The PBC covenants that, unless the Unified Government is in Default under this Lease it will not, without the Unified Government's written consent, unless required

by law, sell or otherwise part with or encumber its leasehold interest in the Facility at any time during the Term of this Lease.

Section 7.4 Contest of Impositions. The Unified Government shall have the right, in its own or the PBC's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Unified Government: (a) before instituting any such contest, shall give the PBC written notice of its intention to do so and, if requested in writing by the PBC, shall deposit with the PBC a surety bond of a surety company acceptable to the PBC as surety, in favor of the PBC, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs; (b) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise; and (c) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Unified Government shall hold the PBC whole and harmless from any costs and expenses the PBC may incur related to any such contest.

ARTICLE VIII

Section 8.1 Use of Facility. Subject to the provisions of this Lease, the Unified Government shall have the right to use the Facility for its lawful governmental purposes as contemplated by the Constitution of the State, and the Act. The Unified Government shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Facility or to any adjoining public ways, as to the manner of use or the condition of the Facility or of adjoining public ways. The Unified Government shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Unified Government shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Unified Government to comply with the provisions of this Article.

ARTICLE IX

Section 9.1 Assignment by Unified Government. The Unified Government may not assign its interest in this Lease without the prior written consent of the PBC. Any such assignment must be to an entity authorized to be a tenant in accordance with the Act. In the event of any such assignment, the Unified Government shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the PBC and any such assignee shall relieve the Unified Government of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

Section 9.2 Release of the Unified Government. If, in connection with an assignment by the Unified Government of its interest in this Lease: (a) the PBC and the Owners of ninety percent (90%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the PBC their prior written consent to such assignment; and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Unified Government under this Lease; then the Unified Government shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.3 Covenant Against Other Assignments. The Unified Government will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

Section 9.4 Sublease by Unified Government. The Unified Government may not sublease the Facility to a single party or entity, without the prior written consent of PBC. The Unified Government may sublease portions of the Facility for use by others in the normal course of its business without the PBC's prior consent or approval. Any such subtenant must be an entity permitted to be a tenant under the provisions of the Act. In the event of any such subleasing, the Unified Government shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the PBC and any such subtenant shall relieve the Unified Government of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

ARTICLE X

Section 10.1 Repairs and Maintenance. The Unified Government covenants and agrees that it will, during the Term of this Lease, keep and maintain the Facility and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the furnishings, equipment and personal property constituting a part of the Facility in good mechanical and working order, and that during said period of time it will keep the Facility and all parts thereof free from nuisance or conditions unreasonably increasing the danger of fire.

Section 10.2 Removal, Disposition and Substitution of Fixtures, Furnishings or Equipment. The Unified Government shall have the right, provided the Unified Government is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any fixtures, furnishings or equipment that constitutes a part of the Facility and that are no longer used by the Unified Government or, in the opinion of the Unified Government, are no longer suitable for use by the Unified Government in its operations (whether by reason of obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) Prior to any such removal, Unified Government shall deliver to the PBC a certificate signed by the Authorized Unified Government Representative: (1) containing a complete description, including the make, model and serial numbers, if any, of any fixtures, furnishings or equipment constituting a part of the Facility which it proposes to remove; (2) stating the reason for such removal; (3) stating what disposition, if any, of the fixtures, furnishings or equipment is to be made by the Unified Government after such removal and the names of the party or parties to whom such disposition is to be made and the consideration to be received by the Unified Government therefor, if any; and (4) setting forth the original cost and the current fair market value of such furnishings or equipment; provided, however, that in no event shall the value be less than the consideration to be received by the Unified Government upon the disposition.

(b) Prior to any such removal, the Unified Government shall pay the current fair market value of such fixtures, furnishings or equipment as set forth in said certificate to the PBC and the PBC shall deposit such amount in the Principal and Interest Payment Account.

(c) The Unified Government may remove or fixtures, furnishings and equipment constituting a part of the Facility without first complying with the provisions of subparagraph (b) above; provided, however, that the Unified Government shall promptly replace any such furnishings or equipment so removed with fixtures, furnishings or equipment of the same or a different kind but which are capable of

performing the same function, efficiently, as the fixtures, furnishings or equipment so removed, and the fixtures, furnishings or equipment so acquired by the Unified Government to replace such furnishings or equipment shall be deemed a part of the Facility. Within thirty (30) days after any such replacement by the Unified Government, the Unified Government shall deliver to the Trustee a certificate of the Authorized Unified Government Representative setting forth a complete description, including make, model and serial numbers, if any, of the furnishings or equipment which the Unified Government has acquired to replace the furnishings or equipment so removed by the Unified Government, the cost thereof and that said fixtures, furnishings or equipment have been installed.

All fixtures, furnishings or equipment constituting a part of the Facility and removed by Unified Government pursuant to this Section shall become the absolute property of Unified Government and may be sold or otherwise disposed of by Unified Government without accounting to PBC with respect thereto. In all cases, Unified Government shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. Unified Government's rights under this Article to remove furnishings or equipment constituting a part of the Facility is intended only to permit Unified Government to maintain an efficient operation by the removal of such furnishings or equipment no longer suitable to Unified Government's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such furnishings or equipment by Unified Government.

ARTICLE XI

Section 11.1 Alteration of Facility. The Unified Government shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Facility as the Unified Government from time to time may deem necessary or advisable without the consent of the PBC; provided, however, the Unified Government shall not make any major change or alteration which will adversely affect the intended use or structural strength of any part of the Facility. All additions, changes and alterations made by the Unified Government pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and regulations applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Facility and subject to the Base Lease; provided, however, that additions of furnishings, equipment and/or personal property of the Unified Government, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Facility shall remain the separate property of the Unified Government and may be removed by the Unified Government at any time prior to termination of this Lease; provided further, however, that all such additional furnishings, equipment and/or personal property which remain in the Facility after the termination of this Lease for any cause other than the purchase of the Facility pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the PBC.

ARTICLE XII

Section 12.1 Additional Improvements. The Unified Government shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Facility, or in airspace above the Facility, such additional buildings and improvements as The Unified Government from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Unified Government pursuant to the authority of this Article shall, during the Term, remain the property of the Unified Government and may be added to, altered or razed and removed by the Unified Government at any time during the Term hereof. The Unified Government covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Facility because of the construction of, addition to, alteration or removal of, said additional buildings or

improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Unified Government pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Facility pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of PBC.

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations. The Unified Government shall not do or permit others under its control to do any work in or in connection with the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless all applicable governmental permits and authorizations shall have first been procured. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, resolutions, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2 Mechanics' Liens. Unified Government shall not do or suffer anything to be done whereby the Facility, or any part thereof, may be encumbered by any mechanics' or other similar lien and if any mechanic's or other similar lien is filed against the Facility, or any part thereof, the Unified Government shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the PBC does not authorize or consent to and shall not be liable for any labor or materials furnished to the Unified Government or anyone claiming by, through or under the Unified Government upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the estate of the PBC in and to the Facility, or any part thereof.

Section 13.3 Contest of Liens. The Unified Government, notwithstanding the above, shall have the right to contest any such mechanics', or other similar lien if within a 30 day period it: (a) notifies the PBC in writing of its intention so to do; (b) diligently pursues such contest, at all times effectively staying or preventing any official or judicial sale of the Facility or any part thereof or interest therein, under execution or otherwise; and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures a recorded release or satisfaction thereof.

Section 13.4 Utilities. All utilities and utility services used in, on or about the Facility shall be contracted for by the Unified Government in the Unified Government's own name and the Unified Government shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Utility costs shall be included in Maintenance Costs as defined herein.

ARTICLE XIV

Section 14.1 Indemnity. Subject to the provisions of the Kansas Tort Claims Act and other applicable law, the Unified Government covenants and agrees, at its expense, to pay, and to indemnify and save the PBC and all agents, members, directors, officers and employees thereof harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the acquisition, construction, equipping, occupation, use, operation, maintenance, possession, conduct or management of, or from any work done in or about the Facility, or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, or regulations affecting the

Facility or the occupancy or use thereof. Subject to the provisions of the Kansas Tort Claims Act, and other applicable law, the Unified Government also covenants and agrees, at its expense, to pay and to indemnify and save the PBC and all agents, members, directors, officers and employees thereof harmless against and from, any and all claims arising from (i) any condition of the Facility, (ii) any breach or default on the part of the Unified Government in the performance of any covenant or agreement to be performed by such the Unified Government pursuant to this Lease, (iii) any act or negligence of the Unified Government or, any of its agents, contractors, servants, employees or licensees in connection with their use, occupancy or operation of the Facility, or (iv) any accident, injury or damage whatsoever caused to any person, firm or corporation, in or about the Facility and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this section. In the event that any action or proceeding is brought against the PBC or any agent, member, director, officer or employee thereof by reason of any such claim, the Unified Government, upon notice from the PBC, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to the PBC.

Notwithstanding the fact that it is the intention of the parties that the PBC and all agents, members, directors, officers and employees thereof shall not incur any pecuniary liability whatsoever by reason of the terms of this Lease, or the undertakings required of the PBC hereunder or any agent, member, director, officer or employee thereof, by reason of the issuance of Bonds, by reason of the execution or authorization of any documents or certification in connection with the Bonds including, but not limited to, the Bond Resolution, this Lease, or any preliminary or final official statement, by reason of the performance, or nonperformance, of any act required of it by this Lease or the Bond Resolution, or by reason of the performance, or nonperformance, of any act requested of it by the Unified Government, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the PBC or any agent, member, employee, officer or director thereof should incur any such pecuniary liability then in such event the Unified Government, subject to the provisions of the Kansas Tort Claims Act, and other applicable law, shall indemnify and hold harmless the PBC and all agents, members, directors, officers and employees thereof, against all claims, fees, including attorney fees, and expenses by or on behalf of any person, firm, corporation, or governmental authority, arising out of the same, and all costs, fees and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the PBC, the Unified Government shall defend and hold harmless the PBC in any such action or proceeding. This section shall survive the termination of this Lease for any claim, proceeding or action arising from any event or omission occurring during the Term and after the termination, due to an Event of Default, for any period the Unified Government or assignee occupies the Facility.

Section 14.2 Liability. Subject to *Article IV* hereof, the provisions of the Kansas Tort Claims Act, and other applicable law, the Unified Government hereby accepts all responsibility relating to the operation, maintenance and repair of the Facility during the Lease Term and agrees that the PBC shall not have any liability therefor.

ARTICLE XV

Section 15.1 Access to Facility. The PBC, for itself and its duly authorized representatives and agents, reserves the right to enter the Facility at all reasonable times during usual business hours (subject to the Unified Government's access procedures and policies) throughout the Term for the purpose of: (a) examining and inspecting the same, (b) performing any work made necessary by reason of an Event of Default by the Unified Government under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, for the purpose of exhibiting the Facility to prospective purchasers or lessees. The PBC may, during the progress of said work mentioned in (b) above, keep and store on the Facility all necessary materials, supplies and equipment and shall not be liable for necessary

inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1 Quiet Enjoyment and Possession. So long as no Event of Default has occurred and is continuing under this Lease, Unified Government shall and may peaceably and quietly have, hold and enjoy the Facility.

ARTICLE XVII

Section 17.1 Option to Purchase Facility. Subject to the provisions of this Article, the Unified Government shall have the option to purchase the PBC's interest in the Facility (i.e., the PBC's rights in the Base Lease) at any time during the Term hereof and for One Hundred Twenty (120) days thereafter. The Unified Government shall exercise its option by giving the PBC written notice of the Unified Government's election to exercise its option specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than One Hundred Eighty (180) days after the notice is given.

Section 17.2 Quality of Title and Purchase Price. If notice of election to purchase is given, the PBC shall sell and convey its interest in and to the Facility to the Unified Government on the Closing Date free and clear of all liens and encumbrances except: (a) those to which the title was subject on the date of execution of the Base Lease, or to which title became subject with the Unified Government's written consent, or which resulted from any failure of the Unified Government to perform any of its covenants or obligations under this Lease; (b) taxes and assessments, general and special, if any; and (c) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Facility, for the price and sum as follows (which the Unified Government shall pay in cash at the time of delivery of PBC's deed or other instrument or instruments of transfer to the Facility to Unified Government as hereinafter provided):

(a) The full amount which is required to provide the PBC with funds sufficient, in accordance with the provisions of the Bond Resolution, to pay at maturity or to redeem and pay in full (1) the principal of all of the Outstanding Bonds, (2) all interest due thereon to date of maturity or redemption, whichever first occurs, and (3) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full, plus

(b) \$100.00.

Nothing in this Article shall release or discharge Unified Government from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, becomes due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by Unified Government prior to the Closing Date.

Section 17.3 Closing of Purchase. On the Closing Date the PBC shall deliver to the Unified Government its quit claim deed or other appropriate instrument or instruments of conveyance or assignment, properly executed and conveying its interest in the Facility to the Unified Government free and clear of all liens and encumbrances of the PBC or the Owners, and the Unified Government shall pay the full purchase price for the Facility as follows: (a) the amount specified in clause (a) of **Section 17.2** shall be deposited in the Principal and Interest Payment Account and shall be used by the PBC to pay or

redeem the Bonds and the interest thereon as provided in the Bond Resolution, and (b) the amount specified in clause (b) of said *Section 17.2* shall be paid to PBC; provided, however, nothing herein shall require PBC to deliver its said quit claim deed or other appropriate instrument or instruments of assignment or conveyance to the Unified Government until after all duties and obligations of the Unified Government under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Unified Government of the PBC's quit claim deed or other appropriate instrument or instruments of assignment or conveyance and payment of the purchase price by the Unified Government, all rights of the Unified Government under this Lease shall, *ipso facto*, terminate.

Section 17.4 Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Facility by the Unified Government pursuant to valid notice of election to purchase given as aforesaid is not effected on the Closing Date, this Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the PBC does not have or is unable to convey to the Unified Government such title to the Facility as the Unified Government is required to accept, the PBC shall use its best efforts to cure any such defect in its title. In the event the PBC is unable to cure such defect in its title, the Unified Government shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Unified Government shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the PBC, to obtain its own name or in the name of the PBC, to obtain acceptable title to the Facility.

Section 17.5 Application of Condemnation Awards if Unified Government Purchases the Facility. The right of the Unified Government to exercise its option to purchase the Facility under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Facility. If the Unified Government shall exercise its said option and pay the purchase price as provided in this Article, all of the condemnation awards received by the PBC after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by the PBC in connection with such condemnation, shall belong and be paid to the Unified Government.

ARTICLE XVIII

Section 18.1 Damage and Destruction.

(a) If, during the Term, the Facility is damaged or destroyed, in whole or in part, by fire or other casualty, the Unified Government shall promptly notify the PBC in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Unified Government determines that rebuilding, repairing, restoring or replacing the Facility is practicable and desirable, the Unified Government shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Facility shall be deposited in the Improvement Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Improvement Fund after such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Payment Account and used to pay principal of the Bonds and the interest thereon as provided in the Bond Resolution.

(c) If the Unified Government determines that rebuilding, repairing, restoring or replacing the Facility is not practicable and desirable, any Net Proceeds of casualty insurance required by this Lease and received with respect to any such damage or loss to the Facility shall be paid into the Principal and Interest Payment Account. The Unified Government agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Unified Government shall not, by reason of its inability to use all or any part of the Facility during any period in which the Facility is damaged or destroyed, or is being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Unified Government under this Lease nor of any other obligations of the Unified Government under this Lease except as expressly provided in this Section.

Section 18.2 Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Facility shall be condemned by any authority exercising the power of eminent domain, the Unified Government shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the PBC in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct facilities to substitute for the Facility, or portion thereof.

(b) If the Unified Government determines that such substitution is practicable and desirable, the Unified Government shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute facilities. In such case, any Net Proceeds received from any award or awards with respect to the Facility or any part thereof made in such condemnation or eminent domain proceeds shall be deposited in the Improvement Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Improvement Fund after such acquisition or construction shall be deposited into the Principal and Interest Payment Account and used to pay or redeem the Bonds and the interest thereon as provided in the Bond Resolution.

(c) If the Unified Government shall determine that it is not practicable and desirable to acquire or construct substitute facilities, any Net Proceeds of condemnation awards received by the Unified Government shall be paid into the Principal and Interest Payment Account. The Unified Government agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Unified Government shall not, by reason of its inability to use all or any part of the Facility during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Unified Government under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The PBC shall cooperate fully with the Unified Government in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Facility or any part thereof. In no event will the PBC voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Facility or any part thereof without the written consent of the Unified Government.

Section 18.3 Effect of the Unified Government's Default. Anything in this Article to the contrary notwithstanding, the PBC shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Improvement Fund attributable to damage or destruction or condemnation of the Facility to the Unified Government or any third party if an Event of

Default has occurred and is continuing, or the PBC has given notice to the Unified Government of an Event of Default which, with the passage of time, will become an Event of Default. In the event the Unified Government shall cure an Event of Default specified herein, the PBC may make payments from the Net Proceeds to the Unified Government in accordance with the provisions of this Article. However, if this Lease is terminated or the PBC otherwise re-enters and takes possession of the Facility without terminating this Lease, the PBC shall pay all the Net Proceeds held by it into the Principal and Interest Payment Account and all rights of the Unified Government in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the PBC may take any one or more of the following remedial actions:

(a) Give Unified Government written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date so specified, the Unified Government's rights to possession of the Facility subject to the Base Lease shall cease, and this Lease shall thereupon be terminated, and PBC may re-enter and take possession of the Facility; or

(b) Without terminating the Term hereof, or this Lease, conduct inspections or an Environmental Assessment of the Facility, and re-enter the Facility or take possession thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The PBC may refuse to re-enter or take possession of the Facility if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Facility of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Unified Government under any Environmental Law resulting from conditions on the Facility.

Having elected to re-enter or take possession of the Facility without terminating the Term or this Lease, the PBC shall use reasonable diligence to relet the Facility, or parts thereof, subject to the Base Lease, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Facility, and no such re-entry or taking of possession of the Facility shall be construed as an election to terminate this Lease, and no such re-entry or taking of possession shall relieve the Unified Government of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession. The Unified Government shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Facility shall have been relet, less the net proceeds, if any, of reletting the Facility.

Having elected to re-enter or take possession of the Facility pursuant to subsection (b) above, the PBC may (subject, however, to any restrictions against termination of this Lease in the Bond Resolution or the Base Lease), by notice to the Unified Government given at any time thereafter while the Unified Government is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (a) above and thereafter proceed to sell its interest in the Facility subject to the Base Lease.

If, in accordance with any of the foregoing provisions of this Article, the PBC shall have the right to elect to re-enter and take possession of the Facility, PBC may enter and expel the Unified Government and those claiming through or under the Unified Government and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

All Basic Rent recovered from the County and the net proceeds of any reletting or sale of the Facility shall be deposited in the Principal and Interest Payment Account and applied as set forth in the Bond Resolution. For purposes of this paragraph, “net proceeds” means the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Facility for reletting or sale.

Section 19.2 Survival of Obligations. The Unified Government covenants and agrees with the PBC and the Owners that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof in accordance with the Bond Resolution, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Unified Government shall continue to be obligated to pay Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease.

Section 19.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the PBC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the PBC to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XX

Section 20.1 Performance of Unified Government’s Obligations by PBC. If the Unified Government shall fail to keep or perform any of its obligations as provided in this Lease, then the PBC may (but shall not be obligated to do so) upon the continuance of such failure on the Unified Government’s part for ninety (90) days after notice of such failure is given to the Unified Government by the PBC and without waiving or releasing the Unified Government from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Unified Government shall reimburse the PBC for all sums so paid by the PBC and all necessary or incidental costs and expenses incurred by the PBC in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Unified Government within ten (10) days of demand, the PBC shall have the same rights and remedies provided for in *Article XIX* in the case of an Event of Default by the Unified Government in the payment of Basic Rent.

ARTICLE XXI

Section 21.1 Surrender of Possession. Upon accrual of the PBC’s right of re-entry as the result of an Event of Default by the Unified Government hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of Unified Government’s purchase of the Facility), the Unified Government shall peacefully surrender possession of the Facility to the PBC in good condition and repair, ordinary wear and tear excepted; provided, however, the Unified Government shall have the right, prior to or within 120 days after the termination of this Lease, to remove from or about the Facility the buildings, improvements, furnishings, equipment, personal property, furniture and fixtures that are not a part of the Facility that the Unified Government owns under the provisions of this Lease. All repairs to and restorations of the Facility required to be made because of such removal shall be made by and at the sole cost and expense of the Unified Government. All

buildings, improvements, furnishings, equipment, personal property, furniture and fixtures owned by the Unified Government and which are not so removed from or about the Facility prior to or within 120 days after such termination of this Lease shall become the separate and absolute property of PBC, subject to the Base Lease.

ARTICLE XXII

Section 22.1 Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Lease shall be in writing and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via facsimile, with electronic or telephonic confirmation of receipt, or (c) communicated via electronic mail with electronic or telephonic confirmation of receipt to the Notice Representative at the Notice Address. The PBC and the Unified Government may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent. All notices given by: (1) certified or registered mail shall be deemed duly given as of the date they are so mailed; (b) facsimile or electronic mail shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the other party shall constitute a sufficient notice.

ARTICLE XXIII

Section 23.1 Net Lease. The parties hereto agree that: (a) this Lease is intended to be a net lease; (b) the payments of Basic Rent and Additional Rent are designed to provide the PBC with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein; and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the PBC with funds sufficient for the purposes aforesaid, the Unified Government shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

ARTICLE XXIV

Section 24.1 Rights and Remedies. The rights and remedies reserved by the PBC and the Unified Government hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The PBC and the Unified Government shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 24.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 24.3 PBC Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the PBC shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the PBC shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXV

Section 25.1 Financial Report. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Bond Resolution, the Unified Government shall furnish or cause to be furnished to the PBC, upon request, as soon as practicable after the end of each fiscal year, duplicate copies of the Consolidated Annual Financial Report ("CAFR") of the Unified Government. Such CAFR shall set forth in comparative form the figures for the previous fiscal year and such CAFR shall be prepared in accordance with generally accepted accounting principles consistently applied (except for any change in accounting principles with which the preparing certified public accountants concur) and the examination of such accountants in connection with such financial statements shall be made in accordance with generally accepted auditing standards, and accordingly include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

ARTICLE XXVI

Section 26.1 Funds Held by PBC After Payment of Bonds. If, after the principal of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the PBC holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Bond Resolution and after payment therefrom to the PBC of any sums of money then due and owing by the Unified Government under the terms of this Lease, be the absolute property of and be paid over forthwith to the Unified Government.

ARTICLE XXVII

Section 27.1 Amendments. This Lease may be amended, changed or modified in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the PBC and the Unified Government and consented to in writing by the Owners of 100% of the aggregate principal amount of the Bonds then Outstanding; and

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the PBC and the Unified Government and consented to in writing by the Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; provided that a modification to *Schedule I* hereto to conform to actual legal descriptions of the components of the Land may be accomplished with an addendum executed by the PBC and the Unified Government without the consent of the Owners.

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the PBC and the Unified Government.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the PBC and the Unified Government shall furnish the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made.

Section 27.2 Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, Unified Government may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Facility, free from any rights of the PBC or the Owners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Unified Government shall determine, and the PBC agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the PBC of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Unified Government Representative requesting such instrument, and (iii) a certificate executed by the Authorized Unified Government stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Unified Government, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Facility and will not materially adversely affect the security of the Owners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the PBC and the Owners and shall not be affected by any termination of this Lease or default on the part of the Unified Government hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Unified Government for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Unified Government, but, in the event of the termination of this Lease because of an Event of Default of the Unified Government, all rights then existing of the Unified Government with respect to or under such grant shall inure to the benefit of and be exercisable by the PBC.

Section 27.3 Security Interests. PBC and Unified Government agree to execute and deliver all instruments (including financing statements and continuation statements) necessary for perfection of and continuation of the security interest of PBC in and to the Facility. The PBC is authorized by the Unified Government to file or cause to be filed all such original instruments and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Section 27.4 Rights and Remedies. The rights and remedies reserved by the PBC and the Unified Government hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. In addition thereto, the PBC and the Unified Government shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 27.5 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 27.6 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in

accordance with the rules of interpretation set forth in the Bond Resolution. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 27.7 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 27.8 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 27.9 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 27.10 Electronic Transactions. This Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed and delivered by duly authorized officials as of the day and year first above written.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

(Seal)

ATTEST:

Mayor/CEO

Unified Government Clerk

APPROVED AS TO FORM ONLY:

Chief Counsel

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2015, by Mark Holland, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

**PUBLIC BUILDING COMMISSION OF THE
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(Seal)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2015, by _____, President of the Public Building Commission of Wyandotte County/Kansas City, Kansas, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

Notary Public

My Commission Expires: _____

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF IMPROVEMENT COSTS

**PUBLIC BUILDING COMMISSION OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

Improvement Fund
(Amphitheatre Facility)

No. _____

To: Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas

Authorization is hereby given by the undersigned, the Authorized Unified Government Representative, acting on behalf of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") to disburse funds held in the above mentioned Improvement Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Unified Government or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of furnishings, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Facility. I further certify that the fair value of such work or materials, furnishings and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding indebtednesses which are now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of furnishings, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Facility or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Improvement Fund.

I further certify that each of the representations and covenants on the part of the Unified Government contained in the Lease dated as of December 1, 2015 by and between the Public Building Commission of Wyandotte County/Kansas City, Kansas, as PBC, and the Unified Government were, on the date of said Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the Payment Schedules constitute Improvement Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Improvement Fund pursuant to the provisions of Section 6.1 of the Lease are in full force and effect.

EXECUTED: _____.

Authorized Unified Government Representative

EXHIBIT A-1 - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose of Nature of Payment	Amount
-------------------	----------------------	-------------------------------------	---------------

Initials

EXHIBIT A-2 - Payment Order No. _____

PAYMENT SCHEDULE
FOR FURNISHINGS AND EQUIPMENT

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee's Name	Description of Equipment	Amount
	(include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Unified Government Representative for the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), as Unified Government under a certain Lease dated as of December 1, 2015 between the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, (the "PBC") and the Unified Government, and as beneficiary of the PBC's Public Building Commission Taxable Revenue Bonds, Series 2015-A issued pursuant to Resolution No. __ adopted December 10, 2015 (the "Bond Resolution"), hereby certifies:

1. The Facility (as defined in the Bond Resolution) and all improvements constituting a part thereof have been acquired and completed in accordance with the plans and specifications prepared at the Unified Government's direction.
2. The Facility and Improvements constituting a part thereof have been completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Facility; all bills for labor and materials furnished for the Facility and improvements constituting a part thereof which could form the basis of a mechanic's, materialmen's or other statutory lien against the Facility have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All Improvements constituting part of the Facility are located or installed on the Facility.
5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Facility.
6. All moneys remaining in the Improvement Fund being held by the PBC should be transferred to the Principal and Interest Payment Fund being held by the PBC under the Resolution, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Unified Government Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

Authorized Unified Government Representative

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

Subscribed and sworn to or affirmed before me, a notary public, on _____, _____.

Notary Public

My Appointment Expires: _____

SCHEDULE I

PROPERTY DESCRIPTION

**EXCERPT OF MINUTES OF A MEETING
OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON DECEMBER 10, 2015**

The Commission (the "Commission") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), met in regular session at the Commission Meeting Room at 7:00 p.m. The Mayor/CEO presided and the following members of the Commission were present:

_____.

The following members were absent: _____.

* * * * *

(other matters)

* * * * *

Thereupon, Commissioner _____ moved, seconded by Commissioner _____, that the Commission adopt the following resolution:

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL ESTATE LOCATED AT 800 ANN AVENUE AND 810 ANN AVENUE, AND THE CONSTRUCTING, RECONSTRUCTING, EQUIPPING AND FURNISHING OF A BUILDING LOCATED AT SUCH SITES, ALL FOR THE PURPOSE OF ESTABLISHING A MEDICAL CLINIC TO SERVE EMPLOYEES OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AND REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS THEREOF.

The motion was approved and the Resolution was adopted by the following roll call vote:

Aye: _____.

Nay: _____.

Thereupon, the Resolution having been adopted by a majority vote of the members of the Commission, was given No. R-__-15, was directed to be signed by the Mayor/CEO and attested by the Unified Government Clerk; and the Unified Government Clerk was further directed to cause a copy of the Resolution to be delivered to the Secretary of the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(Seal)

Unified Government Clerk

County Request Resolution Minutes

RESOLUTION NO. R-__-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL ESTATE LOCATED AT 800 ANN AVENUE AND 810 ANN AVENUE, AND THE CONSTRUCTING, RECONSTRUCTING, EQUIPPING AND FURNISHING OF A BUILDING LOCATED AT SUCH SITES, ALL FOR THE PURPOSE OF ESTABLISHING A MEDICAL CLINIC TO SERVE EMPLOYEES OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AND REQUESTING THE PUBLIC BUILDING COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS THEREOF.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, acting as a county (the “Unified Government” or the “County”) previously adopted Resolution No. R-60-15 deeming it advisable to acquire certain real property and the improvements thereon located at 800 Ann Avenue, Kansas City, Kansas, and to construct, reconstruct, equip and furnish such real property, all for the purpose of establishing a medical clinic to serve employees of the Unified Government; and

WHEREAS, the Unified Government hereby deems it advisable to acquire certain real property and the improvements thereon located at 810 Ann Avenue, Kansas City, Kansas, consisting of a parking lot located adjacent to the building located at 800 Ann Avenue, Kansas City, Kansas; and

WHEREAS, the Unified Government under the authority of K.S.A. 12-1757 *et seq.*, as amended by Charter Ordinance No. CO-1-98 and Charter Resolution No. CO-1-98 of the County (jointly the “Act”), has previously created the Public Building Commission of the Unified Government of Wyandotte County/Kansas City, Kansas, a municipal corporation of the State of Kansas (the “PBC”); and

WHEREAS, the PBC has the power and authority under the Act to issue revenue bonds to provide funds for the purpose of paying all or a portion of the costs to acquire the real property located at 800 Ann Avenue and 810 Ann Avenue, and to construct, reconstruct, equip and furnish such real property, all for the purpose of establishing a medical clinic to serve employees of the Unified Government, as provided in Resolution No. R-60-15 and this Resolution (the “Project”); and

WHEREAS, the Unified Government deems it advisable to request that the PBC provide for the financing of the Project.

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

SECTION 1. Authorization of Real Estate Acquisition. It is hereby deemed and declared to be necessary to authorize the acquisition of the real property located at 800 Ann Avenue and 810 Ann Avenue. The Mayor/CEO and all other appropriate officers of the Unified Government are hereby authorized to take any action and execute any documents necessary to complete the acquisition of such real property.

SECTION 2. Authorization of Project. It is hereby deemed and declared to be necessary to authorize the various components of the Project with the estimated total costs of \$1,830,000.

SECTION 3. Financing of Project. In order to pay the costs of the Project, including the real estate acquisition authorized by *Section 1* of this Resolution, it is necessary and desirable for the PBC to issue revenue bonds in one or more series in an aggregate principal amount not to exceed \$1,830,000 plus

the cost of any related reserves and financing costs (the “PBC Bonds”). It is hereby requested that the PBC issue the PBC Bonds, in accordance with the provisions of the Act and all other laws of the State of Kansas supplemental thereto or amendatory thereof.

SECTION 4. Leases. The Unified Government hereby declares an intent to enter into a lease or lease-purchase agreement with the PBC pursuant to the Act to provide for the source of repayments of the PBC Bonds and other related expenses of the PBC.

SECTION 5. Reimbursement. The Unified Government hereby declares an intent to be reimbursed for expenditures for the Project made on or after the date which is 60 days before the date of this Resolution, from the proceeds of the PBC Bonds described herein, pursuant to Treasury Regulation 1.150-2.

SECTION 6. Effective Date. This resolution shall be effective from and after its adoption.

ADOPTED AND APPROVED by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, on December 10, 2015.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

(Seal)

Mayor/CEO

ATTEST:

Unified Government Clerk

APPROVED AS TO FORM:

Chief Counsel



Staff Request for Commission Action

Tracking No. 15292

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain):

Publication Required: No

<u>Date:</u> 12/07/2015	<u>Contact Name:</u> Joe Connor, Assistant County Administrator	<u>Contact Phone:</u> x6724	<u>Contact Email:</u> jconnor@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

Appointment of Katherine Briney as Interim County Appraiser effective December 17, 2015.

Action Requested:

Adopt resolution

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Appointment

RESOLUTION NO. _____

WHEREAS, each county in the State of Kansas is mandated by K.S.A. 19-430 to adopt a resolution appointing the County Appraiser for such County; and

WHEREAS, the County Administrator, under the authority granted to him by Resolution No. R-1-97 has the authority to appoint office holders employed by Unified Government; and

WHEREAS, Eugene Bryan, Jr., CKA, who was appointed to serve as County Appraiser has announced his retirement effective December 16, 2015 thereby creating a vacancy in the position; and

WHEREAS, K.S.A. 19-430 requires that the appointment of the County Appraiser be adopted, ratified and approved by a Resolution of the County Commission; and

WHEREAS, in the case of a vacancy, K.S.A. 19-430 allows for the appointment of an interim county appraiser, subject to the approval of the director of property valuation, for a period not to exceed six (6) months.

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

1. Katherine Briney, RMA, who currently serves as the Deputy County Appraiser, is hereby appointed Interim County Appraiser for the Unified Government of Wyandotte County/Kansas City, Kansas, effective December 17, 2015, and subject to the approval of the director of property valuation.

2. Katherine Briney's appointment shall remain in effect for a period not to exceed six (6) months from the effective date of this resolution, or until the appointment of a county appraiser for a term pursuant to K.S.A. 19-430, whichever occurs first.

3. Katherine Briney's employment is subject to the provisions of the Unified Government Human Resources Guide

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF DECEMBER, 2015.

Bridgette Cobbins
Unified Government Clerk

Kenneth J. Moore
Chief Counsel



Staff Request for Commission Action

Tracking No. 15294

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

Date of Standing Committee Action: NA
(If none, please explain):

Publication Required: No

<u>Date:</u> 12/07/2015	<u>Contact Name:</u> Joe Connor, Assistant County Administrator	<u>Contact Phone:</u> x6724	<u>Contact Email:</u> jconnor@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) between the Unified Government and the Fraternal Order of Police (FOP) 4.

Action Requested:

Adopt Resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Letter, MOU

**LETTER OF UNDERSTANDING
2014-2015**

This Memorandum of Understanding is entered into on this ____ day of December, 2015, between the Unified Government of Wyandotte County / Kansas City, Kansas (hereinafter “Unified Government”) and the Fraternal Order of Police, Lodge No. 4.

WHEREAS, the parties have engaged in meet and confer proceedings relating to conditions of employment for the calendar years 2014 and 2015 as required by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq., and have agreed to the terms of this letter of understanding, the terms of which are described herein;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and undertakings set out below, the parties agree as follows:

1. The terms and conditions stated within the Memorandum of Understanding covering January 1, 2013 – December 31, 2013 attached hereto as Exhibit 1 are hereby adopted and mutually agreed to be applicable for the additional term of January 1, 2014 – December 31, 2015.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT AND THE LODGE have
hereunto set their hands this _____ day of _____, 2015.

FOR THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY AND
KANSAS CITY, KANSAS

FOR THE FRATERNAL ORDER
OF POLICE, LODGE #4

DOUG BACH,
COUNTY ADMINISTRATOR

PRESIDENT

TERRY ZEIGLER,
CHIEF OF POLICE

MEMORANDUM OF UNDERSTANDING

Between

The Unified Government of
Wyandotte County and Kansas City, Kansas

and

Fraternal Order of Police, Lodge #4
of Kansas City, Kansas

2016-2017

**Memorandum of Understanding
Table of Contents**

	<u>Page</u>
Article 1: Recognition	1
Article 2: Lodge Status & Rights	2
2.1: Right of Organization	2
2.2: Right of Representation	2
2.3: Dues Deduction	2
2.4: F.O.P. Days	3
2.5: Lodge Business	4
2.6: Lodge Meetings	5
2.7 Bulletin Board & Inter-Office Mail	6
2.8: Negotiators Pay	7
Article 3: Lodge Cooperation Management Rights	7
3.1: Lodge Cooperation	7
3.2: Management Rights	8
Article 4: Non Discrimination	10
Article 5: Probationary Officers	10
Article 6: Seniority	11
6.1: General	11
6.2: Reduction in Force	11
6.3: Seniority Sergeants & Detectives	12
6.4: Seniority Roster	12
Article 7: Hours of Work	13
7.1: General	13
7.2 Criminal Investigations Bureau	13
7.3: Shift Assignments	13
7.4: Community Oriented Policing Unit	14
7.5: Meal Period & Coffee Breaks	14
Article 8: Work Assignments	14
8.0: General	14
a) Absentee Bid – Failure to Bid	15
b) Spousal Supervision	15
8.1: Annual Bid for Bureau of Operations	15
a) Bidding Procedure	15
b) Absentee Bid – Failure to Bid	16
8.2: Extra Relief Positions	17

a) Assignments.....	17
b) Filling Injured on Duty Vacancies.....	17
8.3: Bidding and/or Assignments for Vacancies (other than annual bid)	18
a) Bureau of Operations	18
b) Qualified Bid Procedure	19
c) Positions Filled at the Discretion of Chief of Police	21
d) Criminal Investigations Bureau	22
1. Permanent Vacancies	22
2. Metro Squad Assignments	23
3. Internal Affairs Unit of the Staff Support Division	23
e) Specialized Units	24
1. Vacancies	24
2. New Positions	24
3. Tactical Unit.....	24
4. Motorcycle Unit.....	25
5. Bidding Work Assignments – CSI.....	25
8.4: Police Training Officers.....	25
8.5: Bumping	26
8.6: Assignment Out of Rank.....	26
a) Acting Sergeant.....	27
b) Acting Detective	27
c) Acting Captain	28
d) Procedure	29
Article 9: Transfers	29
9.1: Personal Requests	29
9.2: Departmental Transfers.....	30
Article 10: Job Classifications	31
10.1: General.....	31
10.2: Job Classifications	32
a) Sergeant	32
b) Detective.....	32
c) Patrolmen	33
10.3: Sergeant – bidding Between Bureaus	33
10.4: Non-Sworn Personnel	33
10.5: Prerequisite Promotion to Sergeant & Detective.....	33
10.6: Prerequisite Promotion to Captain.....	34
Article 11: Promotions.....	34
11.1: Merit Promotion Qualification.....	34
a) Written Examinations	34
b) Interviews	35
c) Law Enforcement Examining Board	37
d) Supervisor’s Evaluation.....	38
e) Officers on Military Leave	38

11.2: Promotion Eligibility List	38
11.3: Promotion – Probationary Period	40
Article 12: Joint Standing Committees	41
12.1: Accident Review Board.....	41
12.2: Joint Equipment & Uniform Committee	43
Article 13: Internal Investigation Procedures	43
13.1: General.....	43
13.2: Administrative Investigations Procedure.....	44
13.3: Criminal Investigations Procedure.....	48
13.4: Interrogation of Lodge Representatives.....	50
13.5: False Complaints.....	50
13.6: Officer’s Privacy.....	50
13.7: Polygraph Examination/Computerized Voice Stress Analysis.....	51
13.8: Internal Affairs Forms; Appendix.....	51
13.9: Officer Involved Critical Accident Team (OICIT) Investigations	52
13.10: Preparation of Written Administrative Statements	52
Article 14: Discipline.....	53
Article 15: Grievance Procedure	54
Article 16: Steward’s Responsibilities.....	61
Article 17: Strikes & Lockouts	62
Article 18: Vacations.....	62
18.1: General.....	62
18.2: Scheduling	63
18.3: Exception	64
18.4: Pro-Rata Vacation.....	64
18.5: Vacation Buy-Out.....	65
18.6: Cadet Time.....	65
Article 19: Retirement & Pension Fund	65
Article 20: Professional Courses.....	65
20.1: Notification & Eligibility.....	65
20.2: Classification of Courses	66
Article 21: Leaves of Absence	67
21.1: Leaves of Absence	67
21.2: General Leaves of Absence	67
21.3: Educational Leaves	68
21.4: Personal Leave.....	68

21.5: Maternity Leave.....	69
21.6 Military Leave.....	69
21.7: Injury Leave.....	69
21.8: Funeral Leave	72
21.9: Sick Leave.....	73
Article 22: Compensation.....	78
22.1: Salary	78
22.2. Step Grades	78
22.3: Special Duty Pay.....	79
22.4: Direct Deposit	79
22.5: Longevity	80
22.6: College Incentive	80
22.7: Tuition Assistance.....	81
Article 23: Overtime Payment	81
23.1: Overtime Rate and Scheduling	81
23.2: Unfilled Overtime Positions	82
23.3: Overtime for Call Back.....	82
23.4: Overtime Within the Criminal Investigations Bureau	83
23.5: Overtime for Officers Assigned to COPPS, Vice, Narcotics, and SROs	84
23.6: Overtime for Report Desk Personnel.....	84
Article 24: Court Time	85
Article 25: Clothing – Uniform Allowance	85
Article 26: Holidays	86
Article 27: Insurance Coverage	87
Article 28: Miscellaneous Provisions.....	88
28.1: Off Duty Responsibilities	88
28.2: Civil Suits	89
28.3: Contagious Diseases – Medical Expenses for Officer’s Family.....	89
28.4: Burial Expenses	89
28.5: Officer’s Rights.....	89
28.6: Police Range	90
28.7: Bilingual Officers	90
Article 29: Safety & Health	92
29.1: Alcohol & Drug Free Workplace.....	92
29.2: Smoke Free Workplace.....	93
29.3: Physical Fitness	93
29.4: Americans With Disabilities Act	93

29.5: Police Firing Range/Lead Contamination.....	93
Article 30: Entire Memorandum of Understanding	94
Article 31: Savings Clause.....	95
Article 32: Duration	95

DEFINITIONS

COMMANDER: Commanding officer of the police Department (Captains and above)

BUREAU: Major division within the Police Department

CHIEF: The Chief of Police

UNIFIED GOVERNMENT (UG): The Unified Government of Wyandotte County /Kansas City, Kansas

DEPARTMENT: The Kansas City, Kansas Police Department

DIVISION: Sub-section of a bureau or the Chief's office

F.O.P.: Fraternal Order of Police, Lodge #4

GENDER: The male shall include the female and the female shall include the male

IMMEDIATE SUPERVISOR: The person directly above the employee in rank

LODGE: Fraternal Order of Police, Lodge #4

MEMORANDUM: The Memorandum of Understanding

OFFICER or EMPLOYEE: A sworn Police Officer of the Kansas City, Kansas Police Department within the bargaining unit

SPECIALIZED UNIT: (Subject to modification by addition or deletion by the Department)

- (a) S.C.O.R.E Unit
- (b) C.S.I. (Crime Scene Investigations Unit)
- (c) Training Unit
- (d) Motorcycle Unit
- (e) K-9 Unit
- (f) School Resource Officer (S.R.O.)

MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties hereto desire to maintain a harmonious relationship, to advance mutual interest in the preservation of public safety, law and order; to promote standards and conditions of employment for police officers of the City of Kansas City, Kansas; to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS, AND THE LODGE HEREBY AGREE AS FOLLOWS:

ARTICLE 1: RECOGNITION

The Unified Government of Wyandotte County / Kansas City, Kansas (hereinafter the "Unified Government") and the Kansas City, Kansas Police Department (hereinafter the "Department") recognize and acknowledge the Fraternal Order of Police, Lodge #4 (hereinafter the "Lodge") as the exclusive bargaining representative for all patrol officers, Detectives and Sergeants employed by the Department for the purpose of negotiating collectively with the Unified Government and Department pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to conditions of employment, as defined by the Act. The recognition herein afforded extends only to those classifications of officers who are in the bargaining unit for which the Lodge received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Determination Case UDC _

69175. Excluded from the representation herein afforded are all non-sworn personnel of the Department, all confidential and supervisory officers, and all officers of the rank of Captain and above. However, nothing in this Article shall preclude any officer or individual excluded from the bargaining unit from becoming or remaining a member of the Lodge.

ARTICLE 2: LODGE STATUS AND RIGHTS

Section 2.1 Right of Organization

Officers shall have the right to join and participate in the Lodge.

Section 2.2 Right of Representation

Officers shall have the right to be represented by the Lodge to negotiate collectively with the Unified Government, in the determination of their conditions of employment, and the administration of grievances for the purpose of administering this Memorandum.

Section 2.3 Dues Deduction

The Unified Government agrees to deduct dues from the wages of employees in the bargaining unit who voluntarily provide the Unified Government with a written authorization which shall be terminable at the end of any year of its life by the employee giving at least thirty (30) days written notice of such termination; otherwise, the authorization will automatically renew for another year. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such calendar month shall nevertheless be made from the first wages exceeding \$100.00 next due the employee and will thereupon be transmitted to the Lodge. The Unified Government will be afforded a thirty (30) day written advance notice of any dues increase before it is obligated to deduct said dues

increase.

Section 2.4 F.O.P. Days

Bargaining unit members designated by the F.O.P. may be entitled, in accordance with the provisions herein stated, to draw upon a bank of one hundred seventy (170) work days, with pay, for the purpose of conducting business of the Lodge and/or police association business of members of the bargaining unit.

The bargaining unit business referenced herein includes, but is not limited to, state and national conferences of the Fraternal Order of Police organization, or to attend educational conferences in which the F.O.P. or bargaining unit members participate or sponsor, or civic events in which the F.O.P. or bargaining unit members participate or sponsor.

Included within the events covered by this section are any days where officers are released to be engaged in the following:

1. State F.O.P. Convention
2. Local representation at State F.O.P. Board Meetings
3. Local representation at National F.O.P. Convention
4. Local representation at educational conferences
5. Fundraisers
6. Young Hunters Safety Clinic
7. State Legislative Committee
8. Youth Camp
9. Special Olympics

10. F.O.P. Pro Rodeo

11. Activities of minority Police Officers Associations

This list is not exhaustive of all items covered by this section.

The Lodge, when possible, shall notify the Chief in January of each year covered by this Memorandum of the activities for which the Lodge on behalf of bargaining unit members will be requesting released time hereunder. All such leaves are subject to approval of the Chief. If as a result of these leaves a shortage of manpower exists then the Department shall have the right to cancel such leaves. The Lodge will notify the Chief of such requests at least thirty (30) days in advance of the leave days requested.

Once the bank of one hundred seventy (170) days is exhausted, no further leaves may be granted under this section. The lodge shall be permitted to carry over up to ten (10) F.O.P. days from one calendar year to the next year. The carryover F.O.P. days must be used during the subsequent year and the lodge shall draw upon those carry-over F.O.P. days before drawing upon the newly allotted days.

Section 2.5 Lodge Business

The Unified Government agrees that the President, Vice-President, Secretary, Treasurer and Chief Lodge Steward of the Lodge may conduct authorized Lodge business during regular working hours at the Unified Government Office Building or elsewhere as necessary. If any lodge position listed herein is held by a retired member of the lodge, the lodge president, upon notification to the department, shall be allowed to designate another fop executive board member, not listed herein, to participate in contract negotiations during regular working hours.

Prior to engaging in Lodge business at locations other than Department facilities, the Lodge representatives shall provide written notice to the Chief, via e-mail, with a copy to such Lodge representative's immediate supervisor, that they are engaging in Lodge business, and the Chief shall provide consent to such requests as soon as possible thereafter. Consent shall not be unreasonably withheld. The President and Chief Lodge Steward shall be assigned a daylight tour of duty, with weekends off, unless mutually agreed to otherwise. The Lodge shall notify the Department within ten (10) days of an election which results in any changes to the Lodge leadership. The Department shall have thirty (30) days from the date of the notification to change the assignments of the President and Chief Lodge Steward. The Chief will give consideration to the FOP duties of the President and Chief Lodge Steward in determining their appropriate assignments.

Section 2.6 Lodge Meetings

The President, Vice-President, Second Vice-President, Secretary, Treasurer, Sgt. At Arms, three (3) trustees and Chief Lodge Steward of the Union shall be allowed reasonable time to attend not to exceed one (1) regular meeting and one (1) special meeting per month of the local Union. Afternoon shift stewards may be allowed reasonable time to attend, manpower permitting, one (1) regular meeting per month, with consent of their Commander. If the steward is not available to attend the meeting then the alternate shift steward shall be sent in his place. The Chief shall be given written notice at least seven (7) calendar days in advance of such regular meetings and shall be given written notice and must consent to these Union officers being granted time off for any special meetings.

Section 2.7 Bulletin Board & Inter-Office Mail

(a) The Lodge shall have the privilege of the use of designated bulletin boards for the purpose of posting of notices of its legitimate activities. All notices so posted shall contain a letterhead which clearly indicates that the notice relates to activities of the Lodge and shall be dated and signed by an officer of said Lodge and submitted to the office of the Chief of Police prior to its posting. If the Chief believes any posting to be inappropriate he may communicate same to the FOP President/Chief Lodge Steward, who shall then take the appropriate action. It shall be the responsibility of the Lodge to remove notices which are outdated, unauthorized or inappropriate.

(b) The Lodge shall have the privilege of the reasonable use of the existing inter-office mail service for transmittal of communications for the official business of the Lodge to its members, as allowable by law. The use of said system shall be limited to communications within the Unified Government Office Building itself and to outlying divisions of the Police Department. Said communications shall be limited to an amount of correspondence to each member of the Lodge not to exceed five (5) separate mailings per month. The correspondence shall contain the same letterhead and signature and submittal required in the preceding subsection. The Lodge will not use, nor permit to be used, the Department's and/or Unified Government's, office machines, computers, copiers or supplies for communications, correspondence, or any other Lodge business without approval from the Chief of police, his designate or in accordance with Department policy.

(c) The Lodge shall have access to and use of the inter-department email system for

purposes of communicating with members regarding upcoming Lodge events, meetings and/or elections of Lodge officers. The Lodge emails shall be sent by the President, Secretary or Chief Lodge Steward. Emails shall be restricted to preclude the recipients from replying to the original communication. The emails shall be in good taste. If the Chief believes that such emails are inappropriate, he shall inform the Lodge President or Chief Lodge Steward, and they shall take appropriate action to rectify the situation. If such inappropriate e-mails persist after being brought to the attention of the FOP the privilege of e-mail communication may be discontinued for a one year period of time.

Section 2.8 Negotiators Pay

The Unified Government will not allow Lodge members time off with pay for purposes of engaging in collective bargaining sessions with the Unified Government except when the Lodge negotiators request to use their accumulated vacation time, compensatory time or regular overtime days for these purposes or as provided in Section 2.5 herein. Additional Lodge negotiators may also use FOP days to attend negotiations.

ARTICLE 3: LODGE COOPERATION MANAGEMENT RIGHTS

Section 3.1 Lodge Cooperation

The Lodge and the Unified Government have entered into this Memorandum for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and to promote harmony and efficiency and to the end that the police officers and the Unified Government and the general public may mutually benefit. Consistent with this general purpose, the Lodge recognizes that an obligation rests upon each officer to render honest,

efficient and courteous service to the Unified Government and its citizens. The Lodge agrees to cooperate with the Unified Government in its efforts to strengthen the good will between the Police Department and the general public.

The Lodge recognizes the need for improved methods in providing police services to the citizens of the City/County under the jurisdiction of the Unified Government and agrees to cooperate with the Unified Government and Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity for such changes and improvements. The Lodge, the Unified Government, and the Department recognize that the philosophy of community policing problem solving benefits the entire community.

Section 3.2 Management Rights

By entering into this Memorandum, the Unified Government has agreed to certain specific limitations on its right to manage the Police Department and direct the personnel. However, it is the intention of the parties hereto that the Unified Government retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon. The Unified Government has, by certain specific articles of this Memorandum, relinquished a portion of its exclusive management rights and it is understood that those articles shall supersede the reservation of rights to the extent of the Article in conflict.

The exclusive rights of the Unified Government which are not abridged other than by this Memorandum shall include, but are not limited to, its right to determine the existence or

nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by sworn police officers; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; to lay off officers; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the methods, means and personnel by which operations are to be carried on; to unilaterally develop Standard Operating Procedures, General and Special Orders and Rules and Regulations not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming; and all other prerogatives and responsibilities normally inherent in management of the Unified Government or Police Department which are not in conflict with the specific provisions of this Memorandum. All management rights, power, authority and functions other than those relinquished by the Unified Government in this Memorandum shall remain vested exclusively in the Unified Government.

Neither the Unified Government nor the Lodge through their officers, members,

representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

ARTICLE 4: NON DISCRIMINATION

The Unified Government and Lodge agree that they shall not directly or indirectly discourage or deprive or coerce any officer in the enjoyment of any rights conferred by the laws of the State of Kansas or the United States; that the Unified Government shall not discriminate against any officer with respect to hours, wages or any other term or condition of employment by reason of his membership in the Lodge or his participation in any of its activities, collective negotiations with the Unified Government or his institution of any grievances, complaints or proceedings under this Memorandum with respect to any terms or conditions of employment; and that the Unified Government and Lodge will fully comply with applicable laws and regulations regarding discrimination against any employee due to such person's race, color, creed, religion, national origin, sex, age or disability.

ARTICLE 5: PROBATIONARY OFFICERS

New officers shall be considered Probationary Officers until six (6) months after they have been released from the F.T.O. program. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days per year shall not be counted as part of such probationary period. Probationary-Officers may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum; however, they shall have the right to appeal a discharge to the Chief or his designee whose decision shall be final and binding.

Probationary Officers shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the officers' seniority date will be measured from their date of hire as provided in Article 6.

ARTICLE 6: SENIORITY

Section 6.1 General

Seniority shall be measured by continuous service as a sworn police officer in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence of not to exceed ninety (90) days, and lay-off not in excess of three (3) years. Seniority shall be broken by discharge, resignation, retirement, lay-off in excess of three (3) years, permanent disability, or suspensions of four (4) months or more or leaves of absence of ninety (90) days or more. Provided that, in the case of break in seniority caused by suspensions of four (4) months or more, or leaves of ninety (90) days or more, seniority shall be reduced only by the length of the suspension or the number of days in excess of ninety (90) days for leaves of absence. In cases of disputes concerning seniority the Department's records shall govern. The seniority of officers hired after January 1, 1975, who graduated in the same Police Academy class and have the same date of hire, shall be established by the individual officer's class rank in his graduating class.

Section 6.2 Reduction in Force

In the event of a reduction in force, seniority will be the determining factor in selecting the officers to be laid off. Officers will be recalled to duty in reverse order of their layoff.

Section 6.3 Seniority Sergeants and Detectives

A Detective or Sergeant promoted out of the bargaining unit will retain his full seniority rights upon return to the unit, if such return occurs within six (6) months. If the officer returns to the unit more than six (6) months and less than two (2) years after his withdrawal, he shall be credited with seniority only for the time actually served in bargaining unit classifications. In the event an officer remains out of the bargaining unit for a period of more than two (2) years, he shall forfeit his seniority. If a Captain is reduced to his previous rank, he shall commence earning "time in grade" seniority from the date he last assumed the duties of that previous rank. Seniority for Sergeants and Detectives shall be measured by time in grade. For promotions occurring on or before January 1, 2016, if time in grade is equal, continuous service shall control; and, if continuous service is equal, ranking on the applicable eligibility list, from which they were promoted, will control. For promotions occurring after January 1, 2016, if time in grade is equal, ranking on the applicable eligibility list from which they were promoted will control.

Section 6.4 Seniority Roster

The Lodge will be provided with an up-to-date seniority roster containing names, length of service (time in grade for Sergeants and Detectives), and rank of each officer represented by the Lodge. This seniority roster will be provided to the Lodge and will be posted not later than fifteen (15) calendar days prior to the opening of the annual bid period in December. In the event an officer believes an error has been made as to his position on the seniority roster, he shall have ten (10) calendar days after the roster is posted to file his protest, in writing, with the

Chief through the Lodge.

ARTICLE 7: HOURS OF WORK

Section 7.1 General

The work week shall extend from 0001hours Thursday to 2359 hours the following Wednesday. The standard work day shall be eight and one-fourth (8-1/4) hours of work per day; the standard work week shall be forty-one and one-fourth (41 1/4) hours of work per week. Normally, each employee's assignment will consist of five (5) consecutive days of work with two (2) consecutive days off, except when an officer bids and changes positions. Relief personnel will work the hours and days assigned, in accordance with §8.3.

The pay period shall be Thursday to Wednesday.

Section 7.2 Criminal Investigations Bureau

The normal work week in the Criminal Investigations Bureau shall consist of five (5) consecutive days of work with two (2) consecutive days off during the work week; however, it is recognized that certain personnel within the Criminal Investigations Division will necessarily be required at periodic intervals to work more days than specified herein.

Section 7.3 Shift Assignments

There may be three basic work shifts within the Bureau of Operations and Crime Scene Investigations Unit. There may also be a flexible umbrella shift in the Bureau of Operations and Identification Unit. The hours for these basic shifts shall be established by the Department. The Lodge shall be notified in advance of modification to these hours. The work shift for officers shall begin fifteen (15) minutes before their scheduled tour of duty. This time

shall be considered part of the normal work day and not subject to overtime compensation. The Department and the Lodge agree to meet jointly and confer, during the term of this Memorandum, for the purpose of exploring alternative work schedules to those schedules already outlined in Article 7.

Section 7.4 Community Oriented Policing Unit

Community police officers' work hours shall normally be in accordance with Section 7.1. At the officer's discretion, and with unit supervisory approval, for the purposes of fulfilling the objectives of Community Oriented Policing, the officer may split his eight and one-quarter (8-1/4) hour work day. If the work day is split, one hour of travel time shall be granted to the officer as part of the eight and one-quarter (8-1/4) hour work day.

Section 7.5 Meal Period and Coffee Breaks

Each officer shall be allowed a thirty (30) minute meal period per tour of duty. Such meal periods shall be taken between the second and seventh hours of such tour except under extenuating circumstances and with permission of the officer's field supervisor. An officer will be subject only to priority calls during his meal period. Officers will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

ARTICLE 8: WORK ASSIGNMENTS

8.0 General:

The Department will use consistent methods and procedures when implementing the provisions of Article 8.

a.) Absentee Bid – Failure to Bid

In the event an officer is going to be absent during the entire period that a job is posted for bid, or call for resume and qualified bid, the officer shall have the opportunity to submit a request to fill the bid, call for resume, or qualified bid by proxy. The proxy shall be signed by the officer. One copy of the proxy request shall be given to the President of the Lodge or his designee, who shall exercise it and one copy to the Chief. The officer who makes such a proxy request must fulfill the selection provisions of the bid that other officers are required to fulfill.

b.) Spousal Supervision

The Department and the Lodge recognize the unique nature of marriage, the marriage contract and spousal privilege. Therefore, spouses may not directly supervise spouses. The subordinate officer spouse must select a position that is not supervised directly by the supervising or commanding officer spouse. The parties agree that the language contained in this paragraph shall not be applicable to the Acting Sergeant provisions in Section 8.6(a). In the event that a bargaining unit member is made Acting Sergeant during a shift in which his/her spouse is also working, that member will recuse himself/herself from directly supervising him/her on any incidents which may occur. In those instances, the Acting Sergeant will call upon another supervisor to direct the activities of the affected spouse.

Section 8.1 Annual Bid for Bureau of Operations

a) Bidding Procedure

Officers assigned to the Bureau of Operations shall be assigned annually to their respective shifts and stations by the Bureau Director on a bid basis in accordance with seniority. Bidding for shift, station assignments and days off in the Bureau of Operations shall occur annually in December of each year. Probationary Officers shall have no seniority and

may be assigned at the discretion of the Bureau Director.

Bidding shall begin by December 15 and shall be made at the designated place between the hours of 0700 and 1700. Officers shall be assigned a time at which to bid in accordance with their seniority. Once an officer has submitted his bid, he shall immediately leave the bidding area. The result of the bidding shall become effective the beginning of the first pay period in January. If, after the date of the annual bid, and before the effective date of the annual bid, an officer's active status changes to injured on duty, as described in Section 21.7 (Injury Leave) of the Memorandum of Understanding, that officer shall have ninety (90) days from the effective date of the annual bid to fill the annual bid position. If any such affected officers fail to fill the bid position within ninety (90) days, the position shall be considered vacant and shall be re-bid within ten (10) days thereafter. The affected officer will be ineligible to bid until a release from full duty is submitted from the treating physician. Any other officer who is incapable of fulfilling the position which he has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be re-bid within ten (10) calendar days. That forfeiting officer shall be assigned at the discretion of the Bureau Director. That forfeiting officer cannot re-bid this vacant position until the position has been filled and becomes open and is posted for bid again.

No officer shall be required to work two consecutive shifts as a result of the annual bid. Officers affected by this circumstance may use an accrued vacation, holiday or compensatory time for the first shift of the new bid if so desired.

b) Absentee Bid – Failure to Bid

In the event an officer is going to be absent during the period he is assigned to bid he shall have an opportunity to exercise his bid rights by proxy in accordance with Article 8.0 (a).

The proxy shall be signed by the officer and specify four (4) alternative bid choices. If the absent officer is unable to obtain a bid position with any of his alternate choices, then he shall be assigned to an unbid position by the Bureau Director.

Officers who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. These officers may be assigned to any unbid position by the Bureau Director.

All bids shall be tabulated and certified by the Bureau Director or his designee and the Lodge President or his designee.

Section 8.2 Extra Relief Positions

a) Assignments

Officers bidding extra relief assignment shall bid for shifts, days off and primary station assignment. However, officers filling extra relief positions may be temporarily transferred between stations at the discretion of the Department.

Additional extra relief positions shall be put up for bid if the open position is to be filled.

b) Filling Injured on Duty Vacancies

Vacancies created by an officer on injury leave will be offered to the extra relief officers on the same shift according to seniority. If the vacancy is not then filled, the Department may then assign an extra relief officer in reverse order of seniority. Provided, that extra relief officers, who fill vacancies created by an officer's having been injured on duty, may not remain in such positions for more than six (6) months. At the end of such temporary replacement period, the extra relief officer involved shall be allowed to return to his bid position.

Section 8.3 Bidding and/or Assignment for Vacancies (other than annual bid).

a) Bureau of Operations

1. Permanent bid vacancies which exceed sixty (60) days, regardless of the cause of such vacancy (other than injury leave under section 21.7) shall be filled on a bid basis and must be posted for at least ten (10) calendar days prior to the expiration of the sixty (60) day period. Using Department e-mail, the Department shall notify successful bidders on the day the bid closes. The position must be filled no less than seven (7) calendar days and no more than twenty (20) calendar days from the date the bid closes. Provided that vacancies created by an officer being injured on duty shall not be subject to bid for six (6) months from the date of injury. Provided further, that probationary officers can be placed at the discretion of the Bureau Director. Positions which did not exist at the last annual bid and are being filled by probationary officers are not required to be posted for bid.

2. Officers in the Bureau of Operations entitled to bid shall have the right to successfully bid for vacancies not more than two (2) times in any calendar year, excluding the annual bid, call for resume and qualified bid positions; provided, that, upon an officer's successful bid for a vacancy, other than the annual bid, he shall be required to serve a minimum period of three (3) months in that position before he may bid for another new or vacant position in a patrol station within the Bureau of Operations.

3. If an officer is incapable of fulfilling the new or vacant position which he has successfully bid, within ten (10) calendar days of its effective date, then the position

shall be considered vacant and shall be re-bid. The forfeiting officer shall then be prohibited from rebidding that particular position until said position has been filled and becomes open for bid again.

4. The assignment of officers to fill vacancies of a duration of less than sixty (60) days shall be at the discretion of the Director of Operations.

b) Qualified Bid Procedure

1. Vacancies which exceed sixty (60) days, regardless of the cause of such vacancy (other than injury leave under section 21.7) must be posted, commencing no later than the expiration of the sixty (60) day period, and must be posted for at least ten (10) calendar days. The positions must be awarded, no more than thirty (30) calendar days from the date of the posted deadline. If an officer is incapable of fulfilling the new or vacant position, which he has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be filled by another officer from the same bid.

(A) When vacancies occur or new positions are created in Community Policing, Traffic Support Unit, School Resource and Dare, Homicide, Child Abuse, Crime Analysis, Property/Logistics Unit, Threat Assessment Unit, Vice/Narcotics Unit or any Specialized Unit, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail and the Department will also post a copy of the notice on appropriate bulletin boards in all divisions. Specific training courses shall not be made prerequisites for filling any unit entry level bid vacancies. Successful bidders in the Threat Assessment Unit must have the approval of any outside agency / task force with whom they will be working.

(B) The posting of the new or vacant position in the units listed above in section 8.3(b)(1)(A) shall:

1. Identify the vacant or new position by name and the rank of the position;
2. List the days off for the position;
3. Identify the Unit where the position is located;
4. Identify the hours of work for the position;
5. Identify the date on which the applications for the position must be received and to whom the application should be delivered;
6. Reference the specific Standard Operating Procedure containing the specific job description for the vacant or newly created position;
7. Provide the entry qualifications for the position; and,
8. List the following factors or circumstances which disqualify an officer from bidding the position. An officer will be disqualified:
 - a. If the officer has had eight (8) or more sick leave occurrences within the twelve (12) month period prior to the bid being posted;
 - b. If the officer has had two (2) or more negligent accidents within the twelve (12) month period prior to the bid being posted;
 - c. If the officer has had two (2) or more major violations within the twelve (12) month period prior to the bid being posted;
 - d. If the officer has had two (2) or more founded internal investigations within the twelve (12) month period prior to the

bid being posted; or,

e. If the officer has received or accumulated major discipline of thirty (30) days or longer within the twelve (12) month period prior to the bid being posted.

(C) Officers shall submit their bid to the Chief of Police or his designee within the time prescribed in the bid position posting. Once the deadline has passed, the Chief of Police or his designee shall review the bids and determine if any or all applicants meet the entry qualifications or are disqualified from the position. If after such review, more than one bidder remains eligible for the position, the position shall be awarded to the senior bidder. If the need arises to change the entry qualifications, the Department shall notify the Lodge, in writing, and articulate the reasons necessitating such a change. The Department's obligation to notify the Lodge of a change in the entry qualifications will in no way abridge its management rights set forth in Article 3.2. The parties agree that the disqualifiers for each position shall not be changed, altered or amended without the consent of both parties. The parties further agree that the hours of work and the days off in the positions in units listed in Section 8.3(b)(1)(A) may be flexed with the exception of the positions in the Property/Logistics Unit, Crime Scene Investigation, and the Training Academy, excluding the positions of Range Master and Assistant Range Master. The hours of work for Child Abuse may be flexed in accordance with Section 8.3(d)(1).

(c) Positions Filled at the Discretion of Chief of Police

1. Officers assigned to the Community Affairs, Recruitment, Planning and Research, Vice or Narcotics Unit as undercover officers, who receive special duty pay as set

forth in Article 22, and officers who are selected to participate in Task Force assignments with outside agencies, shall be selected at the discretion of the Chief of Police after posting and the submission of resumes. Any other position or vacancy for Patrol Officer, Detective or Sergeant in the Vice or Narcotics Units shall be filled by the procedure in 8.3(b)(1) with the additional stipulation that personnel who submit names for positions with an outside agency must have approval of that outside agency or task force with whom the officer will work. Whenever there is a Task Force opening, all interested officers shall be considered by the Chief.

d) Criminal Investigations Bureau (CIB)

1. Permanent Vacancies

Permanent vacancies in the Criminal Investigations Bureau, regardless of the cause of such vacancy (other than injury leave under section 21.7), shall be filled on a bid basis within a reasonable period of time after the vacancy occurs. Except as outlined in Section 8.3(b)(1)(A), positions will be awarded to qualified candidates on the basis of seniority. The successful bidder shall be required to serve a minimum period of three (3) months in that position before he may bid for another new or vacant position in the Criminal Investigations Bureau. All bid notices and qualified bids for all positions in the Criminal Investigations Bureau shall list the shift and regular days off for each position. Shifts are subject to change on a temporary basis as operations dictate. Days off and hours of work for Homicide Detectives may be changed at the discretion of the Bureau Commander. When the Bureau Commander determines that the need for the change no longer exists, the Homicide Detectives shall be returned to their regular shift and days off.

2. Metro Squad Assignments

Detectives may be assigned to investigator positions on the Metro Squad by seniority on a rotating basis within their unit in the CIB. No Metro Squad assignments may cause a shortage of manpower within any CIB units which within the Bureau Commander's opinion renders that unit unable to perform its regular duties and the Bureau Commander may alter such assignments to protect against such occurrences. Metro Squad "Report" and "Lead" officer assignments are excluded from these assignment provisions as well as homicide officers.

3. Internal Affairs Unit of the Staff Support Division

New or vacant Detective positions in the Internal Affairs Unit shall be filled by initially allowing all Detectives to respond to a call-for-resume posting. After review of the resumes submitted, the Department will select a suitable Detective from those Detectives who submitted resumes. If, at the Department's discretion, no satisfactory Detective has been identified at this point the Department can select and fill the position with any Detective, who has not yet reached the rank of Master Detective. Detectives who are selected to work in Internal Affairs must remain there for twenty-four (24) months, even if during this period they have reached the rank of Master Detective. If, at the end of twenty-four (24) months, the Department and the Detective both agree, the assignment may be extended in twelve (12) month increments up to a maximum of forty-eight (48) months. Upon completion of their tour of duty in the Internal Affairs Unit, Detectives shall have the right to bump into any position in the Criminal Investigations Bureau their seniority will allow them to hold, except for the Homicide and Child Abuse Units. When a vacancy occurs in the Homicide Unit or any newly

created Detective positions, any Detective assigned to the Internal Affairs Unit may submit a bid, or qualified bid for that position. Detectives assigned to Internal Affairs shall receive special duty pay as outlined in Article 22.

e) Specialized Units

1. Vacancies

Permanent vacancies or temporary vacancies, regardless of the cause of such vacancy (other than injury leave under section 21.7), known to exceed sixty (60) days at the time they occur shall be filled on a bid basis in accordance with the procedure outlined in Section 8.3(b)(1). Specific training courses shall not be made prerequisites for filling any unit entry level bid vacancies. Only officers who have achieved the status of Patrolman First Class may bid a position in a specialized unit. An officer who successfully bids a position in a specialized unit shall be required to remain in that position and shall not have the right to bid upon another position for a period of Eighteen (18) months from the date he is notified that he is the successful bidder, subject to the provisions of Article 9.2 of the Memorandum of Understanding. The foregoing provision requiring an officer to remain in a position for eighteen (18) months shall not preclude the Department from exercising its management right to abolish such position.

Bidding for positions in the specialized unit will be done only when a vacancy occurs.

2. New Positions

Bidding for new positions in any specialized unit will be done in accordance with the procedure outlined in Section 8.3(b)(1).

3. Tactical Unit

Bidding for a new or vacant position in the Tactical Unit will be done in accordance

with the procedure outlined in Section 8.3(b)(1). Any officer filling a position within the Tactical Unit will be required to maintain physical fitness and training requirements for members of the unit in accordance with applicable Department policy and such requirements will be part of the selection process for assignment to this unit. Successful bidders in the Tactical Unit must have the approval of any outside agency / task force that they will be working with.

4. Motorcycle Unit

Bidding for a new or vacant position in the Motorcycle Unit will be done in accordance with the procedure outlined in Section 8.3(b)(1).

5. Bidding Work Assignments - Crime Scene Investigation Unit

Bidding for a new or vacant position in the Crime Scene Investigation Unit (CSI) will be done in accordance with the procedure outlined in Section 8.3(b)(1). An officer assigned to CSI may not exercise his seniority for callouts until he has received a certification and/or a rating of proficient or better on an evaluation in the areas of fingerprinting, blood spatter, trace evidence and forensic photography. The officer must be given such evaluation within ten (10) days of submission of a request for an evaluation, absent exigent circumstances. Any subsequent request for evaluation will be limited to one (1) evaluation every ninety (90) days.

Section 8.4 Police Training Officers

Officers may be selected to serve as Police Training Officers (PTO's) by the Chief of Police. PTO's selected and assigned to train recruits shall receive monthly special duty pay as outlined in Article 22 for the full year. Once selected, PTOs shall remain in their position until they express a desire to leave the position or the Department removes them from the position for cause. PTO's may also be selected and assigned by the Chief to train newly promoted

sergeants and detectives. PTO's assigned to train sergeants and detectives shall receive an additional \$4.00 per hour as special duty pay for time during which such PTO's are actively engaged in training. PTO's however shall not receive special duty pay for any time associated with providing instruction at the police academy. These officers shall be trained and properly certified by the Department and shall be assigned to their duties of recruit training, academy instruction and other assigned duties at the direction of the Chief. Seniority of the PTO's shall not be a consideration in assigning recruits or other duties but their assignments shall be determined solely at the discretion of the Department.

Section 8.5 Bumping

Officers of each of the following two (2) categories will be allowed to exercise their seniority by bumping into another filled or unfilled bid position:

- 1) Officers, whose jobs were abolished by the Department between annual bid periods; and
- 2) Officers who are no longer eligible or qualified to hold the positions for which they have bid because the requirements for those positions have been changed since the last bid.

When such bumping is allowed, each officer affected by the bump also will be allowed to exercise his seniority in a like manner.

The Department, when feasible, will abolish jobs at the end of a bid period, allowing affected officers to bid in the annual bid.

Officers may not bump into specialized units, qualified bid or call-for-resume positions.

Section 8.6 Assignment Out of Rank

The Lodge recognizes the need for individual officers to perform, from time to time, the duties of officers of the next higher rank.

a) Acting Sergeant

Patrolmen on each shift may be assigned by their immediate and/or unit supervisor to temporarily perform the duties of a Sergeant, at the per diem pay of a Sergeant. Such temporary vacancies will be filled by individuals on the same station and shift, or same unit and shift, according to their relative position on the Sergeant's eligibility list. If an officer on the same shift and station, or same unit and shift is on the Sergeants' promotion eligibility list then that officer shall fill the temporary vacancy. If there is no one available on the same shift and station, or same unit and shift, who is listed on the Sergeant's eligibility list, then the Department's seniority list shall be used starting from the most senior to the least senior officer. If no one accepts the temporary assignment from the Department's list, then the least senior patrol officer on that shift, station, or unit and shift shall fill the temporary vacancy. Probationary officers are not eligible for acting Sergeant Assignment.

b) Acting Detective

Patrolmen may be temporarily assigned to the Criminal Investigations Bureau as acting Detectives. Such temporary assignments shall be filled by the individual who is highest on the Detective eligibility list, if such individual so chooses, and that individual shall receive the per diem pay of a Detective.

In the Narcotics Unit, unit patrol officers shall be assigned by their unit supervisor to temporarily perform the duties of an acting Detective in Narcotics Unit at the per diem rate of a Detective. Such temporary vacancies shall be filled by individuals in the Narcotics Unit according to their relative position on the Detectives' eligibility list. If an officer is on the Detective promotion eligibility list then that officer shall fill the temporary vacancy. If no one

is available who is listed on the Detective's eligibility list, then the Department's seniority list shall be used starting from the most senior officer to the least senior officer. If no one accepts the temporary assignment from the Department's list, then the least senior patrol officer on that shift, station, or unit shall fill the temporary vacancy. Probationary officers are not eligible for acting Detective assignment.

In the event of special investigations which require special education, training or experience, which qualifications are not held by existing Detectives or Master Detectives, then patrolmen possessing the required special qualifications may be assigned to Acting Detective positions. Such officers shall receive the per diem pay of a Detective during the time actually served.

c) Acting Captain

Detectives and Sergeants on the Captain Promotion Eligibility List shall be given an opportunity to serve as an Acting Captain, at the per diem base pay of a Captain, to fill temporary vacancies in the following manner:

Each vacancy in the Department known to be temporary at the time it occurs will be filled by the individual highest on the Captain's Eligibility List for that station and shift, or unit and shift. If there is no one available in the station and shift, or unit and shift, who is on the Captain's Eligibility List, then the Department Seniority List from that station and shift, or unit and shift, will be used. If no one on the Department Seniority List from that station and shift, or unit and shift, volunteers, then the Senior Sergeant or Detective from that station and shift, or unit and shift shall be used to fill the vacancy. For the Bureau of Operations the acting Assistant Division Commander will come from Shift 1 and the acting Division Executive

Officer will come from Shift 3. Per Diem Pay shall commence on the first day of such service following the Captain's regular days off.

d) Procedure

The following rules shall apply when determining if and how an out-of-rank assignment should be made in the four patrol stations in the Bureau of Operations:

1. Only one hard stripe or acting Sergeant or acting Captain is required for any given shift.

2. When a "hard" Captain is working, and no Sergeant is working, a Sergeant will be held over from the previous shift and a Sergeant called in early from the next shift to fill the vacancy. When a Sergeant is held over and brought in early no acting Sergeant will be made. If no hard Sergeant is available to either hold over or come in early to fill the vacant shift, an acting Sergeant will be made to cover a vacancy that cannot be filled by a hard Sergeant.

3. On a shift where two Sergeants are assigned, an acting Sergeant may be utilized, manpower permitting, to allow a Sergeant a day off on the regular day off of the other Sergeant.

ARTICLE 9: TRANSFERS

Section 9.1 Personal Requests

Any officer may request a transfer of assignment from one shift to another or one station to another. All such requests for transfer shall be in writing and served on the station or unit commander with copies to the appropriate Bureau Director and to the Lodge. Requests for

transfer shall be granted only for legitimate personal reasons or the officer's inability to adequately perform assigned duties and provided there is an open position available or another eligible qualified officer will consent to trade shift, station or assignment with the officer seeking the transfer. If the Bureau Director denies the transfer request, the officer may appeal that decision to the Chief. Officers shall not be allowed time off or be paid for the extra days worked if the transferred officer fails, as a result of the transfer, to receive the requisite two (2) days off during the work week of the transfer. No transfers between Bureaus or into Specialized Units shall be allowed under this section.

Section 9.2 Departmental Transfers

Officers may be transferred by their Bureau Director, either temporarily or for the duration of an annual bid period, to another shift or station. Such transfers shall only be for the following reasons:

- 1) Providing adequate police services;
- 2) Inability to perform assigned duties;
- 3) Inability to successfully complete training requirements of his position; or
- 4) Inability to function within a given area without an unusual incidence of founded complaints.
- 5) In cases of alleged sexual harassment, temporary transfer pending completion of the investigation.

The officer affected and the Lodge shall receive notice, in writing, of the transfer and the reasons therefore. Departmental transfers, for the purpose of affording necessary police

service, shall as far as practicable be in reverse order of seniority on each shift. Officers transferred at the request of the Department shall be paid one and one-half (1-1/2) times their normal rate of pay for all hours worked over forty-one and one-fourth (41-1/4) in the event they do not receive their requisite days off.

The Department shall have the right to fill vacancies created by transfers made under this section for up to sixty (60) days without being required to place said vacancies up for bid. Such vacancies shall be filled by the least senior officer at the station and shift to which the transferred officer has been assigned. At the end of sixty (60) days, the officer who has temporarily filled the vacancy shall return to his original position and the transferred officer shall either be returned to his former position or his former position shall be declared vacant and filled on a bid basis in conformity with Section 8.3(a), unless an annual bid has occurred in the interim.

Officers within the Bureau of Operations or Services who have been transferred under subsections (2) (3) or (4) of this section, will not have the opportunity to re-bid the position or station from which they were transferred for a period of one (1) year, if within the Bureau of Operations, or two (2) years if within the Bureau of Services.

ARTICLE 10: JOB CLASSIFICATIONS

Section 10.1 General

The Department has full discretion in establishing, modifying, abolishing or re-establishing job classifications, determining the job descriptions and job requirements for a particular job classification, the number of personnel needed or assigned to a particular

classification, and determining the qualifications of the officers for particular job classifications consistent with the Department's requirements. The Lodge shall be notified of any new job classification prior to implementation and afforded an opportunity to consult with the Department regarding new classifications.

Section 10.2 Job Classifications

The job classifications for officers of the Kansas City, Kansas Police Department covered by this Memorandum shall be as follows:

Sergeant

Detective

Patrolman

(a) Sergeant

A Sergeant is responsible for supervision of and assistance to patrolmen and other subordinates on his tour of duty. His duties include performance of required paperwork, in addition to patrol work, taking command of more difficult situations and giving instructions to subordinates to accomplish tasks. When a Captain is not regularly assigned to a particular shift and station, or unit, and a Sergeant is thereby required to perform a Captain's work, no assignment out of rank pay (as specified in Section 8.6) shall be paid to said Sergeant. The senior Sergeant on that particular shift and station, or unit, will complete the required paperwork.

(b) Detective

Detectives are ranking officers who have been promoted into the Criminal

Investigations Bureau and who are then specially trained in criminal investigation and assigned to the investigation of crime. Detective duties are as more fully set out in the Department's Standard Operating Procedure & General Orders.

(c) Patrolmen

Patrolmen perform general police work involving patrol and traffic activities, enforcing state and municipal laws, regulations and ordinances protecting life and property.

Section 10.3 Sergeant - Bidding Between Bureaus

Sergeants may bid between bureaus when a vacancy occurs. In the event a position is not filled by an active Sergeant, then a Sergeant will be appointed from the appropriate eligibility list to fill the vacated position.

Section 10.4 Non-Sworn Personnel

It is recognized that non-sworn personnel must be knowledgeable of the police function, and they are not called upon to exercise the powers and authority of sworn police officers. Therefore, personnel, other than sworn police personnel, may be employed as administrative specialists to fulfill administrative and non-field functions of the Department.

Section 10.5 Prerequisites Promotion to Sergeant and Detective

Patrolmen shall not be eligible to take the written test for Sergeant or Detective until they have served four (4) years as police officers with at least three (3) years in the Bureau of Operations as members of this Department.

The three years in the Bureau of Operations as members of the Department requirement for police officers shall commence with the time that those officers received their serial

numbers from the Department.

Section 10.6 Prerequisites Promotion to Captain

Only Sergeants and Detectives shall be eligible to obtain a position on the promotion list for the rank of Captain. The required time in grade before a Sergeant or Detective may seek to qualify for promotion to Captain shall be three (3) continuous years prior to taking the written test for promotion. In the event a Sergeant or Detective promoted to Captain fails to successfully complete the six (6) month probationary period, he shall be returned to his former position.

ARTICLE 11: PROMOTIONS

Section 11.1 Merit Promotion Qualification

Promotion to the positions or ranks of Detective, Sergeant and Captain shall be on merit. Each candidate for promotion must participate in the Departmental promotional testing, which shall comply with all Federal Equal Employment Opportunity Standards. The promotional testing shall be prepared and administered by an outside testing firm. The purpose of the testing shall be to determine an officer's suitability for the particular rank sought. All officers who take the written examination shall be eligible for further consideration for promotion.

(a) Written Examinations

1. Separate written examinations shall be administered for promotions to the classifications of Detective, Sergeant and Captain.
2. The written examinations for Sergeant, Detective and Captain shall

contain a sufficient number of questions to adequately meet the needs of the Department as set forth in Section 11.1 of the Memorandum of Understanding. The precise number of questions and their format shall be left to the sound professional discretion of the outside testing firm retained to develop such examinations.

3. All examinations for promotion to the positions of Detective, Sergeant and Captain shall be administered on the same day, when practical.

4. A candidate will be allowed to review a copy of his or her answer sheet and a copy of the written examination. If required by the testing protocol of the outside firm, the candidate shall return the answer sheet and copy of the written examinations after review.

(b) Interviews

1. Interviews will be conducted by Law Enforcement Examining Boards as hereinafter described for the purpose of determining an applicant's capabilities and relative suitability for the position sought. The general form and substance of the interview shall be determined by the outside testing firm. No "fact sheets" or other written material about the background or qualifications of the candidates for promotion shall be submitted to the Law Enforcement Examining Boards. To the extent reasonably possible, the interviews for each rank shall last about the same amount of time and be of the same general form and substance.

2. The interview process will be consistent with the guidelines provided by the testing agency. Each candidate will be advised of the six (6) scores that he received

from the Examining Board following the interview, provided, however, that the individual board members' scores shall not be identified.

3. The Lodge shall designate one observer. The Lodge observer shall not be present in either the interview room or the preparation room, but shall remain at the testing location until the entire process is completed to determine that the required procedures are followed. The Lodge observer's role shall be to ensure compliance with this Memorandum of Understanding. If the Lodge observer observes conduct which he or she believes is in violation of this Memorandum of Understanding, he or she shall address such issue with the Department representative coordinating testing on behalf of the Department. Nothing herein shall be construed as a waiver of the Lodge's right to file a grievance over observed violations of the testing procedures. The Lodge observer and the Department representative shall endeavor to resolve any such disputes involving the interview process. The Lodge observer shall not actively disrupt the interview process. During the testing period, the Lodge shall designate either the President, Vice President, Secretary, Treasurer or Chief Lodge Steward as its observer and the Department shall TDY that individual to the testing location for the times and dates of the testing process. No other outside observers from the Unified Government, the Lodge or any other entities shall be permitted in the interviews or other testing conducted before the Law Enforcement Examining Boards. All interviews or other testing before the Law Enforcement Examining Boards and the preparation of evaluations based on such interviews and testing by the Law Enforcement Examining

Boards shall be tape recorded. Either the Unified Government or the outside testing firm shall supply sufficient tape recording equipment and audio tapes to record these matters. Either the Unified Government or the outside testing firm shall clearly label each tape with the rank being tested, the date, and the time covered on the tape. All interviews before the Law Enforcement Examining Boards shall be tape recorded. Upon the conclusion of the testing, the tapes shall be delivered to the outside testing firm for safekeeping, along with other test materials.

(c) Law Enforcement Examining Board

1) Sergeant and Detective. All candidates for promotion to the rank of Sergeant or Detective will be interviewed by a panel consisting of three (3) officers of the Kansas City, Kansas Police Department of the rank of Captain or above, selected by the Chief and three (3) officers of the rank equal to that rank being sought (e. g., Sergeant for Sergeant interviews and Detective for Detective interviews) selected jointly by the Lodge President and the Chief. In determining the total score for each candidate's interview, the high score and low score shall be discarded.

2) Captain. All candidates for promotion to the rank of Captain will be interviewed by a panel consisting of six (6) officers of the Kansas City, Kansas Police Department of the rank of Captain or above, selected by the Chief. Three (3) of the officers shall be from the Bureau of Operations and three (3) from the Department who have served at least three years in the Criminal Investigations Bureau. In determining the total score for each candidate's interview, the high score and low score shall be

discarded.

(d) Supervisor's Evaluation

The score of the employee's last supervisor evaluation immediately preceding the creation of the promotion eligibility list shall be considered in accordance with section 11.2. Only those supervisor evaluations which have been validated by the outside testing firm may be used in the promotional process.

(e) Officers on Military Leave

Officers on military leave during promotional testing and interviews shall be permitted to test and interview for promotion upon return from such military leave. Officers returning from military leave shall have 30 days following their return to duty to declare in writing to the department that they desire to test and interview for promotion.

For purposes of determining eligibility to test and interview for promotion, officers returning from military leave must have met the eligibility requirements identified in sections 10.5 and 10.6, above, as of the original written examination date.

Section 11.2 Promotion Eligibility List

An eligibility list shall be established, based on the oral interviews, written examinations and supervisors' evaluations for each rank covered. Each candidate shall be rated on the above-referenced factors and these ratings shall be considered to determine the candidate's overall rating. The weight to be attributed to the various components (written, oral and evaluation) of the system shall be determined by the testing firm based upon the applicable job analysis conducted for each position or rank. These weights shall be made known to the

Lodge and Unified Government prior to the administration of the components along with a summary of the basis for such weighing. Officers shall be placed on a promotion eligibility list in the order of their overall rating; any tie among candidates of equal rating shall be broken by the relative seniority of the officers involved. The eligibility list shall be available for inspection and each candidate will be notified of his respective position on the list and his score and percentile on each factor. Promotions shall be made by the County Administrator with the advice of the Chief from the appropriate eligibility list in accordance with the candidate's position thereon. An officer may be passed over for promotion for sufficient cause in which case each officer passed over shall be advised in writing of the reasons therefore, with a copy to the Lodge.

The written test will be administered in 2016. Officers shall not be promoted until they attain the requisite time in grade. An officer may decline a promotion without losing his place on the eligibility list. The eligibility lists existing at the date of execution of this Memorandum shall govern promotions until the new eligibility list is effective in 2016. The eligibility lists created in accordance with this section shall govern promotions to a time of at least thirty (30) months from the effective dates of these lists or until replaced by subsequent lists after expiration of the thirty (30) months. An officer may decline a promotion without losing his place on the eligibility list.

Officers who have been placed in one of the top six (6) positions on any eligibility list shall be entitled to be promoted provided that corresponding authorized vacancies occur at anytime during the life of the eligibility list.

The top six (6) slots on the eligibility list shall be designated for a corresponding vacancy, if a tie on the eligibility list occurs seniority as defined in Section 6.1 of the Memorandum shall prevail. If the officer is on more than one list the officer must claim the promoted position when asked so that the specific vacant position selected can be designated for that officer. In the event that the current eligibility list expires before the promoted vacancies are filled by the designated officers these designated officers will retain the right to fill these promoted positions when authorized and must be promoted ahead of all officers on the respective subsequent lists.

If an officer on military leave who completes promotional testing upon return from such military leave qualifies for one of the top six (6) positions on the promotion eligibility list, such officer shall be placed in the appropriate position on such list which shall result in the bumping of the officer then in the sixth position down the list. If the officer in the position immediately below the position in which the returning military officer is placed has been promoted, the returning military officer shall likewise be promoted, retroactive to the date of the individual immediately below him on the eligibility list. If the officer in the sixth position on the list has already been promoted, such officer shall not then be demoted. If an officer on military leave tests on to the promotion eligibility list, rank seniority of such officer and the other officers on the list shall be similarly adjusted.

Section 11.3 Promotion Probationary Period

Officers promoted to higher ranks shall have their names removed from all eligibility lists on the date of promotion and shall be on probation for the first six (6) months of service in

the higher rank. During this probationary period, they may be demoted to their former rank by the Chief in which event they shall have the right to grieve to the level of the Grievance Board. If the Grievance Board cannot resolve the issue, the matter may be appealed to Step 5 of the grievance procedure. Any officer who is demoted shall be notified, in writing, by the Chief, of the reasons for such demotion with a copy to the Lodge.

ARTICLE 12: JOINT STANDING COMMITTEES

Section 12.1 Accident Review Board

(a) There shall be an Accident Review Board to review vehicular accidents involving police vehicles. The Accident Review Board shall be composed of two (2) officers appointed by the Lodge and two (2) officers appointed by the Chief. The Chief shall appoint a commander to be the chairman, who shall vote only in case of a tie. Board members who are off-duty at the time shall be compensated at the overtime rate of pay during their attendance at Accident Review Board hearings. The respective members of the Accident Review Board shall be appointed effective January 1 of each year and shall serve for one (1) year.

Officers who are involved in vehicular accidents while operating department-owned vehicles may be interviewed about the facts of those accidents by employees or agents of the insurance company insuring such vehicles. Such interviews shall be conducted at a reasonable time and place. Nothing in the interviews, and no statements prepared as a result of those interviews, shall be used by the department in any manner in seeking discipline against an officer, nor as evidence in any manner in any accident review board hearing, grievance board hearing or arbitration.

The Accident Review Board shall review accidents involving police vehicles to determine whether or not the officer involved was negligent. Tie votes shall be resolved by a decision of the chairman or in his absence the designated Commander. The Accident Review Board shall be empowered to hold whatever hearings and interviews of witnesses it deems necessary to fulfill its purpose. The Accident Review Board shall conduct its hearings monthly, giving at least five (5) calendar days notice to officers of such hearings. Accidents involving police vehicles which occur less than fourteen (14) calendar days prior to the third Wednesday of a month shall not be heard until the succeeding month's hearing. The Accident Review Board shall report its findings along with reasons in support thereof to the Chief on the date that a decision is reduced to writing. Discipline imposed as a result of the accident review board shall be imposed within fourteen (14) calendar days of the date that the decision of the accident review board is reported to the chief, which time may be extended by mutual written agreement. If the Chief imposes discipline as a result of the findings of the Accident Review Board, which results in an officer's suspension of four (4) work days or less, the officer shall have no right to appeal this action to the Grievance Board. A suspension of five (5) work days or more may be appealed. Officers may use accumulated vacation, holiday or regular overtime days in order to receive such pay for disciplinary suspensions, provided, if an officer is found negligent in excess of two (2) times in any consecutive twelve (12) month period, he may not use vacation, holiday or regular overtime days in order to receive pay for the third and succeeding suspensions.

(b) Accident Review for Rule and Regulation Violations

The Department shall have fourteen (14) calendar days after the date of a motor vehicle accident involving Department motor vehicles to determine whether the actions of the officers involved will be investigated to determine whether rules and regulations or orders of the Department have been violated. This time limit may be extended for up to fourteen (14) additional days by written agreement between the Department and the Lodge. If the Department conducts such an investigation the procedures of the Accident Review Board may not be invoked. If the Department declines to conduct such an investigation, the officers involved in the vehicular accident may only be disciplined through Accident Review Board procedures.

Section 12.2 Joint Equipment and Uniform Committee

There shall be a Joint Equipment and Uniform Committee composed of two (2) officers appointed by the Chief and two (2) officers appointed by the Lodge. The Chief shall appoint the chairperson. The purpose of the joint committee shall be to study, evaluate, meet with and make recommendations to the Chief concerning the purchase of new equipment and/or uniforms or the upgrading, utilization, maintenance or upkeep of Department equipment and/or uniforms. No change may be made in uniform or equipment requirements without written notification to the Lodge.

ARTICLE 13: INTERNAL INVESTIGATION PROCEDURES

Section 13.1 General

There shall be an Internal Affairs Unit of the Staff Support Division it that may conduct criminal or administrative investigations. Criminal investigations will involve alleged

violations of the criminal laws by an officer. Administrative Investigations shall involve the investigation of complaints against an officer by citizens, fellow officers or the Chief not amounting to a violation of the criminal laws or alleged violations of the criminal laws where only an administrative penalty may be imposed. If at any time during an administrative investigation information is obtained by the Department that presents a reasonable belief that the matter is criminal in nature the provisions of section 13.3, criminal investigation procedures, shall be immediately adhered to.

Section 13.2 Administrative Investigations Procedure

In order to insure that all investigations by the Internal Affair Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each officer, the following rules of procedure are hereby established:

(a) An officer who is the subject of an administrative investigation may request that a representative of the Lodge be present during the interrogation. Officers shall be entitled to an uninvolved Lodge representative during any meeting with management that officers reasonably believe will result in disciplinary action. The Lodge representative may observe the interview/interrogation and consult with the officer and interviewer before the interview/interrogation is concluded for the sole purpose of securing the officers rights pursuant to the Memorandum of Understanding. Upon the conclusion of the Department's questioning, the Lodge representative may ask questions of the accused officer. The Department and the Lodge representative may ask further questions upon the conclusion of each party's questioning and follow up. Neither party shall prevent the other from asking

questions or disrupt or interfere with their questioning in any way. This section shall not apply to any truth verification pre-test or test. If the preferred Lodge representative cannot be made available at the designated time and location, the Lodge shall be obligated to provide an alternative representative. The Department shall give no less than twenty-four (24) hours notice of a scheduled interview/interrogation. This representative shall be considered as being on Lodge business pursuant to Article 2 and Article 16.

(b) The interview/interrogation of any officer shall be at a reasonable hour, preferably when the officer is on duty, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.

(c) The interview/interrogation shall take place at a location designated by the investigating officer, usually at a police facility.

(d) The officer shall be informed of the rank, name and command of the interviewing/interrogating officers as well as the rank, name and command of the officer in charge of the investigation and the identity of all persons present during the interview/interrogation. When an officer is directed to report for interview/interrogation his commanding officer shall be notified prior to that time when feasible.

(e) The officer shall be informed of the nature and the basic facts (date, time, place and type of incident) and the specific allegations known to Internal Affairs Unit at the time relating to the investigation before any interview/interrogation commences. If it is known that the member being interrogated is a witness only, he shall be so informed.

(f) The interview/interrogation shall be completed as soon as possible not to exceed four (4) hours. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

(g) The officer shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action.

(h) The complete interview/interrogation of the member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview/interrogation shall be noted in the record.

(i) When any statement which an officer gives is reduced to writing, he shall be given an exact copy of the signed statement within one (1) business day of making the request; and, if the questioning is mechanically or steno graphically recorded, he shall upon request, be given a copy of such recording and/or transcript, except tapes and recordings of polygraph and CVSA examinations. Any request for a copy of a recording must be made prior to the officer's signing the transcript, after which the recordings may be destroyed. The cost of the officer's tape shall be borne by the officer.

(j) The refusal by an officer to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action.

(k) Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of officers after two (2) years and one (1) month. The Department's continued maintenance and use of Internal Affairs Unit information will not change as a result of this section.

(l) The Internal Affairs Unit shall have one-hundred twenty (120) days from the date a complainant signs his Internal Affairs Unit complaint in an administrative investigation or the Chief assigns a Department Investigator within which to report its findings to the Chief, which

findings shall be file-stamped by the Chief's office upon receipt. In the case of a complaint which is originally investigated as a criminal investigation, the Internal Affairs Unit shall have ninety (90) days from the date such complaint is converted into an administrative investigation within which to report its findings to the Chief's office, which findings shall likewise be filed-stamped by the Chief's office upon receipt. The Chief shall have thirty (30) days from that date within which to render his decision as to discipline, if any; the Chief must provide the Lodge and the officer with a copy of his decision as to discipline within those thirty (30) days. The Chief may also return the investigation to the Internal Affairs Unit for an additional thirty (30) days and the date on which the investigation is returned to the Internal Affairs Unit shall be file-stamped by both the Chief's office and the Internal Affairs Unit. If the file is so returned, the Chief must provide the Lodge and the officer with a copy of his decision as to discipline within thirty-five (35) days of the date on which the investigation was returned to the Internal Affairs Unit.

(m) An officer shall not generally be required to perform a shooting re-enactment within twenty-four (24) hours of any shooting. Exceptions to this may be granted only by the Chief of Police when in the Chief's judgment a re-enactment within a shorter period of time is necessary if the true character of the shooting event is to be captured by the re-enactment.

(n) Officers shall not be ordered to consent, as a condition of employment, to provide a blood, urine or other bodily fluid sample with the exception of testing administered through the Unified Government's Substance Abuse Policy.

(o) Officers shall not be ordered to consent, as a condition of employment, to provide personal financial records, personal phone records or personal passwords to private email accounts or private social network sites.

(p) Officers shall not be ordered to consent, as a condition of employment, to a search of their home or their personal vehicle or any personal property to which such officer has a reasonable expectation of privacy.

Section 13.3 Criminal Investigations Procedure

With the exception of OICIT investigations, which may be conducted by either Internal Affairs or the Major Case Unit, and with the further exception of investigations conducted by other agencies, if an officer is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the Internal Affairs Unit, and the officer shall be advised of his rights pursuant to the appropriate legal procedure as dictated by the United States Supreme Court and the rights granted by the State of Kansas and the United States. If an officer chooses to invoke his protection under the appropriate legal procedure as dictated by the United States Supreme Court at that time, he will not be subject to charges of insubordination or failure to cooperate for that reason. Criminal investigations shall be completed before the commencement of any administrative Internal Affairs Unit investigations concerning the same matter.

- (a) The interview/interrogation of any officer shall be at a reasonable hour, preferably when the officer is on duty, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.
- (b) The interview/interrogation shall take place at a location designated by the investigating officer, usually at a police facility.
- (c) The officer shall be informed of the rank, name and command of the

interviewing/interrogating officers as well as the rank, name and command of the officer in charge of the investigation and the identity of all persons present during the interview/interrogation.

- (d) The officer shall be informed of the nature of the specific allegations and the basic facts (date, time, place and type of incident) known to Internal Affairs Unit at the time relating to the investigation before any interview/interrogation commences.
- (e) The interview/interrogation shall be completed as soon as possible and normally will not exceed four (4) hours. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.
- (f) The officer shall not be subjected to any offensive language or coercion.
- (g) The complete interview/interrogation of the member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview/interrogation shall be noted in the record.
- (h) The officer shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, he shall upon request, be given a copy of such recording and/or transcript, except tapes and recordings of polygraph and CVSA examinations. Any request for a copy of a recording must be made prior to the officer's signing the transcript, after which the recordings may be destroyed. The cost of the officer's tape shall be borne by the officer.

- (i) Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of officers after two (2) years and one (1) month. The Department's continued maintenance and use of Internal Affairs Unit information will not change as a result of this section.

Section 13.4 Interrogation of Lodge Representatives

The Department will not question lodge representatives about conversations between those representatives and the employees they represent when those conversations occur in the ordinary course of the lodge representatives' performance of their official duties on behalf of the FOP and its membership. This does not prohibit the Department from questioning a lodge representative when such representative's conduct is the subject of an Internal Affairs investigation or when such representative is a witness to any conduct which is the subject of an Internal Affairs investigation.

Section 13.5 False Complaints

All complaints against officers which are determined to be unfounded, or in which the officer's conduct is exonerated, shall be reviewed by the appropriate commander for recommendation for prosecution.

Section 13.6 Officer's Privacy

When an officer is under a criminal or Internal Affairs Unit investigation, the Department shall not release an officer's home address, telephone number or photograph to the press without his consent. In these situations, Department press releases containing an officer's name shall not be released.

Section 13.7 Polygraph Examination/Computer Voice Stress Analysis

When a complaint is filed by an identified complaining witness, no officer shall be required to submit to a polygraph examination or Computer Voice Stress Analysis (CVSA) without the complaining witness(es) being required to submit to a polygraph examination or CVSA first. The Lodge recognizes that in agreeing to take such examinations, officers will be required by polygraphers or CVSA examiners to sign waivers of liability. No officer will be required to sign any document which does not accurately state the conditions under which he is taking the examination. No statement of an officer shall be subject to psychological stress evaluation without his being advised that the statement will be so subject before making the statement. The pre-test for and the results of any polygraph examination or CVSA evaluation may not be used in evidence in any manner at any Grievance Board hearing or arbitration arising under this Memorandum of Understanding, wherein discipline of an officer is at issue.

Section 13.8 Internal Affairs Forms; Appendix

The Department and Lodge acknowledge and agree that the Internal Affairs Unit forms, which are attached as appendix A to this Memorandum, comply with article 13. The Department shall supply the appropriate form to each officer. Should the law, which applies to any of the matters set out in article 13, be changed or modified by a court of competent jurisdiction, the parties agree to meet and confer to incorporate the appropriate and/or necessary changes into article 13. The forms which are contained in the appendix are as follows:

1. Witness employee rights.

2. Accused employee administrative proceeding rights.
3. Notice of charges/allegations.
4. Criminal witness submittal.
5. Administrative submittal.
6. Request for Lodge representation.

Section 13.9 Officer Involved Critical Incident Team (OICIT) Investigations.

When the OICIT team is charged with investigating a critical incident involving bargaining unit members, only the Captain of Internal Affairs and one Internal Affairs Detective shall be permitted to ask questions of any officer during an administrative interview although other members of the OICIT team may be present. The remaining OICIT team members may submit questions to the two team representatives to be asked of the involved officers. Officers involved in a critical incident shall be entitled to the same rights and protections as provided under section 13.2 of this article. OICIT investigations shall be activated within fourteen (14) days of the date of the incident giving rise to the investigation.

Section 13.10 Preparation Of Written Administrative Statements.

Officers may be ordered to complete an "Officer Action Form" ("OAF" - Appendix A(7)) for purposes of an administrative investigation. Before completing the OAF, officers shall be afforded the same rights as provided in Section 13.2 of this Article. Officers who are required to complete the OAF shall be given twenty-four (24) hours to complete the form. It is presumed that this twenty-four (24) hour period is sufficient to allow officers who are required to complete the OAF to consult with a Lodge representative of their choosing. Officers shall

not be required to complete any other written statements that such officers reasonably believe will result in disciplinary action except for their required reports as provided in this section. This section shall not preclude the Department from conducting an oral disciplinary interview upon less than 24 hours notice. Nothing herein shall be construed as to allow officers to refuse to complete all of the required reports identified in the Department's General Orders within the time frames provided within such General Orders. Officers shall complete required reports in accordance with directives from their supervisors, including supervisors' requests to provide further information in their required reports.

ARTICLE 14: DISCIPLINE

The authority to discipline officers is vested exclusively in the Chief. However, the Chief may from time to time delegate this authority to subordinate officers of the rank of Sergeant or above. The Lodge shall be notified in writing of the extent of the delegation and the rank of the officers and to whom the delegated authority is vested.

Discipline imposed as a result of other than an Internal Affairs Unit, Critical Incident Team or Accident Review Board investigation shall be imposed within fourteen (14) calendar days of the incident giving rise to the discipline or of the incident becoming known, which time may be extended by mutual written agreement. The date of the incident shall be included in the calculation of this fourteen (14) day time period. In the event discipline is not so imposed no disciplinary action shall be taken.

Officers, excluding probationary officers, shall only be disciplined or discharged for just cause. Discipline or discharge for cause shall include, but shall not be limited to, discipline or discharge for violation of Department Rules and Regulations, General or Special

Orders.

Whenever an officer is summoned to appear before any command officer and/or Sergeant regarding a violation of the Department Rules and Regulations, General or Special Orders, he will have the right to request the presence of a Lodge steward or elected officer of the Lodge.

Except for exigent circumstances, an officer may not be suspended for any amount of time without first being afforded an opportunity to file his written grievance objecting to the suspension. Any suspension of four (4) days or less may be effectuated prior to the officer being allowed to have the matter heard by the Grievance Board and any suspension of more than four (4) days shall not be effectuated prior to the officer being allowed to have the matter heard by the Grievance Board and/or an arbitrator. Prior to any officer being discharged, he shall be placed on suspension without pay during the pendency of any grievance relating to the proposed discharge.

Copies of all discipline must be provided to the Lodge.

It is recognized that counseling sessions are not negative discipline but a positive form of discipline whereby corrective action is the best means to address minor occurrences of undesired conduct or performance. Counseling Forms issued by Department supervisors may not be used by the Department for progressive discipline more than 12 months after issuance.

ARTICLE 15: GRIEVANCE PROCEDURE

In the event of any complaint or grievance arising under the terms and provisions of the Memorandum or of any differences between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. An impasse in

any negotiations for any Memorandum of Understanding shall not constitute a grievance.

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the officer involved may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The officer's election of either procedure, shall constitute a binding election of the remedy chosen and waiver of the alternative remedy. Any time limit set forth in this procedure may be extended by the parties' written agreement to do so. Unless specifically indicated below, no party shall make any audio or video recording of any communications between the parties under any of the procedures within this Article.

Step 1: The matter shall first be taken up between the officer involved and the supervisor involved. A Lodge representative may be present during any step of the grievance procedure. If the grievance is not adjusted orally, it must be submitted in writing to the officer's station commander or area commander within fourteen (14) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as dropped. The station commander or area commander shall send a written reply, with copies to the Lodge and the Grievant, within fourteen (14) calendar days after submission or the grievance shall be found in the officer's favor.

Step 2: In case the matter cannot be adjusted under Step 1, the matter will be

considered by the officer's Lodge Steward and his Bureau Director. Requests for consideration by the Bureau Director or his designee must be in writing within fourteen (14) calendar days of the decision in Step 1 or the grievance shall be dropped. The Bureau Director or his designee shall send a written reply, with copies to the Lodge and the Grievant, within fourteen (14) days after submission of the grievance to him or the grievance shall be found in the officer's favor.

Step 3: In case the matter cannot be settled under Steps 1 or 2, the matter will then be considered by a representative of the Lodge and the Chief or his designee. In case the matter is adjusted under Steps 1, 2 or 3, the settlement will be binding upon all parties. Any adjustment made under Steps 1, 2 or 3 shall not constitute a precedent as to future grievances. The Chief shall send a written reply, with copies to the Lodge and the Grievant, in writing within fourteen (14) calendar days after submission to him, or the grievance shall be found in the officer's favor.

Step 4: If no settlement is reached by the procedure above, the matter shall be resolved as follows.

A. Counseling.

Oral or written counselings shall only be grievable through step 3 above to the level of the bureau director. If a counseling is used for the purposes of progressive discipline, the lodge shall be entitled to challenge the merits of the counseling at a subsequent proceeding.

B. Points.

The assessment of points shall only be grievable through Step 3 above. If points are used for the purposes of progressive discipline, the Lodge shall be entitled to challenge the

merits of the assessment of points at a subsequent proceeding.

C. Suspensions of Thirty Days or Less.

Suspensions of thirty days or less shall be referred to the Grievance Board, hereinafter described, for determination. References to the Grievance Board shall be made jointly by the parties within fourteen (14) calendar days after Step 3 or be considered as having been dropped. The Grievance Board shall be composed of one duly designated Lodge representatives (or alternates), chosen by the Lodge, one duly designated Department representatives (or alternates), of the rank of Captain or above, selected by the Chief, and two (2) citizen observers (or alternates) appointed by the Mayor and the Unified Government Commissioners. One additional individual shall be appointed to the Grievance Board, who shall be selected from a panel by the FMCS or as agreed upon by the parties. If the parties do not agree upon the selection of the third member of the Grievance Board, then within fifteen (15) working days of the request for a Grievance Board hearing, the parties shall jointly and in writing, request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, from which the parties shall select one individual to sit on the grievance board. Within fourteen (14) days after receiving such a list, the parties, or their respective designees, shall alternately strike names from the list, until only one (1) name remains, who shall be selected to sit on the grievance board. The order of striking names shall be determined by the toss of a coin. All fees, costs and expenses of retention of such individual shall be shared equally by the Union and by the Department. The Grievance Board authority shall be governed by Step 5(4) of this Article. Officers serving on the Grievance Board will be

compensated at the overtime rate of pay while serving off duty. The Citizen observers may be compensated at a rate established by the Unified Government's Board of Commissioners. Officers appearing as witnesses for either the Unified Government or the Lodge, who are off duty at the time, shall be compensated for one hour's straight time pay plus straight time pay for time actually present before the Grievance Board providing testimony. Officers who are on duty at the time that they appear as witnesses for either the Unified Government or the Lodge shall be contacted to appear before the Grievance Board one-half ($\frac{1}{2}$) hour before their testimony commences. A majority vote of the Grievance Board on a grievance shall be final and binding on the parties. The deliberations of the Grievance Board shall be confidential. The parties will be advised of the vote of the Grievance Board on a particular grievance, but the manner in which the individual members voted shall not be announced. Each party's appointed representative to the Grievance Board shall be selected on a case by case basis. The Grievance Board shall meet promptly upon call but in any event, not later than sixty (60) days after the selection of the third party Grievance Board member, unless otherwise agreed upon by the parties. A majority determination of the Grievance Board shall be final and binding upon the parties. Each party shall provide to the other at least twenty days prior to any disciplinary hearing before the Grievance Board a list of witnesses who may testify and a copy of exhibits which may be offered at the hearing. Any amendments to the lists of witnesses or exhibits shall be provided in writing at least ten (10) days prior to the hearing. Attorneys at law shall be permitted to appear at Grievance Board hearings as a representative of each party.

D. Suspensions In Excess Of Thirty Days Or Terminations.

Grievances involving suspensions in excess of thirty (30) or terminations shall proceed to mediation through the FMCS conducted by Patrick Dunn prior to proceeding to step 5 below.

F. Contract Interpretation.

Grievances involving matters of contract interpretation which are not associated with disciplinary matters shall be discussed by Counsel for the Department and Counsel for the Lodge before proceeding to step 5 below.

Step 5: In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above, arbitration may be requested by the Department or the Lodge, in the following manner:

(1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Steps 3 or 4 above. The notice shall set forth the articles or sections of this Memorandum which are claimed to require modification or reversal of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) calendar days, the grievance shall be deemed abandoned.

(2) Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS request is served fails to execute

and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.

(3) Officers shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the Department.

(4) The jurisdiction and authority of the arbitrator shall be bound by the following:

- a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on both parties.
- b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other.
- d) The arbitrator shall have no authority to substitute his judgment for that of the management of the Unified Government or Police Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of the Unified Government or the Police Department.
- e) In discipline or discharge matters, the arbitrator shall have the discretion

to increase or decrease the discipline imposed, if the evidence so warrants.

- f) The cost of the arbitrator shall be shared equally by the Unified Government and the Lodge.

ARTICLE 16: STEWARDS' RESPONSIBILITIES

The authority of stewards and alternates so designated by the Lodge shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Memorandum;
2. The collection of dues when authorized by appropriate Lodge action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Lodge or its officers, provided, such messages and information (a) have been reduced to writing, or (b) if not reduced to writing and are not in violation of Article 17 regarding strikes and lockouts.
4. Regular attendance at the monthly FOP membership meetings.

Stewards shall be permitted reasonable time to investigate, present and process grievances without loss of pay during regular working hours, provided enough personnel remain on duty to provide adequate police service. Time spent on Lodge activities or representation of members outside the steward's normal work hours shall not be considered time spent in the employ of the Unified Government or the Department.

Stewards and alternates have no authority to take strike action, or any other action

interrupting the Department's operation. In the event of such action by a steward he shall be subject to proper discipline.

There shall be no more than one (1) steward and one (1) alternate per shift, per station or per unit. A list of stewards and alternates shall be provided to the Chief every six (6) months (January and July) which list shall be updated sooner if modifications occur between these dates.

ARTICLE 17: STRIKES AND LOCKOUTS

The Lodge, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the Unified Government. Therefore, during the life of this Memorandum the Lodge will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department. The Unified Government agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any employee for his actions as a member of the bargaining unit, provided those actions are not proscribed by law.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Lodge shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

ARTICLE 18: VACATIONS

Section 18.1 General

After completing one (1) year of service, each officer shall be entitled to vacation pay

which will be prorated in accordance with Section 18.4 of this Article for any portion of the initial year of employment occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year on the following basis:

- (a) Over One (1) year of service as a sworn officer - 120 hours
- (b) Over five (5) years of service as a sworn officer - 160 hours
- (c) Over eleven (11) years of service as a sworn officer - 200 hours
- (d) Over nineteen (19) years of service as a sworn officer - 240 hours

Officers must have completed the requisite years of service prior to January 1 of a given year in order to be eligible for greater vacation benefits that year.

Section 18.2 Scheduling

When an officer is on vacation and one of the holidays recognized by this Memorandum falls during that period, the officer shall receive one (1) additional day off with pay. The vacation period and schedule of vacations of each qualified officer shall be set by seniority, desire and preference of the officer consistent with the efficient operation of the Department. Vacations will be scheduled between February 10 and April 1 of each year. Officers must select their vacation preference on the date the Department requests the information. Seniority may only be exercised by the individual officer on his first choice for a vacation period. In the event an officer bids to another position or assignment after April 1 of any given year, he shall not be entitled to exercise his seniority for a preferred vacation. Requests for days off using vacation hours, comp time hours, award hours, or holiday hours shall be responded to no later than forty-eight (48) hours before the start of the officer's shift

on the requested day off but shall in no instance be permitted to detract from providing adequate police service. If the requesting officer is not on duty it will be the responsibility of the requesting officer to contact the Department for confirmation of denial or approval of the day off request.

Section 18.3 Exception

Officers shall not accrue vacation hours while on leave of absence, lay-off, suspension or while absent due to a non-work related injury or illness unless they are on approved sick leave. In the event an officer is absent from work on an authorized leave of absence, or on lay-off status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation hours shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

Section 18.4 Pro-Rata Vacation

For the purpose of computing vacation hours an officer shall earn one-twelfth (1/12) of his vacation hours for each month of service during the twelve month period preceding January 1 of each year. Each month in which an officer works fifteen (15) days shall be considered a month of service. Officers who are discharged prior to taking their vacation shall not forfeit any right to vacation or vacation hours. Vacation time shall normally be taken in the calendar year in which the vacation falls or it is forfeited.

Officers shall have the right to carry over forty (40) hours of their vacation hours each year but the total accumulated carried over vacation hours shall not exceed one-hundred and twenty (120) hours. Such accrued or carried over vacation hours must be recorded separately

from an officer's entitlement to regular overtime/compensation time.

Section 18.5 Vacation Buy-Out

Officers shall be entitled to be paid in cash at the time of retirement from the Department for accrued unused vacation pay standing to their credit at the time of their retirement; in the case of death in service of any officer for any reason, such payment shall be paid to the person or persons designated as that officer's beneficiary or beneficiaries under the Kansas Police and Firemen's Retirement System.

Section 18.6 Cadet Time

All cadets who have become sworn officers in the Department shall receive credit for vacation pay earned as a cadet toward the accrual of vacation pay under Section 18.1 when their cadet service and service as a sworn officer are consecutive and unbroken.

ARTICLE 19: RETIREMENT AND PENSION FUND

All officers shall come under the Kansas Police and Firemen's Retirement System as set forth by the Unified Government, in effective Charter Ordinance and Kansas State statutes.

ARTICLE 20: PROFESSIONAL COURSES

The Unified Government and the Lodge are in agreement that it is in the best interests of the Department that as many employees as possible participate in professional, educational and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department the following are hereby adopted:

Section 20.1 Notification and Eligibility

The Chief shall have the authority to determine which unit or units, if any, are in need

of any particular training course or seminar. The Chief shall determine who may be excused from work to attend such courses pursuant to the following guidelines:

- a) Education qualifications as may be required for admittance to a course.
- b) Special technical training as may be required for admittance to a course.
- c) The applicability of such course to the officer's present assignment.
- d) Any established prerequisites or criteria that are mandated by the school, funding agency or the Department.

If the foregoing factors are all equal, seniority within the applicable Unit will prevail in determining officers to be sent to each such course or seminar.

An officer may attend only two (2) conferences or courses outside of the metropolitan area per calendar year unless waived by the Unified Government.

Section 20.2 Classification of Courses

Recognizing the budgetary limitations on the Department, the following classifications of training courses shall be adopted:

a) General In-Service Training. In-service Departmental training shall be available to all officers. The Chief or commanding officers may require attendance of officers who, in their opinion, are in need of the course being offered.

b) Mandatory In-Service Training. State law requires forty (40) hours of in-service training per year for every sworn officer of the Department. If any officer fails to complete this requirement, he or she shall lose their state training certification and automatically be suspended until such time as they so qualify.

c) Metro Squad Training. The Chief shall determine if any officers shall be assigned to Metro Squad Training. Any candidates from the Department to be assigned to Metro Squad Training must first come from the Criminal Investigations Bureau. Detectives within the Criminal Investigations Bureau shall be given the right to bid upon any opening, for training which they have not previously attended, in accordance with the Detective's time in grade. If no qualified Detective submits a bid to attend the Metro Squad Training being offered, the assignments may then be offered to First Class Patrolmen on the Detective's Eligibility List, in the order of their place thereon.

d) Other Training. All other Training and Courses (including all courses not initiated or conducted by the Department) to which the Department decides to send an officer or officers, whether within or outside the metropolitan area, shall be open provided that monies are available either within the budget or through grants or other monetary programs.

ARTICLE 21: LEAVES OF ABSENCE

Section 21.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

Section 21.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Chief. The maximum general leave of absence shall be for thirty (30) calendar days, but the Chief may extend such leave in writing for a period of up to ninety (90) calendar days. Any officer desiring a general leave of absence shall submit a written request to the Chief stating the reason

for such request, at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an officer may take a general leave of absence, written permission must be obtained from the Chief with notice to the Lodge. The time an officer spends on general leave of absence shall not be counted as time worked in determining any benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the officer. If an officer on a general leave of absence obtains other employment with a law enforcement agency while on such leave, his Unified Government employment will be automatically terminated and the officer will have no recourse whatsoever under this Memorandum.

Section 21.3 Educational Leave

Educational leaves, not to exceed twelve (12) months, may be granted without pay to an officer. Requests shall be submitted in writing and must be approved by the Chief. The time an officer spends on educational leave shall not be counted as time worked in determining any benefits under this Memorandum.

Section 21.4 Personal Leave

Officers may, with the Bureau Director's and the Chief's permission, take a personal leave with pay. This personal leave shall not exceed five (5) work days and will be charged to the individual officer's accumulated sick leave. Personal leave shall only be granted for causes which materially impair the manner in which the officer would perform his job. No officer shall be entitled to more than one (1) such leave in a calendar year.

Section 21.5 Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth the date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be consistent with the officer's rights, and responsibilities, under the Family and Medical Leave Act (FMLA).

Section 21.6 Military Leave

The Department and the Lodge agree that the terms and conditions of employment for those officers who voluntarily or involuntarily enter active duty in any branch of the military service, or who otherwise fall within the protected class of individuals under USERRA or other applicable Federal or State law relating to military leaves of absence, shall be governed by USERRA or such other applicable Federal or State law. Additionally, members of the bargaining unit who are called to active duty will be allowed up to five (5) military leave days per year with pay. Once members have utilized this bank of military leave time, they may use either accumulated leave or be placed in a non-pay status, at their option.

Section 21.7 Injury Leave

a) An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the officer is temporarily totally disabled, as defined by the Kansas Workers' Compensation Act, because of such injuries, he shall receive the difference between his regular

base pay and the workers' compensation benefits received, (hereinafter referred to as (supplemental I.O.D. Pay) for the time period that his total disability continues, but not to exceed the first twenty-six (26) weeks of any such injury leave upon the following conditions:

1. The officer is suffering from a bona fide injury received arising out of and in the course of performance of his duties with the Kansas City, Kansas Police Department, as determined by the Chief of Police, which injury has resulted in and continues to result in the temporary total disability of the officer, preventing the officer from being gainfully employed by the Department;

2. The officer provides statements from his treating physician at least once every thirty (30) days which statements set forth the officer's current medical condition, the likelihood of said officer's return to work and a statement, based upon reasonable medical certainty, as to when the injured officer may return to his regular duties with the Department and a statement that the injured officer is temporarily unable to return to his duties due to his injuries;

3. If the physician referenced in paragraph number 2 is not of the Department's choosing, the officer must submit, on a periodic basis at the Department's request, to an examination by a physician of the Department's choosing. If such physician agrees that the officer is unable to perform gainful employment with the Department, the officer shall be entitled to receive the supplemental pay referenced herein. If the selected physician disagrees with the treating physician as to the officer's ability to perform Department work, then the officer shall submit to examination by a third physician selected by the FOP President and the

Chief. The determination of the third physician shall control.

If the officer does not meet conditions (1) (2) and/or (3) above, he shall not be entitled to receive the supplemental pay set forth herein, but he may continue to be entitled to release from his employment in accordance with the provisions of the Kansas Workers' Compensation Act. In such event, compensation received by the officer shall be governed solely by the Kansas Workers' Compensation Act. No officer will be entitled to receive more compensation as a result of being involved in a compensable injury than he would have received had he been working during the period on his regular schedule and at his regular rate. Permanent partial disability settlement or award payments are excluded from the terms of this paragraph.

a) In any event, officers on injury leave in excess of twenty-six (26) weeks shall only receive compensation as governed by the Kansas Workers' Compensation Act. Officers who exhaust the twenty-six (26) weeks of IOD leave may use other leaves including sick leave, vacation or compensatory time to cover any further work absences related to the injury. No officer will lose any benefits while on approved injury leave. If fifteen (15) months following the date of the officer's injury he is still unable to return to full duty, he must apply for a disability pension, resign his position with the Department, or be terminated.

b) An officer on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Department stating the officer's medical condition, the likelihood of said officer's return to work and a statement, based upon reasonable medical certainty, as to when the injured officer may return to his regular duties with the Department and a statement that the injured officer is unable to return to his duties due to his injury.

c) An officer injured on duty, must report, in writing, such injury forthwith to his immediate supervisor. The injury shall be recorded by the officer on the appropriate Department reports in accordance with Department General Orders.

d) When an officer is on injury leave the Unified Government may require him to be examined by a physician of the Department's choosing to determine the capability of the officer to return to duty.

e) Officers on approved injury leave are prohibited from being gainfully employed by an employer other than the Unified Government or being self-employed.

f) The Department may allow officers on approved injury leave to return to light duty if they are able to perform the work, in which event they may be placed at the discretion of the Department. However, any light duty allowed shall not exceed twelve (12) months from the officer's return to such duty.

Section 21.8 Funeral Leave

Each officer shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, one of which shall be the day of the funeral. The officer may be granted one (1) additional day off with pay for each 500 miles he must travel. The term "immediate family" shall include the officer's spouse, children, step-children, grandchildren, parents, step-parents, grandparents, spouse's grandparents, brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, relative living in the officer's home, or for a person whom the officer served as a legal guardian or primary care provider. The Chief at his discretion may grant funeral leave to an officer to attend the funeral

of other relatives, or extend the funeral leave.

Section 21.9 Sick Leave

A. Entitlement

1) All permanent officers shall be allowed leave with pay due to sickness or non-duty related injury at the rate of one and one-fourth (1 1/4) calendar days for each calendar month of service by such officers.

2) Sick leaves shall not accumulate during General Leaves of Absence, Educational Leaves, Military Leaves, suspension or layoff.

3) Officers must actually work or be credited with working a minimum of fifteen (15) days a month to qualify for that month's Sick Leave entitlement.

B. Limitation of Accumulation

There shall be no limit to the number of sick-hours that the officer may accrue.

C. Transferred Employees

When an officer is transferred to another Department of the Unified Government, any unused sick leave hours that may have accumulated to his credit shall continue to be available for his use, as necessary.

D. Termination

Upon an officer's voluntary resignation, termination for just cause or layoff in excess of three (3) years, any accrued, unused sick leave shall be forfeited.

E. Retirement or Death

Accrued unused sick leave will be forfeited except when an officer who shall have

accumulated sick leave and retires in accordance with the provisions of the Kansas Police and Fire Department Retirement Systems Act or is killed in the line of duty. Officers who retire as herein provided shall receive regular straight time compensation for any accumulated unused sick leave, but not to exceed one hundred twenty (120) calendar days and such compensation shall not exceed four (4) months base pay. Thirty (30) days of accumulated sick leave shall be used for each one (1) months equivalent pay. If an officer has less than the referenced number of accumulated sick leave days, he shall receive the pro-rated one-thirtieth ($1/30$) of one (1) months pay for each day of accumulated sick leave existing at that time. If an officer is killed in the line of duty, his heirs under the Kansas Policemen and Firemen's Retirement System shall be entitled to receive pay for all accumulated sick leave the deceased officer has on the books at the date of his death.

F. Use Provisions

- 1) Use of accumulated sick leave by an officer or payment to an officer of paid sick leave shall be subject to the following rules:
 - (a) Sick leave may only be used for the purpose for which it was intended, that being to provide an officer with protection against a loss of pay due to an actual illness. Sick leave may be utilized for maternity leave or physical or mental illness.
 - (b) The granting of sick leave shall be at the determination of the Chief or his designee.
 - (c) The officer shall not be entitled to receive paid sick leave unless he shall

notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.

(d) The Unified Government shall have the right to have made, from time to time, by its physician at its expense, such examination as it may deem necessary to ascertain an officer's condition during his illness.

(e) If an officer uses sick leave on eight (8) or more occasions in any twelve (12) consecutive month period, he may be notified by the Chief or his designee that he is placed on restrictive sick leave for the next twelve (12) months. If the officer uses sick leave on eight (8) or more occasions during the second twelve (12) month period, he may be subject to termination. The officer shall be notified in writing when he is placed in this category. When an officer is on restrictive sick leave, he shall be subject to the following rules concerning use of sick leave:

1. He shall furnish a statement from a Medical Doctor (M.D.) or licensed Nurse Practitioner on the first day he returns to work to the Chief or his designee. The Statement shall contain the physician's report that the officer was off due to injury or, that the officer was unable to work on the days that he was absent.

2. If the officer does not furnish a physician's statement, as provided herein, he shall be subject to the following discipline:

- a. 1st offense - five (5) work days suspension without pay;

- b. 2nd offense - ten (10) work days suspension without pay;
- c. 3rd offense - termination.

3. Shall be restricted from off-duty law enforcement related employment.

(g) Officers not using any sick leave or injury leave from January 1st through June 30th of any calendar year shall receive one (1) extra work day off with pay July 1st of the same year. Officers not using any sick leave or injury leave from July 1st through December 31st of any calendar year shall receive one (1) extra work day off with pay January 1st of the following year. Such day off may be taken by the officer, schedule permitting and with consent of his supervisor. Officers who are not actively working for the entire referenced time period are not to be credited with the one (1) extra day off with pay.

(h) Officers on sick leave are prohibited from being gainfully employed by any employer other than the Unified Government or from being gainfully self-employed.

(i) Officers may be allowed to donate sick time to sworn officers of the Kansas City, Kansas Police Department who have a catastrophic or life threatening personal or immediate family illness. Immediate family is restricted to individuals currently defined as such by the FMLA. Officers must have at least one hundred (100) hours remaining after donating to participate. Officers may donate up to forty (40) hours. Sick time hours donated will not be

converted into any other form of compensation and donated sick time will not be paid upon separation from employment by the officer receiving the donated time. All other accrued leave and/or time must be exhausted before donated time can be used. Any sick time turned into the Department that is not used by the officer will be lost. Officers who have been disciplined for being in violation of the Department's sick leave policy within the previous twelve (12) months of the dated request shall not be eligible to participate in the process. Officers on disability are not eligible to receive donated sick time. The eligibility of an officer to receive donated sick time will be at the discretion of the Chief of police. The maximum number of donated sick leave hours is Fifteen (15) months.

G. Payment Beyond Accrued Vacation and Sick Leave

Any officer who, on account of a non-job related illness or injury, is absent beyond the period of time for which he has accrued sick leave and vacation leave may apply to be paid at the rate of one-half ($\frac{1}{2}$) his base salary he was receiving at the time the illness or injury commenced, for a period not to exceed six (6) months. The granting of such additional leave shall be at the discretion of the Unified Government's Board of Commissioners. A return to work for a period of thirty (30) consecutive days shall be a prerequisite to the vesting of an entitlement to any second or subsequent period of half-pay for sick leave.

H. Records of Sick Leave

It shall be the duty of the Department to keep a permanent record of sick leave and each

officer's accumulation and use of sick leave.

ARTICLE 22: COMPENSATION

Section 22.1 Salary

Officers in the respective ranks shall receive the following minimum monthly salary:

Years of Continuous Service	Rank	1-1-2016 1%	7-1-2016 2%	1-1-2017 2%
1 st and 2 nd Year	Probationary & Patrolman III & II	\$3,401.78	\$3,469.82	\$3,539.21
3 rd Year	Patrolman I	\$4,367.95	\$4,455.31	\$5,544.41
6 th Year	Senior Patrolman	\$5,234.68	\$5,339.37	\$5,446.16
11 th Year	Master Patrolman II	\$5,640.64	\$5,753.45	\$5,868.52
15 th Year	Master Patrolman I	\$5,781.66	\$5,897.30	\$6,015.24
20 th Year	Senior Master Patrolman	\$5,979.46	\$6,099.05	\$6,221.03
0-5 Continuous Years	Sergeants & Detectives	\$6,038.23	\$6,159.00	\$6,282.18
6-10 Continuous Years	Senior Sergeant & Detective	\$6,189.17	\$6,312.95	\$6,439.21
Over 10 Years	Master Sergeant & Detective	\$6,313.54	\$6,439.81	\$6,568.61

Section 22.2 Step Grades

Compensation for officers hired after January 1, 1978, will be determined by time in grade in accordance with the step grade plan. Officers in the respective ranks of Probationary Patrolman III to Master Patrolman shall progress through the steps on an annual basis determined by the officer's anniversary date provided that the officer receives the necessary

recommendations for these steps.

Probationary officers who have been suspended for seven (7) continuous work days or more during their probationary status shall not receive a step grade promotion to Patrol Officer I, 1-3 until they have served at least eighteen (18) months, plus the time of the suspension.

Section 22.3 Special Duty Pay

Officers employed in the following capacities will receive as special duty pay the following amounts per month in addition to their base pay:

A.	Bomb Technician	\$75.00
B.	C.S.I. Specialist I	\$30.00
C.	C.S.I. Specialist II (five continuous years of service With the Kansas City, Kansas Police Dept. C.S.I. Unit)	\$42.50
D	Undercover Narcotics Officer (assigned by the Chief)	\$100.00
E	Internal Affairs Unit Detective	\$100.00
F	Bilingual Officer	\$75.00
G	Canine Officer	\$150.00

Recruit PTO's shall receive \$3,000 per year.

An additional \$30.00 shall be paid to Identification Specialists who have qualified as expert witnesses by a District Court Judge(s) of the State of Kansas on at least two (2) occasions.

Section 22.4 Direct Deposit

The Unified Government shall offer direct deposit to individual officers using the procedures that the Unified Government designates.

Section 22.5 Longevity

The following longevity pay shall be added to the monthly salary of each sworn officer of the rank of First Class Patrolman or above who qualifies for such pay:

Police Officer	
5 years	\$46.03
8 Years	\$73.71
12 Years	\$101.32
16 Years	\$140.45
20 Years	\$156.63
25 Years	\$194.88

Section 22.6 College Incentive

New hires shall provide documentation evidencing their college degree to the Department either through the hiring process or to the training academy upon hire. Officers who obtain degrees after their date of hire with the Department shall provide documentation evidencing their college degree to the Chief's office. The following college incentive pay shall be added to the monthly salary of each qualified sworn officer after such officer's completion of their probationary period:

College Degree Achieved or
Hours Earned from
Accredited College

Acquisition of 12 credit hours in Courses enrolled in after 1-1-87 which are required toward a law enforcement degree or acquisition of 47 such hours by new hires of the Department who graduate from the KCK Police Academy after 1-1-90, provided that hours obtained during in-service training after 12-31-2008 shall not be counted toward the required number of hours.	\$ 50.00
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Associates of Arts or Sciences	\$ 100.00
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Bachelor of Arts or Sciences	\$ 125.00
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Master of Arts or Sciences	\$ 155.00
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Section 22.7 Tuition Assistance

Any sworn officer is eligible to receive tuition assistance from the Department under the following conditions:

1. The officer completes required credit courses toward a degree in Law Enforcement at an approved university or college with a grade of "C" or better. (The Chief and the F.O.P. President shall prepare a list of approved universities and colleges).

2. The officer may be reimbursed upon verification of completion of the course as provided in No. 1, and satisfactory proof of payment of tuition is furnished.

3. Reimbursement may be received for completion of up to six (6) credit hours in a semester at the maximum credit hour rate of:

Associate of Arts or Sciences	\$ 60.00
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Bachelor of Arts or Science	\$ 85.00
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Master of Arts or Science	\$110.00
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ARTICLE 23: OVERTIME PAYMENT

Section 23.1 Overtime Rate and Scheduling

All officers shall receive one and one-half (1-1/2) times their regular rate of pay (based on 178.75 hours per month) for work performed in excess of eight and one fourth (8 1/4) hours in a given work day. Compensatory time may be paid in lieu of overtime payment if the officer in his discretion so elects. Compensatory time accumulated after April 15, 1986, shall not exceed two hundred (200) hours. The Department will maintain two (2) separate lists of

compensatory time; one list for all compensatory time earned prior to April 15, 1986; the other list shall be for all other compensatory time earned after April 15, 1986. Compensatory time will be calculated at the same rate as overtime pay. Compensatory time will not be paid in lieu of overtime payment for any assignments which are funded by Federal grants or Federal funding sources. Once Federal Funding for overtime compensation for such assignments has been exhausted, the officers will have the option of taking compensatory time or overtime pay.

Overtime within the Bureau of Operations will be offered on the basis of seniority to officers who will work the overtime hours consecutively on the preceding or following shift and within the Division where the overtime becomes available. Absent exigent circumstances pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

Section 23.2 Unfilled Overtime Positions

If overtime hours are not filled under the provisions of Section 23.1 then reverse seniority shall be used to fill the overtime positions.

Section 23.3 Overtime for Call Back

Any officer who is called into work during his off-duty hours, which hours are not contiguous with that officer's regular shift, shall be paid a minimum of two (2) hours overtime for each call-in. Officers assigned to a twenty-four (24) hour on-call basis will not be compensated under this Article unless they are actually called out to perform a police function. Overtime shall be deemed to have commenced when an officer advises dispatch that he is in-

service and en route to the assignment.

Section 23.4 Overtime Within the Criminal Investigations Bureau

This section will apply only to Detectives who are assigned to the Criminal Investigations Bureau.

The need to offer overtime positions for the Criminal Investigations Bureau will be determined by the Bureau Commander, or his designee. Whenever Detectives are needed for overtime positions such overtime shall be assigned by a seniority list, maintained by the Department, based upon time in grade, as set forth in section 6.4 of the Memorandum. The Department shall fill all needed overtime positions in order of seniority. If a Detective on the list is off-duty, an attempt to contact the Detective shall be made by using the telephone number listed by the Detective in the personnel directory. If contact is not made with the Detective by this attempt there is no further obligation to contact the Detective on this occasion. There is no requirement to contact Detectives who are on any type of leave (sick, holiday, vacation, Comp time, FMLA, etc.).

Each separate instance of a determined need to fill overtime positions in the Criminal Investigations Bureau will require that the procedure outlined above be initiated, from the beginning of the seniority list, starting with the most senior Detective.

Any Detective who does not want to be placed upon the list for overtime may, at his discretion, have his name removed from the seniority list for the purposes of forfeiting overtime. Any such Detective may also elect to place his name back on the seniority list, at any time.

If overtime hours cannot be filled under the provisions outlined above then reverse seniority shall be used to fill the overtime positions. Detectives who elect not to be on the regular overtime list are not exempt from reverse seniority overtime.

The provisions of this section shall not apply to any special investigative task-force units or to overtime which is related to a Detective's normal assigned duties or cases. This section will also not apply to Metro-Squad Investigations.

Section 23.5 Overtime for Officers Assigned to the Community Policing, Vice, Narcotics and School Resource Officer Units.

Overtime within the Community Policing, Vice, Narcotics, and School Resource Officer Units will be offered on the basis of Department seniority to officers assigned to their unit who will work the overtime hours consecutively on the preceding or following shift. When feasible, pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty.

This section shall not apply if the overtime relates to a specific ongoing assignment, assigned case, task force, trained skill, geographical responsibility, community group or designated school, of a particular officer.

Section 23.6 Overtime for Report Desk Personnel

Officers who bid the report desk position will not be assigned to any police duties outside the report desk, such as assignment to district cars, during the period of their normal bid/assignment to the report desk, and those officers are not eligible for overtime as outlined in this article, except that, when overtime is created as a result of the absence of a report desk officer, that overtime shall be offered to the report desk officers on the preceding and

succeeding shifts.

ARTICLE 24: COURT TIME

Officers shall receive pay at the overtime rate for a minimum of one (1) hour or time actually worked, whichever is greater, for court appearances arising from the officer's direct employment as a Kansas City, Kansas Police Department Officer, when they are required to appear while off duty. Officers will not receive court time pay for appearances while on duty. Officers so appearing will receive one (1) hour's pay at the overtime rate for travel for each court appearance provided that at least two (2) hours has passed between the termination of one court appearance and the beginning of the next. Officers will not receive court overtime pay for a court appearance arising from off-duty employment. Officers shall have the option of selecting compensatory time or overtime payments for all court time.

ARTICLE 25: CLOTHING - UNIFORM ALLOWANCE

All sworn personnel in the Department of the rank of Probationary Patrolman II and above shall receive a yearly uniform allowance in the following sums:

2016-2017 – One thousand forty-five dollars (\$1,045)

This uniform allowance will be dispersed in a manner designated by the Department. Officers assigned to plainclothes duty for six (6) months or more shall receive a cash clothing allowance, as specified above, to be paid in January or February of each year of this Memorandum. All other officers shall be given the option to receive twenty-five percent (25%) of their uniform allowance in cash in the first quarter of each year of this Memorandum.

Officers who fill a vacant position in a unit which requires a uniform other than a Class

A uniform shall receive three (3) uniform shirts and trousers for that unit if the uniform is different from the previous unit. If the officer leaves the position within twelve months of the issuance of the clothing the three (3) uniforms provided will be returned to the Department.

If an officer requests an item from a vendor in conformity with the general orders and said item is not delivered before the end of the calendar year, the Unified Government shall carry over that item as a purchase order into the next year and it shall not be deducted from the officer's clothing allowance for the following year.

The initial cost of any new issue or newly required equipment shall be fully borne by the Unified Government and will not be subtracted from an officer's uniform allowance.

Detectives promoted after January 1, 1995 shall maintain one Class A uniform and the requisite Class A equipment, if it was issued to them by the Department.

Any officer who fails to maintain his or her uniforms in an acceptable manner may be subject to discipline.

ARTICLE 26: HOLIDAYS

Officers shall receive one (1) day off with pay in compensation for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Alternative days off in lieu of a holiday with pay, if not taken within twelve (12) months of the occurrence of the actual holiday shall be forfeited by the officer, except for officers on military leave.

Officers shall, in addition to the above holidays, receive all other holidays declared to be such by the Unified Government's Board of Commissioners for the benefit of other Unified Government employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday.

ARTICLE 27: INSURANCE COVERAGE

The Unified Government agrees, during the term of this Memorandum, to offer the officers of the bargaining unit the same medical plans(s) which are made available to the Unified Government's employees generally.

A. Employee Premium.

Prior to January 1, 2016, UG agrees to pay for one hundred percent (100%) of the insurance premium for each covered employee for the employee's cost of coverage elected under either the single or family coverage offering. Beginning on January 1, 2016 and for the remainder of the term of the agreement, each covered employee shall make monthly medical plan premium payments for either single or family coverage elected at the rate of \$30 per month. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium for the least expensive medical plan provided or administered by a major reputable carrier recommended by the joint committee and approved by the Unified Government administrator.

b. Family premium.

Employees electing to obtain dependent coverage under a family coverage under the medical plan(s) will pay 25% of the premium cost of the dependent portion of family coverage in addition to the applicable employee premium cost of \$30 per month discussed in subsection a. above, and the Unified Government shall pay the remaining contribution for the least expensive medical plan provided or administered by a major reputable carrier recommended by the joint committee and approved by the unified government administrator.

c. Election of More Expensive Plans.

Should the Unified Government offer a more expensive medical plan(s), and the officer elects to be covered by the same, then the officer will pay any additional premiums.

D. Premium Deductions.

The officer's share of the premiums shall be deducted from his paycheck. Employees may elect to have their insurance premiums paid with pretax dollars.

ARTICLE 28: MISCELLANEOUS PROVISIONS

Section 28.1 Off Duty Responsibility

Any action taken by a member of the force on his time off, which action would have been taken by an officer on active duty if present or available, provided an emergency exists which would constitute a felony violation or potential felony violation or incident which could involve bodily injury, in accordance with the Rules and Regulations of the Department, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

The Unified Government will provide each employee a handbook containing the Rules and Regulations of the Department. A copy of this will be posted at Police Headquarters and all Divisions and Bureaus.

Section 28.2 Civil Suits

In the event of a civil suit against an officer arising from the performance of his duties while acting within the scope of his employment, the Unified Government shall provide legal counsel and will indemnify the officer as provided in the Kansas Tort Claims Act K.S.A. 75-6101 et seq.

Section 28.3 Contagious Diseases - Medical Expenses for Officer's Family

The Unified Government agrees to pay all expenses for inoculation or immunization shots for members of an officer's family when such becomes necessary as a result of said officer's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 28.4 Burial Expenses Funeral and Reasonable Burial Expenses

The Unified Government agrees to defray all funeral and burial expenses, not paid in accordance with workers' compensation, of any officer of the Police Department killed in the line of duty or who dies a duty related death. The Unified Government also agrees to pay the cost of having such deceased officer's name engraved on the Police Memorial Monument.

Section 28.5 Officer's Rights

Any officer may review at any time the records concerning the individual officer within the Chief's office, Personnel office and the Internal Affairs Unit, and receive a copy of same at

his request.

Section 28.6 Police Range Firearms Qualification

(a) Each employee will be properly qualified with all weapons available for his use. This qualification shall be done at least twice (2) yearly, and not more than six (6) months shall elapse between qualifications. The Department shall maintain a complete record of qualifications, stating therein ammunition used, weapon used, and the score. Any officer who fails to qualify, for any reason, during their assigned qualification period, unless excused in writing by the Bureau Director, shall be removed from the payroll until such time as the officer successfully qualifies.

(b) The Unified Government agrees that it shall provide all necessary equipment to efficiently operate the facilities. Operating expenses will be paid by the Unified Government.

(c) The Unified Government will release all personnel from their duties to qualify with their weapons, at no loss of time to the employee. If the employee is called in on his off duty time, he will be compensated according to Article 23.

(d) All sworn employees will have preference in use of the range under all circumstances.

Section 28.7 Bilingual Officers

1. At least one (1) month prior to the annual bid, the Department shall issue a call for interest for any officer who wishes to serve as a bilingual officer. To be eligible for selection as a bilingual officer, such officer must either be certified as a bilingual officer after responding to the call for interest or must have been previously certified as a bilingual officer. The Department shall cover the cost of such certification. Officers who express an interest in

serving as a bilingual officer and who either receive a certification attesting to their fluency in a language other than English or have been previously so certified, shall receive \$75.00 per month as special duty pay. The Department shall choose the specific languages for which it determines certified bilingual officers are needed. The Department shall determine the number of certified bilingual officers which are needed for each language chosen. If interest is expressed by more officers than the Department determines is needed for any specific language, the selection of officers to fill the available positions shall be based upon seniority.

2. On-duty certified bilingual officers shall be required to respond to any scene as directed by the Department to provide assistance. Unless otherwise authorized by an on-duty supervisor, no on-duty certified bilingual officer who receives special duty pay may refuse to respond upon request.

3. Spanish Speaking On Call Rotation.

a. The Department shall establish an on-call list based on seniority of Spanish speaking bilingual officers prior to the annual bid. The on-call list shall rotate on a weekly basis. Starting with the most senior officer on the list, one certified Spanish speaking bilingual officer per week shall be designated as on-call from Sunday at 0001 hrs. to Saturday at 2359 hrs. After serving for one (1) week the officer shall be placed on the bottom of the list.

b. When called out to respond to an incident, the on-call certified bilingual officer shall receive call back pay plus an additional hour at the overtime rate or the total time working at the overtime rate, whichever is greater.

c. The on-call certified bilingual officer shall respond to any call out during the week they are designated as on-call regardless of whether he or she is on any type of paid leave or unpaid regular days off.

d. The on-call certified bilingual officer may switch on-call weeks or individual days with the approval of the Chief or his designee.

e. On-call certified bilingual officers who fail to respond to a call-out situation shall be removed from the list of certified bilingual officers for the remainder of the bid year and they shall forfeit any future monthly special duty pay unless the Chief determines that there is a legitimate reason for the officer's failure to respond. Officers who are removed from the on-call list may re-submit their application to serve as a bilingual officer during the following year's call for interest.

4. On-Call Rotation for Languages Other than Spanish.

a. The Department shall follow the on-call procedure for Spanish speaking certified bilingual officers in establishing an on-call rotation for non-Spanish speaking bilingual officers, except that non-Spanish speaking bilingual officers shall not be required to respond to call outs when they are on any paid leave or are off on unpaid regular days off.

ARTICLE 29: SAFETY AND HEALTH

Section 29.1 Alcohol and Drug Free Workplace

All officers included in the bargaining unit shall be subject to random drug and/or alcohol testing separate from and in addition to testing based upon the reasonable suspicion that the person is under the influence of drugs and/or alcohol. Except as hereafter agreed to in writing by the parties, random drug and/or alcohol testing shall be performed in accordance with the policies and procedures set forth in the Statement and Policy on Substance Abuse and Drug and Alcohol Testing for the Bargaining Unit of the Kansas City, Kansas Police Department. The provisions of Article 14 and 15 of this Memorandum are not abrogated or

amended by the language of this provision. Any discipline for a positive test result shall be imposed solely by the Chief of Police who shall not be bound by the policies applicable to any other Department.

Section 29.2 Smoke Free Workplace

Smoking by employees upon the Department's or Unified Government's premises or in Department owned, operated and controlled vehicles is prohibited except in designated areas. Any violations may subject employees to discipline.

Section 29.3 Physical Fitness

A joint committee of two officers and two commanders shall be appointed equally by the Chief and the Union President to serve on the joint physical fitness committee. The committee shall have a chairman, elected by the committee's members. The committee shall meet regularly and shall report to the Chief and the Lodge on any recommendations it may have concerning programs, testing and facilities, for the development and implementation of a physical fitness program for the Police Department. A physical fitness program, which must be approved by the Department and the Lodge, shall contain voluntary standards, and a bonus/award system of two award days on an annual basis for those who voluntarily meet its standards.

Section 29.4 Americans With Disabilities Act

Both parties are subject to the terms of the Americans with Disabilities Act (ADA).

Section 29.5 Police Firing Range / Lead Contamination

Officers assigned to the police firing range as the Department's rangemaster or assistant

rangemaster shall be provided an annual test for lead poisoning. Two officers assigned to the tactical unit, who have had the most exposure at the police range, shall also be provided an annual test for lead poisoning. If the test result(s) is not within OSHA guidelines, the Department will test the remaining tactical unit officers.

ARTICLE 30: ENTIRE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the Unified Government and/or the City of Kansas City, Kansas and the members of the Lodge and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to City ordinances existing at the date of this Memorandum. Any conflict which may exist between existing City ordinances and provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the Unified Government and the Lodge for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively, but may if mutually

agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 31: SAVINGS CLAUSE

Should any term or provision of this Memorandum be in conflict with any State or Federal statute or other applicable law or regulation binding upon Kansas City, Kansas, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of the Memorandum shall not be affected thereby. The parties shall then enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32: DURATION

This agreement shall be effective from January 1, 2016 and shall terminate at the close of business on December 31, 2017. This agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2017 or until the parties reach a successor agreement.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT AND THE LODGE have

hereunto set their hands this _____ day of _____, 2015.

FOR THE UNIFIED GOVERNMENT
OF WYANDOTTE COUNTY AND
KANSAS CITY, KANSAS

FOR THE FRATERNAL ORDER
OF POLICE, LODGE #4

DOUG BACH,
COUNTY ADMINISTRATOR

PRESIDENT

ATTEST

CHIEF LODGE STEWARD

UNIFIED GOVERNMENT CLERK

VICE PRESIDENT

TERRY ZEIGLER,
CHIEF OF POLICE

SECRETARY

NEGOTIATOR,
LT. COL. KEVIN STEELE

TREASURER

NEGOTIATOR,
LT. COL. TYRONE GARNER



Staff Request for Commission Action

Tracking No. 15293

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

Date of Standing Committee Action: NA
(If none, please explain):

Publication Required: No

<u>Date:</u> 12/07/2015	<u>Contact Name:</u> Joe Connor, Assistant County Administrator	<u>Contact Phone:</u> x6724	<u>Contact Email:</u> jconnor@wycokck.org	<u>Department/Division:</u> Administrator's Office
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Item Description:

A resolution authorizing execution of a Memorandum of Understanding (MOU) between the Unified Government and Plumbers Local Union No 8.

Action Requested:

Adopt resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Reso, MOU

RESOLUTION NO. _____

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:**

That the County Administrator of the Unified Government of Wyandotte
County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified
Government Clerk is hereby authorized and directed to attest the signature of said
County Administrator and to attach the seal of the Unified Government thereto as the
voluntary act of the Unified Government to a Memorandum of Understanding between
the Unified Government of Wyandotte County/Kansas City, Kansas, and Plumbers Local
Union No.8.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2015.**

Mark Holland, Mayor/CEO

ATTEST:

Unified Government Clerk

Approved as to Form:

Kenneth J. Moore
Chief Counsel

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIFIED GOVERNMENT OF

WYANDOTTE COUNTY,

KANSAS CITY, KANSAS

AND

PLUMBERS LOCAL UNION NO. 8

JANUARY 1, 2015 – December 31, 2017

MEMORANDUM OF UNDERSTANDING

ARTICLE I – INTENT AND PURPOSE.

This **MEMORANDUM OF UNDERSTANDING**, dated ____ day of _____, 2015 by and between the Unified Government, Wyandotte County, Kansas City, Kansas, and the Plumbers and Gas Fitters Local No. 8, Kansas City and Vicinity, is entered into for the purpose of establishing rates of wages and specified working conditions. The Local Union Working Agreement or “Agreement” (Joint Agreement between Mechanical Contractors Association and Plumbers Local Union No. 8, marked exhibit A and attached hereto) shall be recognized except as amended, deleted, modified or supplemented by the provisions of this Memorandum.

ARTICLE II – RECOGNITION.

The Unified Government of Wyandotte County, Kansas City, Kansas, (hereunto the U.G.) recognizes and acknowledges the above stated Plumbers and Gas Fitters Local No. 8, Kansas City and Vicinity, (hereunto the “Union”) as the exclusive bargaining representative pursuant to the Public Employee Relations Act for all Plumbers employed by the Building and Logistics Department of said U.G.

ARTICLE III – EMPLOYER’S RESPONSIBILITY.

Section 1. Except as specifically set out herein, nothing in this Memorandum shall be construed as divesting the U.G. of any of its management rights vested by the Kansas Public Employee Relations Act or as delegating to others the authority conferred by law on the U. G. or in any way abridging or reducing such authority.

Section 2. The right to hire, promote, layoff, assign, transfer, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the U.G., except the Union member shall not be discriminated against due to their Union membership. Persons subject to this agreement shall be considered as employees of the U.G. and subject to all policies, orders, and directives, written or oral, of the Unified Government, Wyandotte County, Kansas City, Kansas, the Commissioners, the County Administrator and such other persons designated as supervisors of said employees except as modified or provided elsewhere herein. In the case of promotion, the U.G. agrees to recognize qualifications (including training, education, experience, ability and past performance) of the affected employee and then recognize standard seniority rules and practices. In the case of layoff the U.G. shall use seniority as the determining factor in selecting the employees to be laid off.

Section 3. The U.G. may adopt additional reasonable rules and regulations and amend the Human Resources Guide and other policies, orders and directives from time to time, and the U.G. and the Union will agree that any such changes, additions or amendments not in conflict with this Memorandum of Understanding shall be in full

force and effect. Disputes concerning the application or interpretation of any changes, additions or amendments as provided in this section may be submitted by the Union to arbitration as provided hereunder. To the extent practical, the U.G. will give prior notification of such rules and regulations to the Union.

Section 4. This memorandum shall be construed as requiring the employees to follow the provisions herein in the exercise of the authority conferred upon the U.G. by law.

ARTICLE IV – FILLING OF VACANT POSITIONS.

When a permanent job vacancy exists in a bargaining unit position, the U.G. may determine within forty-five (45) days from the declaration of the vacancy by the U.G., whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within sixty (60) working days from the determination to fill it or within a reasonable time thereafter. However, even if the U.G. initially determines not to fill a position, the U.G. expressly reserves the right, at any time, to determine that such a position should be permanently filled and then post the same for bid.

If the U.G. determines that a position is to be filled, the following procedure shall govern:

- (a) Such job vacancies shall be posted for ten (10) working days along with the information related to the qualifications required for the position is assigned. The affected bargaining unit local will be sent a copy of the job vacancy posting.
- (b) Applicants desiring to apply for a job vacancy may do so by being qualified and/or certified. In order for an applicant to be considered, a U.G. employment application and related application materials must be submitted to Human Resources within the specified guidelines.
- (c) Such vacancies shall be awarded to the best qualified applicant considering the applicants training, education, experience, ability and past performance as long as such selection does not contravene any affirmative legal responsibility place upon the U.G. and the applicants successful completion of a drug screen and physical examination.

ARTICLE V – WAGES.

Section 1. The basic rate of pay for the Plumbers as enumerated in the Agreement shall be:

Effective Date	Wage Rate/Hour
1/1/15	\$31.48
5/1/15	\$31.94
7/1/16	\$32.42
1/1/17	\$33.07

Section 2. Employer shall be responsible to pay the full cost of fringe benefits and supplementary dues in accordance with the current Master Agreement entered into by the Local Union and Mechanical Contractors Association of Greater Kansas City. The parties agree that in the event the two current bargaining unit members of the union are no longer employed by the Employer as bargaining unit members, the contract will be reopened. In the event that a current bargaining unit member is no longer employed as a bargaining unit member for disciplinary reasons, the contract will not be reopened until any grievance is resolved. If the grievance results in the current bargaining unit member being reinstated, then the contract remains in effect. If not, then the contract will be reopened.

Section 3. As fringe benefits change under the Agreement, the craft shall obtain from the Plumbers Union Local #8 a written statement of the changes and the effective date thereof, and upon written notice sent by registered mail, to the County Administrator and the Human Resources Department, the U.G. will adjust the fringe benefits to conform to the changes in the Agreement provided the notice of the change is received within forty-five (45) days of the effective date of the pay and fringe benefit change.

Section 4. Bargaining unit members shall be permitted to contribute up to \$10.00 per hour to the defined contribution plan of the Union.

Section 5. No person subject to this Memorandum shall be eligible to purchase, receive or participate in any health insurance contract, program or benefit provided to other U.G. employees, including all preferred provider organizations, health maintenance organizations or indemnity policies and coverage unless said person bears the cost of said insurance or coverage without any U.G. contribution. All such persons shall be eligible to participate, receive or purchase any dental insurance provided by the U.G.

ARTICLE VI – WORKING CONDITIONS.

All working conditions including vacations, paid holidays, sick leave, jury duty, maternity leave, injury leave, discharge, discipline and all other matters constituting working conditions shall be subject to and regulated by the policies of the U.G. as expressed in the Human Resources Guide, and amendments thereof except as may be inconsistent with the terms of this Memorandum of Understanding.

ARTICLE VII – STRIKES AND LOCKOUTS.

Section 1. There shall be no stoppage of work either by strike or lock out because of any dispute over matters relating to this Memorandum.

Section 2. There shall be no work stoppage in the event of any construction industry strike or problems or lockouts.

ARTICLE VIII – UNION SECURITY.

Notwithstanding any provisions of the attached Agreement and specifically Article IV of said Agreement, to the contrary, the Union recognizes and acknowledges that the Kansas Constitution at Article 15, Section 12 and K.S.A. 75-4324 provide and guarantee an employee the right to work regardless of union membership or affiliation and the parties hereto are bound thereby. Under the provisions of said law, the Union recognizes that the U.G. cannot require as a condition of employment that all employees of the U.G. covered by the attached Agreement will be members of the Union in good standing while so employed by the U.G.

Article IX – FRINGE BENEFIT PROGRAM.

If it is held by a Court of competent jurisdiction that the U.G. is prohibited from entering into or becoming a party to the provided trust agreements or funds set out in the Agreement at Article V, then the U.G.'s obligation to continue its commitment hereunder shall cease.

Article X – HOURS OF WORK, OVERTIME, AND SHIFTWORK.

Sections 1-10 of Article IX of the Agreement are deleted and the subjects expressed therein shall be governed by the provisions of the U.G.'s Human Resources Guide.

Eight hours constitute a day's work. Any time worked in excess of eight (8) hours per day or any work performed on a Saturday or Sunday shall be paid at the rate of one and one-half (1 1/2) times the actual hourly rate.

An employee called in to perform services related to the job shall be paid in accordance with the Agreement. In no event shall an employee receive less than two (2) hours compensation at the overtime rate of pay for every call-in on days off, furlough days, holidays or other scheduled leave time. Management retains the right to schedule the employees in accordance with the best interest of the Unified Government.

No foreman shall be required on any project unless three (3) or more fulltime plumbers are employed by the Unified Government. If three (3) fulltime plumbers are so employed, the Unified Government shall designate one (1) person as a fulltime foreman.

Article XI – PAYDAY AND PAYROLL CHECKS.

The U.G. has adopted a bi-weekly payroll system. Represented employees are paid each two weeks, as opposed to weekly. This practice shall in no way modify the amount of compensation to be received by the represented employees as provided herein.

Article XII – GRIEVANCE AND ARBITRATION PROCEDURE.

In the event of any dispute or grievance arising under the terms and provisions of the Memorandum or of any difference between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from any unmeritorious grievances. A union representative may be present during any step of the grievance procedure.

Step 1: Within ten (10) days of the occurrence or events giving rise to the grievance or dispute, or within ten (10) days of when the affected employee or employees became aware of such occurrences or event, whichever is longer, the matter must be taken up between the involved employee or employees and their supervisor. First, the employee shall verbally explain to his supervisor the nature of the grievance. The supervisor must communicate his decision to the grievant verbally within five (5) days of the Step 1 meeting.

Step 2: If the grievance is not satisfactorily adjusted under step 1, a written grievance shall be submitted to employee's supervisor within five (5) days after the supervisor has provided his verbal decision pursuant to Step 1. Within five (5) days thereafter, the supervisor must submit a written answer to the grievance.

Step 3: If the supervisor's written answer does not resolve the matter, a written appeal shall be made to the division head within five (5) days after the U.G. receives the supervisor's written report pursuant to step 2. The division head shall attempt to resolve the matter, and shall give a written answer within five (5) days after receiving the written appeal.

Step 4: If the division head's written answer does not resolve the grievance, a written appeal shall be taken to the department head within five (5) days after the receipt of the division head's written response. The department head shall attempt to resolve the matter in a meeting of the concerned parties, and shall give a written answer within five (5) days after the receipt of the written appeal of the division head's decision.

Step 5: If the matter has not been resolved in Steps 1-4, it may be submitted to the County Administrator within five (5) working days after receipt of the department head's written decision. The County Administrator shall render a decision in writing within ten (10) days thereafter.

Step 6: If the County Administrator's decision is not satisfactorily to the Union, or if the parties are otherwise unable to satisfactorily resolve the dispute, arbitration may be requested by the U.G. or the Union, in the following manner:

- (a) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 5.
- (b) Within fifteen (15) calendar days after the notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from such a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS panel request is served fails to execute and send such request within fifteen (15) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.
- (c) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on all parties.
- (d) Once an arbitrator has been selected by the parties, the parties shall act with all deliberate speed to schedule a hearing for the arbitration.
- (e) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- (f) The cost of the arbitrator shall be shared equally by the U.G. and the Union.

Article XIII – SUBCONTRACTING.

Article XVI of the Agreement related to subcontracting is hereby deleted.

Article XIV – DURATION.

Article XV of the Agreement is deleted. This Memorandum shall be in full force and effect from January 1, 2015, (effective date), to and including December 31, 2017, (expiration date), and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Memorandum is served by either party upon the other

not less than thirty (30) and not more than ninety (90) days prior to the expiration date. The attached agreement shall be deemed a part of this Agreement.

When no such cancellation or termination notice is served and the parties desire to continue said Memorandum, but also desire to negotiate changes or revisions in this Memorandum, either party may serve the other a written notice not less than thirty (30) and not more than ninety (90) days prior to the expiration date advising that such party desires to revise or change terms or conditions of such Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2015.

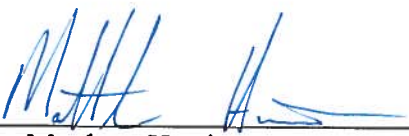
EMPLOYER

UNION

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY, KANSAS
CITY, KANSAS

PLUMBER'S LOCAL UNION NO. 8

By: _____
Doug Bach
County Administrator

By:  _____
Matthew Harris
Business Representative

Director of Human Resources

Approved as to form:

Kenneth J. Moore, Chief Counsel

ATTEST:

Unified Government Clerk