

**UPDATE AS OF (2ND)
AUGUST 30, 2018 UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS MEETING
ORDER OF BUSINESS
MEETING TO CONVENE AT 7:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY REVEREND MIKE MAY, ST. LUKE'S LUTHERAN CHURCH (RETIRED)**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO THURSDAY, AUGUST 30, 2018 AGENDA**
 - BLUE SHEET – ADMINISTRATOR’S AGENDA**
New Item No. 1 – Resolution: MOU with United Food & Commercial Workers District Union Local Two Public Safety Dispatch Division
 - PINK SHEET – REGULAR CONSENT AGENDA**
Revised Item No. 2 – Resolution: Revised management agreement for the Downtown Grocery Store.
- VI. MAYOR’S AGENDA**
- VII. 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.)
- VIII. PLANNING AND ZONING CONSENT AGENDA**
- IX. PLANNING AND ZONING NON-CONSENT AGENDA**
- X. REGULAR CONSENT AGENDA**
- XI. PUBLIC HEARING AGENDA**
- XII. STANDING COMMITTEES’ AGENDA**
- XIII. ADMINISTRATOR’S AGENDA**
- XIV. COMMISSIONERS’ AGENDA**
- XV. LAND BANK BOARD OF TRUSTEES’ CONSENT AGENDA**
- XVI. PUBLIC ANNOUNCEMENTS**
- XVII. ADJOURN**

SERGEANT-AT-ARMS: CAPTAIN OSVALDO NAVARRO

VI. MAYOR'S AGENDA

1. PRESENTATION: WYANDOTTE COUNTY 4H SHOOTING SPORTS TEAM

Synopsis: Presentation of a signed Daisy BB Red Ryder to Mayor Alvey from the Wyandotte County 4H Shooting Sports Team who recently won first place at the Daisy BB Nationals match in Rogers, Arkansas.

Tracking #: 18384

2. VOTING DELEGATES: KANSAS ASSOCIATION OF COUNTIES (KAC) CONFERENCE

Synopsis: Designation of Commissioner Philbrook as voting delegate and Commissioner Burroughs and Bridgette Cobbins as alternate voting delegates for the Kansas Association of Counties (KAC) 43rd Annual Conference to be held in Overland Park, KS.

Tracking #: 18385

3. BUDGET REVISION: CONVICTION INTEGRITY UNIT

Synopsis: The Unified Government 2018 Amended 2019 Approved Budget set aside funding for a Conviction Integrity Unit within the District Attorney's Office to be held in a special account until authorization for expenditure by the Full Commission. Per Commission action, this funding was to be held until an opinion from the AG was provided. That opinion has been provided, thus this action is submitted to allow the District Attorney to move forward as planned by the Commission in the fourth quarter (October 1) of this year. Request submitted by Kathleen VonAchen, Chief Financial Officer.

Tracking #: 18392

PLANNING AGENDA

VIII. PLANNING AND ZONING CONSENT AGENDA

A. CHANGE OF ZONE APPLICATION

1. #3166 - KENNETH MILLER

Synopsis: Change of Zone from A-G Agriculture District to R-1 Single Family District to divide lots with existing residential homes at 13120 Leavenworth Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774
(RECOMMENDED FOR APPROVAL)

Tracking #: 18375

B. SPECIAL USE PERMIT APPLICATIONS

1. #SP-2018-63 - ANDREW MORGANS WITH MARKNOLOGY LLC

Synopsis: Home Occupation Special Use Permit for an AIRBNB at 616 Elizabeth

Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774
(RECOMMENDED FOR APPROVAL FOR 1 YEAR)
Tracking #: 18376

2. **#SP-2018-65 - JOSEPH COLLINS WITH STRAWBERRY HILL BREWING COMPANY**

Synopsis: Special Use Permit for a drinking establishment and microbrewery operation at 601 Central Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

Tracking #: 18377

3. **#SP-2018-67 - ROBERT DIMOND JR. WITH D.A. GROUP, INC**

Synopsis: Special Use Permit for the expansion of an existing automotive repair business at 1017 Merriam Lane, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL FOR 2 YEARS)**

Tracking #: 18378

C. VACATION APPLICATION

1. **#A-2018-5 - WIL ANDERSON WITH BHC RHODES**

Synopsis: Vacation of an alley between 444 Shawnee Road, 411 Stine Avenue, 1417 South 5th Street and 448 Shawnee Road, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 18379

D. PLAN REVIEW APPLICATION

1. **PR-2018-18 - BRIAN HILL WITH MKEC ENGINEERING (BRUNE ELEMENTARY)**

Synopsis: Preliminary Plan Review for an elementary school at 8833 Waverly Avenue, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 18380

E. MISCELLANEOUS - ORDINANCES (Final action on previously approved items)

1. AN ORDINANCE rezoning property at 950 and 952 Kansas Avenue (#3163) from C-3 Commercial District to MP-1 Planned Light Industrial and Industrial Park District, submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**
Tracking #: 18328
2. AN ORDINANCE vacating an alley between 609 and 631 Central Avenue (#A-2018-3), submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774 **(RECOMMENDED FOR APPROVAL)**

Tracking #: 18333

3. AN ORDINANCE vacating a utility easement at 4807 North 124th Court (#U/E-2018-4), submitted by Robin H. Richardson, AICP, Director of Planning, 573-5774
(RECOMMENDED FOR APPROVAL)
Tracking #: 18334

IX. PLANNING AND ZONING NON-CONSENT AGENDA

TAX STATUS REPORT BOARD OF COMMISSIONERS AGENDA FOR AUGUST 30, 2018

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

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

REGULAR AGENDA

X. REGULAR CONSENT AGENDA

1. COMMUNICATION: PROPOSED 2019 HOLIDAY SCHEDULE

Synopsis: A communication submitting a proposed 2019 holiday schedule, submitted by Bridgette Cobbins, UG Clerk.

Tracking #: 18389

2. RESOLUTION: MANAGEMENT AGREEMENT FOR DOWNTOWN GROCERY STORE

Synopsis: A resolution authorizing the approval of a Management Agreement with Community Mercantile, Inc. (The Merc) for a downtown grocery store (5th &

Minnesota Avenue), submitted by Jon Stephens, Economic Development Director.

*On August 20, 2018, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 18351

3. RESOLUTION: PLANNING, DESIGN, CONSTRUCTION AND STABILIZATION FUND FOR A DOWNTOWN GROCERY STORE

Synopsis: A resolution authorizing the County Administrator to enter into contracts for the planning, design, construction and stabilization reserve fund for a downtown grocery store, in an amount up to \$6M, submitted by Jon Stephens, Economic Development Director.

*On August 20, 2018, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 18352

4. RESOLUTION: SET PUBLIC HEARING DATE FOR DOWNTOWN GROCERY REDEVELOPMENT DISTRICT (TIF)

Synopsis: A resolution setting a public hearing date of October 11, 2018, to consider the creation of a Downtown Grocery Redevelopment District located between 5th and 6th Street, Minnesota Avenue and Armstrong Avenue, submitted by Jon Stephens, Economic Development Director.

*On August 20, 2018, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.*

Tracking #: 18353

5. PLAT: ROSEDALE MIDDLE SCHOOL

Synopsis: Plat of Rosedale Middle School located along Booth Avenue between Rainbow Blvd. and Southwest Blvd., being developed by USD #500 of Kansas City, Wyandotte County, Kansas, submitted by Brent Thompson, Director of Engineering/County Surveyor, and Troy Shaw, County Engineer.

Tracking #: 18388

6. NOMINATIONS: BOARDS AND COMMISSIONS

Synopsis: Nominations for Boards and Commissions:

Planning and Zoning Commission, Steve Neal, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Library Board, Pat Garmon, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Self-Supported Municipal Improvement District, Albert Deleon, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Advisory Commission on Human Relations & Disability Issues, Don Jolley, 8/30/18 to 3/31/22, submitted by Commissioner Kane
Golf Advisory Board, Jeff Manning, 8/30/18 to 3/31/18, submitted by Commissioner Kane
Housing Authority, Jacques Barber, 8/30/18 to 3/31/22, submitted by Commissioner Kane
Law Enforcement Advisory Board, Scott Mackey, 8/30/18 to 6/30/22, submitted by Commissioner Kane
Library Board, Angela Lawson, 8/30/18 to 3/31/22, submitted by Commissioner Kane
Planning and Zoning Commission, Jeff Carson, 8/30/18 to 3/31/22, submitted by Commissioner Kane
UG Board of Park Commission, Craig Howell, 8/30/18 to 3/31/22, submitted by Commissioner Kane
Wyandotte/Leavenworth Area Wide Advisory Council on Aging, Deloris Pinkard, 8/30/18 to 3/31/20, submitted by Commissioner Kane
Tracking #: 18354

7. **MINUTES**

Synopsis: Minutes from regular sessions of July 12 and 26, 2018; and special sessions of July 16, 19, 23, 26, and 30, 2018.

Tracking #: MINUTES

8. **WEEKLY BUSINESS MATERIAL**

Synopsis: Weekly business material dated August 2, 9, 16, and 23, 2018.

Tracking #: WEEKLY BUSINESS MATERIAL

XI. PUBLIC HEARING AGENDA

XII. STANDING COMMITTEES' AGENDA

XIII. ADMINISTRATOR'S AGENDA

XIV. COMMISSIONERS' AGENDA

1. **TRAVEL REQUEST: COMMISSIONER PHILBROOK**

Synopsis: Request to travel to Wichita, KS, to attend the 2018 Workforce Innovation and Opportunity Conference, hosted by the Kansas Department of Commerce, the Kansas Board of Regents, and the Kansas Department for Children and Families, submitted by Commissioner Philbrook.

Tracking #: 18390

XV. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

1. **LAND BANK BUSINESS**

Synopsis: Communication requesting consideration of the following Land Bank

applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board has recommended approval.

Applications for yard extension, unless noted otherwise

1710 State Ave. - Miguel Morales
4218 Orville Ave. - Maria Cervantes
2066 Springfield Blvd. - Jeanne Johnson
1108 Greeley Ave. - Rene Ojeda
1217 Georgia Ave. - Jovan Ledbetter
1052 Barnett Ave. - Joseph Sajiv
1873 N. 27th St. - Ioan Porta
259 S. Bethany St. - Jose Ordaz
2569 Cissna St. - Deborah Cunningham
1045 Waverly Ave. - Yvonne Porter
1334 Rowland Ave. - Teola Tillman
1223 Haskell Ave. - Christopher Connor
714 N. 10th St. - Mario Jimenez
710 N. 10th St. - Mario Jimenez, property acquisition
3443 N. 33rd St. - James Jackson, property acquisition
1959 Garfield Ave. - Phillip Fracul, property acquisition
3706 N. 37th St. - Albert Walker, property acquisition
610 Quindaro Blvd. - Paula Howard, property acquisition
1708 Walker Ave. - Kenia Cruz, property acquisition
4315 Ann Ave. - Jeffrey Bowker, property acquisition

Transfer to Land Bank

3815 Strong Ave. - Argentine Neighborhood Development Association (ANDA)
(Property has a large drainage ditch which covers about half of the property so it is not suitable for development. Work was to be done to the property by the city which would allow development of the property. ANDA would like to transfer this property to the Land Bank until this work can be completed.)

Donations to Land Bank (vacant lots), unable to maintain property to UG standards, unless noted otherwise

3100 Haskell Ave. - Henderson-Davis Holdings, LLC
912 New Jersey Ave. - Jura Williams
710 N. 78th St. - Mary Ellen Fielden, hoped for development in the area and selling it; doesn't believe a developer purchasing it will happen
3608 Garfield Ave. - Peggy Graham
1018 Washington Blvd. - Rachel Rozell, thought property was going to tax sale/Land Bank, no longer wants property
1028 Richmond Ave. - Rachel Rozell, thought property was going to tax sale/Land Bank, no longer wants property
2500 Park Dr. - Joseph Reyes

*On August 20, 2018, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*

Tracking #: 18349

XVI. PUBLIC ANNOUNCEMENTS

XVII. ADJOURN

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, AUGUST 30, 2018**

XIII. ADMINISTRATOR'S AGENDA

NEW ITEM

Item No. 1 – 18391...RESOLUTION: MOU WITH UNITED FOOD & COMMERCIAL WORKERS DISTRICT UNION LOCAL TWO PUBLIC SAFETY DISPATCH DIVISION

Synopsis: A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) with the United Food & Commercial Workers District Union Local Two Public Safety Dispatch Division, effective January 1, 2018 through December 31, 2019, submitted by Ken Moore, Chief Counsel. This represents the ninth of 12 union labor contracts to be ratified.



Staff Request for Commission Action

Tracking No. 18391

Full Commission Meeting Date: 8/30/18

Committee:

Date of Standing Committee Action: NA
(If none, please explain):

Publication Required: No

<u>Date:</u> 08/27/2018	<u>Contact Name:</u> Kenneth Moore	<u>Contact Phone:</u> x5070	<u>Contact Email:</u> Kenneth	<u>Department/Division:</u> Legal
<u>Item Description:</u> Adoption of the Resolution authorizing the County Administrator to execute the MOU between the UG and United Food & Commercial Workers District Union Local Two Public Safety Dispatch Division, effective January 1, 2018 through December 31, 2019, submitted by Ken Moore, Chief Counsel.				
<u>Action Requested:</u> To adopt the resolution.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Blue Sheet, Resolution, MOU, Signature page				

RESOLUTION NO. _____

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

That the County Administrator of the Unified Government of Wyandotte
County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified
Government Clerk is hereby authorized and directed to attest the signature of said County
Administrator and to attach the seal of the Unified Government thereto as the voluntary
act of the Unified Government to the following:

- (1) Memorandum of Understanding between the Unified Government of Wyandotte
County/Kansas City, Kansas, and the United Food & Commercial Workers
District Union Local Two Public Safety Dispatch Division, effective January 1,
2018 through December 31, 2019.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2018.**

David Alvey
Mayor/CEO

ATTEST:

Unified Government Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

and

**THE UNITED FOOD & COMMERCIAL WORKERS
DISTRICT UNION LOCAL TWO
PUBLIC SAFETY DISPATCH DIVISION**

TERM OF THE AGREEMENT

JANUARY 1, 2018 - DECEMBER 31, 2019

UNIFIED GOVERNMENT - LOCAL 2
MEMORANDUM
2018-2019

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MEMORANDUM OF UNDERSTANDING

Whereas, the parties hereto desire to maintain a harmonious relationship, to advance mutual interests in the preservation of public safety, law and order; to promote standards and conditions of employment for Public Safety Dispatch Division (hereinafter referred to as "Division") of the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "UG"); 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, UG and the Union hereby agree as follows:

ARTICLE I - RECOGNITION

§ 1.1 Recognition

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter "UG") and the Kansas City, Kansas Police Department of UG (hereinafter the "Department") recognize and acknowledge Local 2, of the United Food & Commercial Workers International Union, (hereinafter the "Union") as the exclusive bargaining representative for all full-time and regular part-time Public Safety Dispatchers employed by the Department for the purpose of negotiating collectively with UG and Department pursuant to the Public Employee Relations Act of the State of Kansas, with respect to wages, hours, benefits and other terms and conditions of employment. The recognition herein afforded extends only to those classifications of employees which are in the bargaining unit for which the Union received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Certification Case No.

75-UC-5-1979. Excluded from the representation herein afforded are all sworn officers, all Police
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Cadets of UG's Police Department, all positions represented by the IAFF, Local 64, confidential and supervisory employees of UG.

ARTICLE II - UNION STATUS AND RIGHTS

§ 2.1 Right of Organization

Employees may have the right to join and participate in the Union for the purpose of this Memorandum.

§ 2.2 Right of Representation

Employees shall have the right to be represented by the Union to negotiate collectively with UG, in the determination of their wages, hours, terms and conditions of employment, and the administration of grievances. UG and Union recognize the Union's duty to represent all the employees in the Division fairly and effectively.

§ 2.3 Dues Deductions

UG agrees to deduct Union dues from the employee's earnings, providing that the following procedure is followed:

- (1) Employees shall individually furnish to UG written authorizations for UG to deduct Union dues from the individual employee's earnings; said authorizations shall be in compliance with K.S.A. 44-808(5). Employees may revoke the authorization by giving thirty (30) days written notice to the Employer and the Union at the end of any year of the life of the authorization.
- (2) When provided with the proper written authorizations UG shall deduct the appropriate Union dues from the wages of employees in the bargaining unit.
- (3) Such dues deductions made by UG will be transmitted to the Union at the

address designated, on or before the last day of the month following their deduction.

- (4) The Union shall refund promptly any such dues found to have been improperly deducted and transmitted to the Union.

§ 2.4 Union Business

A. UG agrees that the Chief Steward and the respective Shift Stewards in the Chief Steward's absence, or the Business Agent of the Union may conduct Union business during regular working hours in accordance with Section 2.8 of this Memorandum. In the absence of the Chief Steward, the respective Shift Steward will have the same authority to conduct Union business as the Chief Steward, provided, that the Communications Commander or in his/her absence the Shift Supervisor on duty shall be notified and shall consent when Union business may be conducted. Provided, further, the Communications Commander or in his/her absence the Shift Supervisor on duty must give their consent for the Business Agent to enter the Dispatch Room.

B. All Bargaining Unit employees involved in collective bargaining negotiations will be compensated for actual hours of work missed by the Union. All hours paid to Bargaining Unit employees by the Union will be counted as time worked for the UG for the purposes of accrual of benefits, with the exception of overtime.

§ 2.5 Bulletin Boards

The Union shall have the privilege of the use of an existing bulletin board in the designated area of the Public Safety Dispatch Center for the purpose of posting notices of its legitimate activities. All Union notices so posted shall contain the date, an appropriate letterhead

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which clearly indicates that the notice relates to activities of the Union and shall be submitted to the office of the Communications Commander, prior to its posting. It shall be the responsibility of the Communications Commander, Shift Supervisor, Chief Steward or alternate Steward of the Union to remove notices which are outdated or unauthorized.

§ 2.6 Conferences

The duly elected and designated representatives of the Union may attend state or national conferences of his/her organization or attend educational conferences or classes in which his/her organization participates or sponsors by the use of a bank of fifty (50) working days with pay, provided, that such employee's absence is approved in writing within the discretion of the Communications Commander.

UG and the Union are in agreement that it is in the best interest of the employees and the Department that employees participate in professional, educational, and training courses that are work related. The Department shall make known certain job related courses, when they become available, and may designate certain employees to attend. When employees become aware of job related courses, they may submit the information concerning the same, along with a written application to attend, to the Communications Commander.

§ 2.7 Personnel File

Employees shall have the right upon written request to review the contents of their personnel file in the presence of a representative of UG. Copies of documents within the employee's file may be furnished upon written request by the employee and payment.

§ 2.8 Stewards' Responsibilities.

A. Stewards' Authority.

The authority of the Chief Steward or Shift Stewards so designated by the Union, shall be but not limited to the following duties and activities.

- 1) the investigation of grievances in accordance with the provisions of this memorandum.
- 2) the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing is not in violation of Article XII regarding strikes and lockouts.

B. Stewards' Activities.

Stewards shall be permitted reasonable time to investigate and process grievances without loss of pay during regular working hours, providing enough personnel remain on duty to provide adequate division operations. Time spent on union activities or representation of members outside of any steward's normal work hours shall not be considered time spent in the employ of UG or the Division. The Stewards shall not absent themselves from their assigned posts without the permission of their supervisor. Any reasonable request shall be granted provided it does not interfere with efficient operation of the division.

C. Prohibited Conduct.

The Stewards shall have no authority to take strike action or any other action interrupting the Division's operation. In the event of such action by the Stewards, they shall be subject to

proper discipline.

D. Number of Stewards.

There shall be one (1) Chief Steward and one (1) Secretary for the Division and there shall also be one (1) Steward per shift appointed by UFCW Local No. 2. The Stewards' names shall be furnished to the Communications Commander. The respective Shift Stewards shall only function in this capacity in the absence of the Chief Steward, provided that the Unit Commander is notified of and is aware of the Chief Steward's absence.

ARTICLE III- UNION COOPERATION - MANAGEMENT RIGHTS

§ 3.1 Union Cooperation

The Union and UG have entered into this Memorandum for the purposes of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency and to the end that the Public Safety Dispatchers and UG and the general public may mutually benefit. Consistent with this general purpose, the Union recognizes that an obligation rests upon each Department employee to render honest, efficient and courteous service to UG and its citizens. The Union agrees to cooperate with UG in its efforts to strengthen the good will between the Department and the general public.

The Union recognizes the need for improved methods in providing services to the citizens of UG and agrees to cooperate with UG and the Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity of such changes and improvements.

§ 3.2 Management Rights

By entering into this Memorandum, UG has agreed to certain specific limitations on its
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rights to manage the Division of the Department and direct the personnel. However, it is the intention of the parties hereto that UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon. UG 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 UG, 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 Dispatchers; 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 operations; to lay-off employees; 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, Rules and Regulations and Policies not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming; and all

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other prerogatives and responsibilities normally inherent in management of UG or Department which are not in conflict with specific provisions of this Memorandum. All management rights, power, authority and functions other than those relinquished by UG in this Memorandum shall remain vested exclusively in UG.

Neither UG nor the Union 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 IV - NON-DISCRIMINATION

§ 4.1 Non-Discrimination

UG and the Union agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that UG shall not discriminate against any employee with respect to hours, wages or any other term or condition of employment by reason of his/her membership in the collective negotiations with UG or his/her institution of any grievance, complaint or proceeding under this Memorandum with respect to any terms or conditions of employment and that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, creed, national origin, sex, age or disability. When words of gender are used in this Memorandum, the male term shall include the female and the female term shall include the male. The Union recognizes its responsibility as Bargaining Representative and agrees fairly to represent all employees in the Bargaining Unit.

ARTICLE V - PROBATIONARY EMPLOYEES

§ 5.1 Probationary Employees

A new employee shall be considered a probationary employee for the first twelve (12) months of his/her employment. This period may be extended for a time not to exceed ninety (90) days, by the written agreement of the Employer, Employee and Union. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of five (5) days shall not be counted as part of the period. During that time the employees may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Prior to a release from training, probationary employees shall be assigned a temporary number for purposes of determining seniority in regards to overtime. Upon the completion of the probationary period, the employee's seniority date will be measured from his/her date of hire as provided in Article 6 except for those employees hired after January 1, 2013 whose seniority date will be measured from the date that the employee is released from training as provided in Article 6. An employee's probationary period shall commence on the employee's first (1st) physical day on the job.

ARTICLE VI - SENIORITY

§ 6.1 General

Seniority shall be measured by the amount of continuous service in the Police Department Communications Unit and the Public Safety Dispatch Division from the date of hire, except for those employees hired after January 1, 2013 whose seniority date will be measured from the date that the employee is released from training; provided, that no Bargaining Unit

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employee whose seniority was previously established (prior to January 1, 1985) according to the total time served in the employ of UG or Kansas City, Kansas Police Department shall suffer any loss of seniority. Any of the following events shall be considered a break in length of service for seniority and subsequent employment shall be deemed to be new employment.

- (A) Dismissal for just cause.
- (B) Voluntary quitting.
- (C) Suspension in excess of forty-five (45) days.
- (D) Failure to report to UG within twenty-four (24) hours of absence from work without good cause.
- (E) Failure to return to work within one (1) week after being recalled by UG by certified mail at the last known address.
- (F) Has been laid off for twelve (12) months or more.
- (G) Has been on general leave of absence for a period of more than four (4) months.
- (H) Permanent disability.
- (I) Retirement.
- (J) Failure to report to UG within twenty-four (24) hours of the expiration of any approved leave of absence, vacation or disciplinary layoff.

The seniority of employees either from the date of hire or from the date released from training, as applicable, on the same date shall be determined by the average of the scores on the pre-hire examination, administered by UG Human Resource Department. In cases of disputes concerning seniority the Department's records shall govern.

§ 6.2 Annual Bid and Promotions

Bargaining Unit seniority shall govern in annual bidding for shifts and days off, and promotions when the qualifications of the employees involved, including training, education, experience, ability and work performance are equal. Particular training courses which are being offered to all employees of the bargaining unit, but have not been completed by all employees may not be considered for purposes of this section. Lead Dispatcher's days off shall be assigned by the

Communications Commander, provided that these days off shall consist of two (2) consecutive

days on weekends (i.e. Friday - Saturday - Sunday - Monday). The annual bid shall occur on or before the last pay day in November of any year covered by this Memorandum. The Communications Commander may disqualify applicants for Lead Dispatcher positions if within his/her opinion such applicant does not possess qualifications for such position. The rejected applicant may appeal such rejection to the Bureau Director.

Employees with less than one (1) year Communications Unit or Division seniority shall not be eligible to bid but may be assigned to the various shifts as determined by the Department.

An employee, with prior written approval of the Communications Commander may be allowed to exercise his/her bid rights by proxy. The proxy shall be signed by the employee and shall designate the employee's first three bid choices. One copy of the proxy shall be given to the Chief Steward, who shall exercise it and one copy shall be given to the Communications Commander. The employee proxy bid shall be given to the Chief Union Steward and Communications Commander no later than twenty-four (24) hours prior to the annual bid day. If such employee is unable to obtain a bid position with any of his/her alternative choices, then she shall be assigned to an unbid position by the Communications Commander.

Employees who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The employee shall then be assigned to any unbid position by the Communications Commander.

If an employee is unable to fulfill the position which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered temporarily vacant and may be filled by the Communications Commander by assignment. If the successfully bidding employee is unable to fulfill the position within sixty (60) calendar days of the job's

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effective date, then the position shall be considered a permanent vacancy and may be rebid.

§ 6.3 Permanent Vacancies

- A) Newly hired dispatchers may be assigned to vacant positions on any of the three unit shifts. Once that employee becomes a qualified dispatcher, and ready to work on their own, in accordance with the consensus opinion of the training employee, Shift Supervisor and Communications Commander, then that position being filled by that employee if determined to be permanent, shall be posted within forty-five (45) calendar days of determination of qualification and readiness, for three (3) calendar days and may be filled by bidding among dispatchers. The qualified, most senior bidding dispatcher shall be awarded the position. Upon award of that bid the successful bidder's former position may be filled by the same procedure. This procedure shall continue until there are no bidders for the permanent vacancies so created. At that time, the remaining vacant position(s) shall be filled by assignment of the Communications Commander from the least senior but qualified dispatcher assigned to that shift. Successful bidders shall not receive overtime payment for working more than the basic work week when she changes his/her days off.
- B) Permanent vacancies occurring between annual bids, within the position of Lead Dispatcher, shall be filled in accordance with Section 6.2 - Annual Bids and Promotions. Such vacancies shall be open to qualified dispatchers on all shifts.
- C) Permanent dispatcher vacancies occurring between annual bids which are not abolished by the U.G. shall be bid in accordance with Section 6.2 – Annual Bid

and Promotions – provided that such bid shall occur within 45 days from the date that the vacancy was created rather than at the time of the annual bid. Such vacancies shall be open to qualified dispatchers on all shifts.

- D) When vacancies are created by an employee being injured on duty and not returning to work for a period of four (4) months due to such injury, that employee's position may be posted for bid by any qualified employee and may be filled based upon the bidding employee's qualifications, including training, education, experience, ability, and work performance consistent with the Americans with Disabilities Act (A.D.A.) and Family and Medical Leave Act (F.M.L.A.). Particular training courses which are being offered to all employees of the Bargaining Unit, but have not been completed by all employees may not be considered for purposes of filling vacancies. When the injured employee returns to his/her duties with the division she shall be placed in any vacant position at the discretion of the Communications Commander.

§ 6.4 Seniority Roster

An up-to-date seniority roster containing names and the length of total continuous service will be posted not later than fifteen (15) days prior to the commencement of the bid period. In the event any employee believes an error has been made as to his/her position on the seniority roster, she shall have fifteen (15) days after the posting of the roster to file his/her protest in writing, with the Communications Commander.

ARTICLE VII - LAYOFFS AND RECALL

§ 7.1 Notice of Layoff

When it is determined that a reduction in force is necessary, UG will notify the Union and affected employees of the impending layoff and the date thereof.

§ 7.2 Layoff

- A) Layoffs or job displacement due to reduction in force shall be made according to seniority. Provided that, senior employees within a job classification may displace a junior employee within a lower grade of the same classification as long as the senior employee is immediately capable, of performing the duties of the lesser position.
- B) No full-time employee in the Bargaining Unit shall be laid-off as long as there are probationary employees working.

§ 7.3 Recall Rights

- A) The order of recall shall be governed by the employee's seniority.
- B) Notification of recall shall be given by UG by certified mail, return receipt requested, to the recalled employee at his/her last address furnished to UG.
- C) Within four (4) calendar days after such notice is postmarked, the employee must advise the Personnel Department whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Department within four (4) calendar days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next employee on the seniority list may be notified of the opening and the above procedure shall be repeated until the

vacancy is filled. If no employee remains on the seniority list to fill the vacancy, then the vacancy may be filled by new hires.

- D) An employee recalled shall report to work within fourteen (14) calendar days after indicating his/her willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.
- E) UG shall provide the Union with the names of full-time Bargaining Unit employees recalled from layoffs.

ARTICLE VIII - HOURS AND OVERTIME

§ 8.1 General

The work week shall extend from 2215 hours Sunday to 2214 hours the following Sunday. The standard work day shall be eight and one-quarter (8 1/4) hours of work per day. The standard work week shall be forty-one and one-quarter (41 1/4) hours of work per week. Each employee's normal assignment will consist of five (5) consecutive days of work with two (2) consecutive days off, except for part time personnel. Part-time personnel will work the hours and days assigned. The pay period shall be from 2215 hours Wednesday to 2214 hours the following Wednesday.

§ 8.2 Overtime

- A) General: All employees shall receive one and one-half (1-1/2) times their actual hourly rate of pay (based on 178.75 hours per month) for work performed in excess of the standard work day 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

employee in his/her discretion so elects, provided that no employee may accumulate more compensatory time than two hundred-forty (240) hours or as this maximum accumulation is amended by applicable federal law or regulation.

Compensatory time will be calculated at the overtime rate. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

B) Personnel Shortages.

1. Anticipated vacancies. When a shortage of personnel in dispatchers is an “anticipated vacancy”, the positions which are short shall be posted on the bulletin board in Communications allowing qualified personnel to bid upon working the vacant position(s) on an overtime basis. An anticipated vacancy occurs when the Employer has knowledge that there will be a vacancy within a Bargaining Unit job at least twenty-four (24) hours prior to the beginning of that shift. The Supervisor, Lead or Acting Lead Dispatcher, posting the vacancies shall affix the date, time and his/her initials on the posting. Due to the fact that shift 3 work hours transgress two (2) work days, these anticipated vacancies shall be posted Sunday/Monday, Monday/Tuesday, Tuesday/Wednesday, etc. Any qualified person who is interested in working the overtime should so indicate by affixing their name in the appropriate space on the appropriate posted sheet. The bidding employee(s) shall be required to have the Supervisor on duty, Lead Dispatcher or Acting Lead Dispatcher,

initial, date and affix the time that the dispatcher signs up for the overtime. In the event that more than one person signs up for the same overtime work, seniority will be the determining factor. The only exception will be that preference will be shown to those who are able to work an entire eight and one-quarter (8 1/4) hour shift, instead of just four (4) hours. Provided that, more senior employees may bump less senior employees to work this overtime only when the bump occurs at least twenty-four (24) hours before the overtime begins. Employees may bump less senior employees to work this overtime by striking through the name of less senior employee(s) and placing their name on the overtime posting. When an employee is attempting to bump they must place the date and time beside their name when they have signed the posted overtime sheet and have the Supervisor on duty or his/her designee initial the employee's name. Notification to the bumped employee shall be provided by the Supervisor on duty or in the Supervisors absence by the Lead or Acting Lead Dispatcher. Such posting for overtime work may be withdrawn by the Employer at least twenty-four (24) hours prior to the beginning of the overtime work. Notice of same shall be given to Employees who have signed up to work that overtime. Notification shall occur when the employer has contacted the employee's designated telephone number on a recorded line. Employees shall designate their telephone number to the employer in writing. When an employee has

signed up to work overtime and then withdraws such commitment within twenty-four (24) hours of the beginning of the overtime work that vacancy shall be treated as an “unexpected vacancy” and will be governed by the provisions of subsection (2) herein. If an employee withdraws such commitment to work overtime three (3) or more times within any given calendar month such employee shall lose their right to participate in any voluntary overtime pursuant to this paragraph for the following calendar month. An employee may not withdraw such commitment to work overtime within twenty-four (24) hours prior to the commencement of the overtime shift for which they have committed to work.

2. Emergencies - Unexpected Vacancies.

- (a) Unexpected vacancies occur when the employer has knowledge that there will be a vacancy in a Bargaining Unit job when actual notice is acquired by the employer less than twenty-four (24) hours prior to the beginning of that shift or in the event of an emergency. Vacancies which are created by emergencies or unexpected vacancies shall be filled in accordance with the following procedure:

First: The employer shall contact all dispatchers who are working on the shift prior to the unexpected vacancy and/or dispatchers who have committed to work on the overtime shift on a stand alone basis and shall offer, from the most senior to the least senior, the opportunity to work the first four

(4) hours of the vacancy or the last four hours of the vacancy. In the event that an employee volunteers to fill an unexpected or posted unfilled vacancy which remains vacant within 24 hours of the beginning of the overtime shift, if such employee desires to withdraw such commitment to work said employee must withdraw such commitment to work two (2) hours prior to the commencement of the overtime shift.

Second: If an insufficient number of employees agree to work the unexpected vacancy through the first step above, then the employer shall force those working employees, in accordance with Section 8.2(B)(2)(b) of the Memorandum, by inverse seniority to work four (4) hours of the unexpected vacancy. In the event there are vacancies that necessitate forced overtime that would require the least senior dispatcher to report back to duty with less than eight (8) hours in between duties the next dispatcher with the least seniority on the shift shall be forced. If all dispatchers on the shift would be required to report back to duty with less than eight (8) hours in between duties, then the least senior dispatcher on the shift shall be forced.

Third: Dispatchers who are scheduled to work the next shift following the unexpected vacancy, shall be contacted in order of their seniority to offer the remaining four (4) hours of the unexpected vacancy. Contact shall be deemed to have occurred if the employer calls the telephone number of the employee which has been designated by the employee.

Fourth: If an insufficient number of employees have agreed to work the second four (4) hours of the unexpected vacancy through the third step above, then the employer may force those employees who are scheduled to work the next shift following the unexpected vacancy, in accordance with Section 8.2(B)(2)(b) of this Memorandum, the remaining four (4) hours of the unexpected vacancy. In the event there are vacancies that necessitate forced overtime that would require the least senior dispatcher to report back to duty with less than eight (8) hours in between duties the next dispatcher with the least seniority on the shift shall be forced. If all dispatchers on the shift would be required to report back to duty with less than eight (8) hours in between duties, then the least senior dispatcher on the shift shall be forced.

All dispatcher contacts for these purposes shall be on a recorded line.

- (b) Mandatory Overtime/Forced. When any employee is forced (does not volunteer) to work overtime during any calendar month on six (6) occasions, that employee shall be relieved from being forced to work overtime during the following calendar month. If an employee is forced to work overtime on his/her non-forcible month, that forced overtime occasion shall be counted as an occasion toward his/her next forcible month. The Department may then force the next employee in inverse order of seniority to work the required overtime.

It shall be the responsibility of the employee who has been forced to work six (6) occasions of overtime in any calendar month to bring the matter to the attention of his/her supervisor and to establish such forced overtime occasions from his/her records. Any dispute of forced overtime occasions shall be resolved from the Division's Master Crew Sheets (these sheets will be specifically marked stating that the overtime was mandatory/forced and not volunteered).

Employees working mandatory/forced overtime who leave the workplace prior to the conclusion of their overtime assignment without approval of their supervisor or his/her designee shall be subject to discipline.

Absent exigent circumstances, pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty.

§ 8.3 Shift Assignments

The basic work shifts within the Communications Unit may approximate the following schedule:

Shift #1	0615 Hours - 1430 Hours
Shift #2	1415 Hours - 2230 Hours
Shift #3	2215 Hours - 0630 Hours

However the shift starting times may be changed if it becomes necessary. The Department may abolish any shifts or create additional shifts upon notification to the Union. If through abolishment of any of the above listed shifts any positions are abolished then the affected employee shall suffer no reduction in his/her pay scale or category.

§ 8.4 Meal Period

Each employee shall receive a thirty (30) minute meal period per work day. This meal period shall be considered out of service time during which the employee will be uninterrupted except in the case of an emergency. This meal period shall not be taken before the employee has worked two (2) hours nor shall any employee be required to work in excess of seven (7) continuous hours without a meal period.

§ 8.5 Breaks

Each employee shall receive a total of twenty (20) minutes of break for each eight and one-quarter (8 1/4) hour shift worked. Such break(s) shall be scheduled by the Lead in accordance with the parameters established by the Department. There shall be no eating at the console or work area unless an employee, at the Department's request, does not receive his/her meal period; provided, however that the Commander of the Communications Unit may issue a memorandum identifying guidelines for permissible eating at consoles. The memorandum issued as of the execution date of this Agreement is attached hereto at Appendix B. If due to a shortage of personnel or other uncontrollable circumstances, as determined by the Shift Supervisor, an employee is required to forego any of his/her breaks, she will then receive compensatory time, at the overtime rate, upon written approval of the Communications Commander, for such missed breaks. When an employee works four (4) or more hours of overtime she shall be granted an additional fifteen (15) minute break, the time for such break to be determined by the Lead in accordance with the parameters set by the Department.

§ 8.6 Pay Checks

Payment of wages shall be through electronic direct deposit. Employees will be provided

access to an electronic advice of payroll on their regular pay day. This electronic advice shall include the totals of all electronically available accumulated time banks. The electronic advice shall provide with each payroll to employees, clear identification of the hours being paid for each pay period. In addition to this electronic advice, employees shall be advised on a quarterly basis of their then available paid time off leave bank balances. When the Public Safety Business Office discovers that there are employees who may be short on their payroll, they will notify the Communications Commander and the Communications Commander will notify the Chief Union Steward. When an employee has discovered a payroll error, such employee shall notify the Communications Commander who will in turn notify the Public Safety Business Office of such error. If an error is determined to be founded, at the request of the employee, the UG will provide payment correcting such error and will be paid to the employee upon the next payroll run of any department by the UG.

Any overtime worked concurrent with shift two, including stand alone time, on the last day of the pay period will be paid on the current pay period payroll. Any overtime worked concurrent with shift three, including stand alone time, on the last day of the pay period will be paid on the following pay period payroll.

§ 8.7 Use of Accumulated Compensatory Time

a. Multiple Day Usage

In order for an employee to be able to use his/her accumulated compensatory time, the employee may apply to his/her Communications Commander or his/her designee to be granted up to five (5) work days plus his/her regular two (2) days off. Such requests must be submitted, in

writing at least fourteen (14) calendar days prior to the commencement of the days off and may be granted within the discretion of the Communications Commander. The Employer shall respond to the request within seven (7) calendar days from receipt of the request. Such requests shall be granted on a first come, first served basis, unless two (2) or more employees make requests at the same time. In such circumstances, requests shall be granted on the basis of seniority. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave. Such days cannot be canceled once granted except when there is a mistake made in the granting of the compensatory day or when the employee does not have the compensatory day entitlement at the time that the day off is to occur.

b. One Day Usage

When an employee requests to use one (1) day of compensatory time, such written request for such overtime usage, shall be made at least twenty-four (24) hours in advance of the compensatory day being requested and cannot be canceled once granted except for a department declared emergency. The allowance for such request shall be subject to personnel being available to fully staff the shift and shall be at the discretion of the Communications Commander. At the time of an employee's request for compensatory time off, such employee must have accumulated sufficient compensatory leave time within their compensatory time bank to entitle the employee to take such leave.

§ 8.8 Termination - Compensatory Time

An employee whose employment is terminated for any reason shall receive pay in

accordance with existing department policy for all earned holidays, accumulated overtime and wages, in a lump sum (two checks), in accordance with the Department's books.

ARTICLE IX - CLASSIFICATION AND WAGES

§ 9.1 Classifications

For the purpose of this Memorandum, the terms set forth below shall have the following meanings:

- A) Full-time employees: Those employees who regularly work a standard work week of forty-one and one quarter (41 1/4) hours.
- B) Part-time employees: Those employees who regularly work less than the standard work week of forty-one and one quarter (41 1/4) hours.
- C) Lead Dispatchers: Those employees who assign work positions, do book work, keep daily summaries, train new hires, put out information on the news wire consistent with Division directives, work with computers and the CAD system, supervise dispatchers and take full responsibility for actions in the Communications Unit during the shift, to include recommending discipline, when the Communications Commander or a Supervisor is not present and shall have responsibility for the proper performance of the duties of employees directly under their supervision at all times and other assigned duties.
- D) Dispatchers: Those employees whose main duties consist of maintaining communications with designated persons in the field, work with computers and the C.A.D. system, phone work for designated persons in the field or building, training new hires or transfers, and looking after the whereabouts and well being of designated

persons and perform duties of 911 operators, when assigned, and other assigned duties.

Dispatchers must be NCIC certified, EMD certified and must meet all state and/or federal required public safety certifications, and shall conduct such further training and possess such further certifications as determined by the UG.

§ 9.2 Salary

Monthly salary rates are set forth in Appendix A, attached hereto. The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service.

§ 9.3 Merit Increments

The merit increments for the job classification of Dispatcher shall be based upon the employee having acquired the requisite time in grade and having a satisfactory employee evaluation.

§ 9.4 Acting Lead Dispatchers

When no Lead Dispatcher is present on any shift in the Communications Unit, when a Shift Supervisor is on duty, the best qualified dispatcher, as determined by the Shift Supervisor, will be assigned the Lead Dispatcher's duties for that shift, with the prior approval of the Communications Commander. When a Shift Supervisor is not on duty the qualified dispatcher that has the most seniority in grade as a dispatcher, and is on duty, shall serve as the Acting Lead Dispatcher for that tour of duty. Such Lead Dispatcher shall receive the sum of two dollars (\$2.00) for each hour actually worked during that tour of duty as a Lead Dispatcher.

§ 9.5 Longevity Pay

The following longevity pay shall be added to the monthly salary of each employee who qualifies for such pay effective upon the effectuation of this Memorandum:

<u>Continuous Number of Completed Years Within the Communications Unit or Division</u>	<u>Pay per Month</u>
five (5)	\$ 35.00
ten (10)	\$ 45.00
fifteen (15)	\$ 80.00
twenty (20)	\$ 90.00
twenty-five (25)	\$ 100.00

§ 9.6 Trainer's Pay

Employees who are selected by the Communications Commander to serve as Trainers shall receive a per hour pay for each hour, or part thereof, which they actually spend training dispatchers as directed by the Communications Commander or his/her designee. The per hour rate shall be two dollars (\$2.00) per hour. This pay shall be by the quarter hour.

§ 9.7 Bilingual Pay

Employees may be selected to serve as certified bilingual employees by the Communications Commander. The Department shall choose the specific language(s) it determines are needed and the number of needed certified employees for each language chose per shift. Certification to serve as a bilingual employee shall be obtained from an accredited institution of post-secondary education (University, College, or Community College) of the Department's choosing. Such certification must be in writing. Certification or recertification must be provided on a triennial basis, i.e. every 36 months. Qualified, selected and certified bilingual employees shall receive additional compensation of fifty dollars (\$50) per month for 6UY0789.DOC

those months that they serve as a certified interpreter and are actually working or are credited for working for the Department for fifteen (15) or more work days. Any certified interpreter who is on duty shall be available for use at the direction of such employee's supervisor. Upon an employee's successful completion of certification, the Department shall reimburse the employee for the cost of certification.

ARTICLE X - WORKING CONDITIONS

§ 10.1 UG Business

When employees are required to attend conferences or meetings called by UG before or after their work shifts, such time shall be considered hours worked and the employee shall be compensated accordingly.

§ 10.2 Uniforms

A. New Employees

The Department/Division Dress Code shall be clearly defined and distributed to all employees, upon hire. Probationary employees are to wear business casual attire in accordance with the Dress Code issued by the Department. Upon a probationary employee's completion of training and release from training status, the Department shall provide such employee with two (2) shirts, two (2) pants, one (1) belt, and one (1) pair of shoes which are Department-approved.

B. Uniform Allowance

For the calendar years 2018-2019, Employees, other than Probationary Employees, will receive the sum of Five Hundred (\$500.00) Dollars annually issued on a vendor card in order to maintain their uniforms. This uniform allowance will be dispersed in a manner designated by the

Department. The vendor card shall be credited prior to March 31st. The use of this vendor card by employees will be in accordance with the Department's General Orders. Employees must wear approved uniforms, including shoes, when working.

C. Employees Responsibility Concerning Uniforms

Employees are required to maintain the uniforms in a good and clean condition and wear them in accordance with the Department's/Division's Dress Code. Employees are required to be in full uniform at all times while on duty. Employees reporting for duty, either fully or partially out of uniform, shall be off the clock until they report in full uniform. Employees are not allowed to wear their uniforms or use UG issued equipment at any time except when they are actively engaged in performing duties of their employment with UG. Employees who violate this provision are subject to discipline.

D. Employment Termination

When employment is terminated for any reason, the employee is required to return the issued items and UG may withhold a reasonable amount of the employee's funds to compensate UG equipment not so returned.

E. Employee Compliance

Bargaining Unit employees shall be properly dressed in the authorized uniforms within one (1) week of delivery to the employees or be subject to discipline.

§ 10.3 Lunch Room

UG agrees to set up a room in the Communications area for employees to use on lunch periods and breaks. The employees agree to keep the lunch area clean. UG agrees to provide for

regular pest extermination of the entire Communications premises. Each shift will be responsible for keeping the break area clean after each use and before the end of each tour of duty so that it will be clean for the upcoming shifts. The Communications Commander may establish reasonable rules to enforce the kitchen clean-up provisions.

§ 10.4 Headsets - Hearing Tests

Dispatchers shall wear headsets at all times while on duty unless otherwise authorized by the Communications Commander. Hearing tests shall be conducted upon the employer's or employee's request.

§ 10.5 Working Conditions Committee

There is hereby created a working conditions committee composed of three (3) members of management and three (3) members of the union to meet quarterly and discuss bargaining unit working conditions, including, but not limited to, hours of work, overtime and the physical environment of the Dispatch Center. The committee may make recommendations to the parties for any changes to successor agreements to this MOU.

ARTICLE XI - GRIEVANCES

§ 11.1 Grievances

In the event of any complaint or grievance arising under the terms and provisions of this 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. There shall be no right of grievance as to any subject properly falling within the management rights of UG Department or Division.

The parties shall make sincere and determined efforts to settle meritorious grievances
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voluntarily 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 a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Management and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits. Any failure to comply with the time limits specified herein shall result in the grievance being disposed of in favor of the party not in default, i.e. if the employee and/or Union fail to meet the grievance procedure time limits, the employee's grievance is dropped in the Employer's favor and if the Employer fails to meet the grievance procedure time limits, the grievance shall be found in the employee's favor. Provided, the parties may extend any and/or all of the time limits prescribed herein by mutual written agreement which agreement shall not be unreasonably withheld.

Step 1: The matter shall first be taken up between the employee involved and his/her Shift Supervisor. If the grievance is not adjusted orally, it may be submitted in writing to the Shift Supervisor within seven (7) calendar days after the occurrence giving rise to the grievance or after becoming known. The Shift Supervisor shall reply in writing in seven (7) calendar days.

Step 2: In case the matter cannot be adjusted under Step 1, the matter may be considered by the Communications Commander. Request for consideration by the Communications Commander must be in writing within seven (7) calendar

days of the decision (unless mutually extended) in Step 1 or the grievance shall be dropped. The Communications Commander shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him.

Step 3: In case the matter cannot be adjusted under Step 2, the matter may be considered by the Bureau Director or his/her designee. Request for consideration by the Bureau Director or his/her designee must be in writing within seven (7) calendar days of the decision in Step 2. The Bureau Director or his/her designee shall render his/her decision in writing within seven (7) calendar days after submission of the grievance to him. Grievances relating to terminations shall bypass steps 1 and 2 and commence at step 3. Grievances relating to terminations shall be made directly to the Chief of Police rather than the Bureau Director or his/her designee, but shall otherwise follow the procedure within Step 3.

Step 4: In the event a satisfactory resolution is not reached between the parties through the above steps, the employee may pursue the final step as follows:

- A) In the cases of complaints or grievances which arise from disciplinary action, except for termination of an employee's services, the matter may be appealed to the Chief of Police or his/her designee, within five (5) work days of the Bureau Director or his/her designee's decision.
- B) In the cases of complaints or disputes which arise as questions of interpretation of provisions of this Memorandum of Understanding,

excluding specifically conflicts relating to any disciplinary matters, except for termination of an employee's services, the matter may be resolved through arbitration, in the following manner:

- 1) Notice in writing of intent to arbitrate shall be delivered to the Department Head and Chief Legal Counsel by the party seeking arbitration to the opposing party within ten (10) work days of the Department Head decision. The notice shall set forth the Articles or Sections of this Memorandum which are claimed to require modification, reversal or interpretation.
- 2) Within fifteen (15) work 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, and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected.
- 3) Employees shall not be paid for time spent in attending arbitration proceedings other than as a witness on behalf of UG.
- 4) The jurisdiction and authority of the arbitrator shall be governed by the following:
 - a) The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the authority to make such binding orders as are necessary to enable him

to act, effectively. He shall observe the rules of evidence and his/her 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, nor shall he exercise any responsibility, discretionary powers or functions of the Department.
- c) In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this and is specifically prohibited from considering or basing his/her award on any alleged past practices of UG or Division or the Union.
- d) The arbitrator shall have no authority to substitute his/her judgment for that of the management of UG, Division or Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of UG or the Division.
- e) The decision of the arbitrator shall be based on the evidence presented him by the parties in the presence of each other.
- f) The cost of the arbitrator shall be shared equally by UG

and the Union.

ARTICLE XII– STRIKES AND LOCKOUTS

§ 12.1 Strikes and Lockouts

The Union, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the UG. Therefore, during the life of this Memorandum, the Union 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 UG agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any member of the unit for his/her 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 Union and its stewards 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 XIII - VACATIONS

§ 13.1 Entitlement

For those employees hired before January 1, 2016, after completing one (1) year of service, each employee shall be entitled to a vacation as provided herein upon:

<u>Continuous Completed Years</u>	<u>Vacation Entitlement</u>
1 through 4 years	eleven (11) working days.
5 through 8 years	seventeen (17) working days.
9 through 13 years	twenty (20) working days.
14 through 19 years	twenty-five (25) working days.
20 years or more	twenty-eight (28) working days.

For those employees hired on or after January 1, 2016, each employee shall be entitled to a

vacation, accrued on a monthly basis, after completing six (6) months of service scheduled in accordance with Section 13.4, as provided herein upon:

Continuous Completed Years_____	Vacation Entitlement
<u>1 through 4 years</u>	<u>10 eight-hour work days (80 hours)</u>
<u>5 through 8 years</u>	<u>16 eight-hour work days (128 hours)</u>
<u>9 through 13 years</u>	<u>19 eight-hour work days (152 hours)</u>
<u>14 through 19 years</u>	<u>24 eight-hour work days (192 hours)</u>
<u>20+ years</u>	<u>27 eight-hour work days (216 hours)</u>

Employees must have completed the requisite years of service prior to January 1, in a given year in order to be eligible for greater vacation benefits that year.

§ 13.2 First Year - Pro Ration

For any portion of the initial year of employment occurring prior to January 1, an employee shall be entitled to a pro-rated vacation. The pro-ration shall be computed in accordance with Section 13.6 of this Memorandum. (Example: Employee commences his/her employment on July 1, she would be credited 6/12's of ten (10) working days vacation on January 1.)

§ 13.3 Holidays

When an employee is on vacation and one of the holidays recognized by this Memorandum falls during that period, the employee shall receive one (1) additional day off with pay to be taken at a later time, provided that sufficient personnel are available to provide the necessary service and at the discretion of the Communications Commander.

§ 13.4 Scheduling

Vacations will be scheduled by seniority among dispatchers on each shift as follows:

1. Commencing the day following the effective date of annual bid assignments, the

dispatchers, in order of seniority, on each shift shall select their first five (5) days vacation block. Each dispatcher shall have up to two (2) hours maximum to make their choice provided that upon an employees selection of their vacation, the list shall then proceed to the next employee for vacation selection. Each day thereafter the next senior dispatchers on each shift shall then select their first five (5) days vacation block until all dispatchers have had an opportunity to make their first selection for vacation that year. The same procedure shall then be followed until all employees' vacation on each shift has been scheduled. Employees may select their vacation days after their initial five (5) days vacation block is selected in minimum amounts of one (1) full eight (8) hour day. Employees may leave a maximum of five (5) of their vacation days unscheduled to be used in full one (1) day eight (8) hour increments. Employees must designate at the conclusion of the annual vacation bidding process whether they wish to carry over up to five (5) vacation days to the next year. The vacation credits carried over must be used during that next year.

2. Each employee must be aware of their vacation selection days and make their selection upon those dates. If they do not so select in a timely fashion, they will be skipped over and vacation selection by other shift employees will continue. The skipped employee will be allowed to make only their second selection in the next round.
3. An employee's first choice of vacation will be scheduled in blocks of five (5) or more consecutive vacation days, except as provided herein. ("Consecutive" means

regularly scheduled workdays). A maximum of two (2) holiday/compensatory days may be scheduled in conjunction with any five (5) or more consecutive day vacations. A maximum of one (1) holiday/compensatory day may be scheduled in conjunction with any vacation less than five (5) days provided that all of such time off is scheduled at the time of the annual vacation scheduling identified in section 13.4(1) above. An employee need not have accumulated sufficient holiday/compensatory time at the time that such employee schedules such holiday/compensatory leave in conjunction with vacation leave as provided above, however, such employee shall have accumulated sufficient holiday/compensatory leave as of the date when such holiday/compensatory leave is actually taken. This does not prevent an employee from requesting additional days off with their vacations, however, those requests will be submitted the same as any normal request for time off. Employees must make written application to their supervisor to use any unscheduled vacation days which the employee has reserved as set forth in paragraph 1 above at least twenty-four (24) hours in advance of the usage. The employer may grant or deny the request depending upon manpower. Should the employee not be allowed to use this unscheduled vacation by the end of the year after at least five (5) requests by the employee to use those unscheduled vacation days, then they shall be paid at their base rate of pay for these days.

4. Employees with less than one (1) year of service may schedule their vacation during the annual vacation scheduling process, however, they may not use their

vacation entitlement until after their one (1) year employment anniversary date.

5. Employees may submit a request to reschedule a vacation choice, in writing, provided such change does not affect other scheduled vacations and provided that the granting of such request shall be within the discretion of the Communications Commander.

§ 13.5 Exception

Employees shall not accrue vacation time while on leave of absence, lay-off, suspension or while absent (in excess of six (6) months) due to a non-work related injury or illness. In the event any employee is absent from work on an authorized leave of absence, or on lay-off status or due to non-work related illness or injury in excess of six (6) months, his/her vacation shall be reduced pro rata to the portion of the year she earned and was eligible for vacation privileges.

§ 13.6 Pro-Rata Vacation

For the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of his/her vacation for each month of service during the twelve (12) month period preceding January 1 of each year. Each month in which an employee works fifteen (15) days shall be considered a month of service. Employees who are discharged prior to taking their vacation shall not forfeit any right to accrued vacation.

§ 13.7 Termination of Service

An employee whose employment is terminated for any reason shall receive that portion of his/her vacation which has been earned in the current service year on a pro-rated basis (one-twelfth [1/12] of the vacation earned in the current service year for each calendar month completed), and should an employee have taken more vacation than she has actually earned, it

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shall be deducted from his/her final pay check.

ARTICLE XIV - RETIREMENT AND PENSION FUND

§ 14.1 Retirement and Pension Fund

All employees shall come under the Kansas Public Employees Retirement System as set forth by UG of Kansas City, Kansas in effective Charter Ordinances or Resolutions and Kansas State Statutes.

ARTICLE XV - INSURANCE

§ 15.1 Medical Plan

During the term of this Memorandum, UG agrees to offer the employees of the Department the same medical, dental or other similar welfare benefit plans which are made available to the UG's employees generally. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

Each covered employee shall make monthly medical plan premium payments for either Single or Family coverage elected according to the following schedule, provided that beginning in 2019 the following monthly premium contribution amounts shall be annually adjusted at the same percentage increase or decrease as would be applicable to any adjustment to the dependent coverage premium for Family coverage during any plan year:

<u>Annual Base Pay</u>	<u>Monthly Premium Contribution</u>
\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$20.00 per month
\$60,001 or more	\$30.00 per month

For purposes of the foregoing schedule, "Base Pay" is calculated solely upon an employee's then

applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. “Base Pay” shall not include any overtime, out of class, longevity or trainer’s pay. The Unified Government shall pay the remainder of each covered employee’s monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums 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.

With respect to the foregoing individual premium contributions, if the Unified Government enters into a Memorandum of Understanding with another bargaining unit (“MOU”) which does not require employees to contribute in the same amounts as stated above for the calendar years 2018 and 2019, then the herein covered employees shall only be required to contribute to the individual coverage premium as provided within such bargaining unit’s MOU. The foregoing sentence shall not apply if the MOU for such other bargaining unit provides for a lower cumulative cost of living percentage increase to wages during the term of this MOU, 2018-2019. The foregoing provision shall also apply only to those memoranda of understanding or other collective bargaining agreements which cover employees who participate in the Unified Government’s medical plan.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium cost discussed in Subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive

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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 UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums, if any, and his/her portion of the premium therefore shall deducted from the employee's paycheck.

D. Unusual Increase in Annual UG Premium Costs.

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from one year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increases to fourteen percent (14%) or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make recommendations to the UG Administrator for modifying the polic(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The Union shall have one voting member on the EHBC. The EHBC shall have at least an equal number of voting members from representatives of bargaining units of the UG as members from

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unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether he or she agrees with those recommendations or not. If the UG Administrator agrees, the recommendation modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such determination. If the UG Administrator and EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator's or the EHBC's recommendations are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG's projected cost for the medical, dental or other similar welfare benefit plan for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis).
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a "premium stabilization" reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

Employees may elect to have their premiums paid by pre-tax dollars.

§ 15.2 Benefit Advisory Committee

The Union is permitted to have not to exceed one (1) representative on the Employee
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Health Benefits Committee, which representative will be entitled to attend the committee meetings where health insurance covering the U.F.C.W. represented employees is discussed or voted upon. Attendance at these meetings outside of normal working hours will not be compensable time.

ARTICLE XVI - LEAVES OF ABSENCE

§ 16.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

§ 16.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Communications Commander. The maximum general leave of absence shall be thirty (30) days, but the Communications Commander may extend such leave in writing for a period of ninety (90) days. Any employee desiring a general leave of absence shall submit a written request to the Communications Commander at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an employee may take a general leave of absence, written permission must be obtained from the Communications Commander with notice to the Union. The time an employee spends on general leave of absence shall not be counted as time worked in determining vacation benefits or any other 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 employee. If an employee on a general leave of absence obtains other employment while on such leave, his/her employment will be automatically terminated and the employee will have no recourse whatsoever under this Memorandum.

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§ 16.3 Personal Days

Employees may, with the Communications Commander's permission, take up to six (6) personal days per year. Personal Days may be charged to any accrued leave of the individual employee's choice. Personal days will not be granted on designated holidays as set forth in Section 17.1 herein. Personal day leave requests must be made twenty-four (24) hours in advance of the leave and in writing except in cases of emergency. The reason for the personal day leave request is only required to be communicated to the Communications Commander; however, the request for the day off shall be communicated to the Employee's chain-of-command up to and including the Communications Commander.

§ 16.4 Emergency Leave

In the event of an emergency that requires an on duty employee to be absent, said employee may request to use any accumulated leave time to cover their absence. If sick leave is used it will be deducted from such employee's accumulated sick leave time bank, however, it will not be considered as an occurrence. Reasonable verification of such emergency may be required and the existence of an emergency will be determined by the Communications Commander or his/her designee.

§ 16.5 Family Medical Leave

The UG Human Resource Guide (H.R.G.) section concerning family medical leave, as amended, is incorporated herein by reference.

§ 16.6 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the Military Service, including all Guard and Reserve Units of the Armed Forces of the United States, 6UY0789.DOC

may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his/her military obligation in accordance with Federal Law. Accrual of sick leave, holidays, vacation and other benefits while on military leave shall be determined by applicable State and Federal law. Military obligation means required summer camps and meetings and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing Federal Law and Regulation and shall comply with UG procedure in requesting such leave and upon his/her separation from the service he shall be entitled to such benefits accruing to him under existing federal laws and regulations. An employee on military leave shall report for duty with UG within ninety (90) days of his/her separation from service on his/her initial tour of duty or he will be considered as having voluntarily resigned.

§ 16.7 Injury Leave

- A) An employee who sustains injuries arising out of and in the course of his/her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is unable to work, she shall receive the difference between his/her regular pay and the workers' compensation benefits she receives for the first thirteen (13) weeks of any such injury leave. Thereafter, any further injury leave shall be at the discretion of the UG Commission.
- B) An employee on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Division stating his/her medical condition, the likelihood of his/her return to work and a statement, based upon reasonable

medical certainty, as to when the injured employee may return to his/her regular duties with the Division and a statement that the injured employee is unable to return to his/her duties due to a bona fide work related injury.

- C) An employee injured on duty must report, in writing, such injury forthwith to his/her immediate supervisor. The injury shall be recorded by the employee on the appropriate Division reports in accordance with Division operating procedures.
- D) Employees on approved injury leave are prohibited from being gainfully employed by an employer other than UG or being self-employed, if self-employment involves physical labor of any kind.

§ 16.8 Funeral Leave

Each employee shall have, in the event of a death in his/her immediate family, three (3) consecutive regularly assigned work days off with pay as long as one (1) of the funeral leave days is the day of the funeral. The employee shall be granted only one (1) additional day off with pay, in addition to the three (3) days leave referenced above, for any verified travel in excess of 500 miles. The term "immediate family" shall include the employee's or current spouse's, children, step children, grandchildren, great grandchildren, parents, grandparents, grandparents of a spouse, great grandparents, great grandparents of a spouse, step parents, brother, sister, brother-in-law, sister-in-law, son-in-law and daughter-in-law or any other relative living in the employee's home immediately prior to the death. The Communications Commander may grant, within his/her sole discretion, to employees, the use of accrued and unused compensatory time, vacation or holidays for an employee to attend other funerals or extend the funeral leave. The employee may be asked to provide satisfactory proof of death and his/her attendance at the funeral.

§ 16.9 Sick Leave

A. Accrual of Sick Leave.

- 1) All employees hired before January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one and one fourth (1 1/4) days for each full month of service. All employees hired on or after January 1, 2016 shall be entitled to prorated sick leave which will be earned at the rate of one (1) day for each full month of service. There shall be no limit on the number of sick days the employee may accrue.
- 2) No sick leave benefits shall accrue until after the employee has completed six (6) months of his/her probationary period as an employee of the division.
- 3) Sick leave shall not accumulate during general leave, military leave, suspension in excess of fifteen (15) days or layoffs.
- 4) An Employee must actually work or be credited with working at least fifteen (15) days per month in order to accumulate the sick leave entitlement for that month.
- 5) Accrued, unused sick leave will be forfeited.
- 6) Any employee not using sick leave or FMLA leave between, January 1 through June 30 and July 1 through December 31 of any calendar year shall receive one (1) work day off with pay for each six (6) month period. Award day requests must be made twenty-four (24) hours in advance of the leave in writing except in cases of emergency. Such days off may be taken by the employee, schedule permitting, and with the consent of the Commander or his/her designee. If such award days

are not used they will accrue in the employee's time bank. All accumulations of award days shall terminate upon termination of employment with the UG.

- 7) All accumulations of sick leave shall terminate upon termination of services with UG except in the case of an Employee who is laid off from his/her position for reasons that are not discreditable to his/her, in which event she may, if reappointed, use any unused sick leave existing at the time of his/her lay-off. Provided, however, that Employees who were hired before January 1, 2016 who have accumulated sick leave and who are eligible for pension at the time of their retirement in accordance with Article XIV shall be paid at their regular salary in a lump sum for such accumulated sick leave up to one-hundred (100) calendar days.

If an Employee has less than the referenced number of accumulated sick leave days, she shall receive the pro rated 1/30 of one month's pay for each day of accumulated sick leave existing at the time. Upon retirement, employees hired on or after January 1, 2016 shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay.

- 8) Supervisors will keep a record of sick days taken by their personnel.

B. Use of Sick Leave.

- 1) Reasonable proof of illness and recovery may be required by the Division before an Employee may return to work or receive sick leave benefits as stated herein.
- 2) Sick leave may be utilized for maternity leave, physical, or mental illness.
- 3) In the event an Employee abuses the sick leave benefit herein provided, the

Communications Commander may direct that no sick leave may be granted the Employee until she has been absent for more than one (1) day due to illness or injury, provided, that this will not be used to discriminate against an Employee.

- 4) Sick leave shall only be used for the purpose for which it was intended, that being to provide an Employee protection against a loss of pay due to illness or to attend to a child, spouse or parent who resides with the employee and whose illness or injury requires the employee's presence.
- 5) Sick leave may not be converted into any other form of compensation.
- 6) When any Employee is sick and cannot report for duty, notice of his/her absence shall be made in every case to the Communications Commander or supervisor on duty. This notice shall be made by the Employee or by a member of his/her immediate family, at least two (2) hours before his/her reporting time. When an Employee provides a doctor's note accompanying his/her initial report of sick leave which indicates the duration of time off required due to such illness or injury, the initial report by the Employee will be sufficient to cover such time off for the duration of such illness or injury.
- 7) All Employees reporting sick, including on the employee's regular days off when preceded and followed by a day of absence due to sickness or injury, will remain at their home or place of confinement. Employees who are absent from work and have reported that they are sick and are absent from their residence or place of confinement shall be held accountable for their absence. If place of confinement is not the Employee's listed residence, she shall thus notify the supervisor she is

reporting to.

- 8) An employee's feigning illness shall subject his/her to disciplinary action and supervisors shall be held responsible for ensuring that their Employees when reporting sick are making a true report of their condition. UG retains the right to check on Employees at home or place of confinement to verify the appropriate use of sick leave.
- 9) Proof of sickness must be received from any individual Employee on the seventh (7th) occasion and thereafter (each incident of being sick will be a time) in any twelve (12) month period. Any illness or sickness resulting in four (4) days of continuous sick leave will require proof of illness and a doctor's release to return to work.
- 10) Any Employee on sick leave is prohibited from being gainfully employed by any employer other than the UG or from being self-employed.

§ 16.10 Exhaustion of Accrued Sick Leave.

Employees who request to use sick leave but have no accumulated sick leave to use shall be treated as follows:

- 1) If the Employee has accumulated holidays, vacation days or compensatory time to their credit, the Employee may request and use the accrued holiday, vacation or compensatory time credits; however, such Employee shall be subject to the progressive discipline provided for in subsection (3) below. Any leave taken under this Section shall be considered sick leave for purposes of Section 16.12.

2) If the Employee has no accumulated holidays, vacation or compensatory time credits, or qualifies under Subsection (1) above and elects not to use such accrued holiday, vacation or compensatory time, such Employee will be docked for the day's pay and subject to the progressive discipline provided for in Subsection (3) below.

(3) The following progressive discipline shall apply:

- a) 1st offense: Verbal Warning and counseling form;
- b) 2nd offense: Written reprimand;
- c) 3rd offense: One (1) day suspension without pay;
- d) 4th offense: Three (3) day suspension without pay;
- e) 5th offense: Five (5) day suspension without pay;
- f) 6th offense: Termination.

Any offense under the above schedule of progressive discipline which occurred more than three (3) years prior to the present offense warranting discipline shall not be considered for the purposes of imposing discipline under the above listed steps of progressive discipline.

4. Progressive discipline as provided for in Subsection (3) above shall commence on January 1, 2011.

§ 16.11 Donation of Sick Leave.

1) An Employee of this Bargaining Unit may donate up to forty (40) hours sick leave to other Employees within this Bargaining Unit, who are off of work due to personal illness and have no accrued vacation, sick leave, compensatory time or any other accrued leave, provided that the donor has in excess of One Hundred (100) hours accumulated sick leave following the donation. Donated

sick leave will not be paid out upon separation. Employees receiving workers compensation benefits or disability benefits under UG disability policies may not receive and/or use donated sick leave.

§16.12 Excessive Use of Sick Leave.

If any Employee, within any twelve (12) consecutive month period, has either: 1) used sick leave on seven (7) or more occasions; or 2) used six (6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence; she shall be classified as an "excessive user of sick leave" except where disciplinary action is prohibited by the Family and Medical Leave Act (F.M.L.A.). When the Employee is absent from work for four (4) hours or less for a pre-approved doctor's appointment, it shall not be considered an occasion of sick leave for the purpose of identifying excessive users, provided that the physician's statement satisfactorily verifies the Employee's attendance at the appointment. The Employee shall be notified, in writing, when she is so classified as an excessive user of sick leave, and notified in writing when she is no longer so classified. This written notice shall be given within fourteen (14) calendar days after the Employee has been so classified as an excessive sick leave user and within fourteen (14) calendar days after the Employee has been removed from the excessive users list. Notice shall be deemed to be given when handed to the Employee, or upon delivery of notice by certified mail. Refusal of certified mail shall be deemed to constitute sufficient notice. For the following Three Hundred and Sixty-Five (365) consecutive calendar day period the

excessive user Employee shall concurrently be subject to the following rules concerning the use of sick leave:

- 1) Physician's Statement: The Employee shall furnish a statement from a physician to his/her supervisor on each occasion the Employee uses sick leave. The statement shall be furnished on the physician's first regular business day of the sick leave use. Notification by facsimile from the attending physician's office to the Communications Commander may be accepted. The statement shall contain the physician's opinion of the probable length of time of the necessary sick leave and the physician's statement that the Employee was unable to work the day that she was absent. If the Employee does not furnish a physician's statement as provided, she shall receive the following discipline:

- a) 1st offense -- one (1) work day suspension without pay.
- b) 2nd offense -- seven (7) work days suspension without pay.
- c) 3rd offense -- termination.

- 2) Continued Use of Sick Leave: If the "excessive user" Employee shall either: (a) use sick leave on seven (7) or more occasions, or (b) use six(6) or more sick leaves immediately before or immediately after his/her regular days off, vacation days, holidays, or any paid leave of absence, then discipline shall be as follows:

- 1) 1st offense - fifteen (15) calendar days without pay;
- 2) 2nd offense - thirty (30) calendar days without pay;
- 3) 3rd offense - the Employee may be subject to termination.

ARTICLE XVII - HOLIDAYS

§ 17.1 Designated Holidays

Employees shall receive one (1) day with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

§ 17.2 Additional Holidays

Employees shall, in addition to the above holidays, receive all other holidays declared to be such by the UG Commission for the benefit of other UG employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday. This provision shall not apply when Unified Government facilities are closed for any reason for less than a full workday, whether in connection with a recognized Holiday, adverse weather, or any other reason.

§ 17.3 Conversion of Holiday Credits

Alternate days off in lieu of a holiday with pay, if not taken by the January following the holiday, will be converted into compensatory time or pay.

§ 17.4 Sick Leave Use on Holiday

Employees who use sick leave on a designated holiday that falls on a regular work day shall not accrue an alternate day off for that holiday.

§ 17.5 Work on Thanksgiving or Christmas Day

Employees who work on Thanksgiving or Christmas Day shall be paid at a rate of two times (2x) the employee's base hourly rate for those hours actually worked on that day.

ARTICLE XVIII - DISCIPLINE

§ 18.1 Discipline

The Union recognizes that the Department Head has the responsibility for maintaining discipline and the efficient and orderly operation of the Unit. Accordingly, the authority to discipline employees is vested exclusively in the Department Head. However, the Department Head may from time to time delegate this authority to subordinate employees.

Employees, excluding probationary employees, shall only be disciplined, discharged or demoted for just cause. Just cause shall include but not be limited to violations of, Unit, Kansas City, Kansas Police Department General Orders, Kansas City Kansas Police Department Public Safety Communications S.O.P., and/or Kansas City, Kansas Police Department Civilian (Non-Sworn) rules and regulations and this Memorandum of Agreement. Probationary employees may be disciplined at the discretion of UG.

Discipline imposed as a result of other than an Internal Affairs Unit or Human Resources 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, which agreement shall not be denied unreasonably. Discipline imposed as a result of an Internal Affairs Unit or Human Resources investigation shall be imposed within thirty (30) calendar days from the completion of such investigation and submission of the investigative file to the Chief or his/her designee for determination of discipline, which time may be extended by mutual written agreement, which agreement shall not be denied unreasonably.

ARTICLE XIX - TECHNOLOGICAL CHANGE / TRAINING

§ 19.1 Technological Change

The parties recognize that automated equipment is now and will in the future be available which could be incorporated in Division operations. UG recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that UG has the right to avail itself of modern technology. With this common objective, the parties agree as follows:

- A) In the event UG introduces major technological changes which would have a direct material impact affecting Bargaining Unit work, twenty (20) days advance notice of such change will be given to the Local Union President in writing.
- B) Any necessary training of employees will be furnished by UG at no expense to the employees and employees shall be compensated at the overtime rate when they are required to be retrained during their off-duty hours which exceed the normal work week. Employees required to be retrained due to technological change, shall be required to attend the technological training as and when directed by Unified Government.

§ 19.2 Training During Scheduled Time Off.

A. Contractual Days Off.

The Department will endeavor to avoid scheduling training on an Employee's regular day off; however, the parties recognize that this is not always possible, particularly when a required certification dependent upon training would expire absent such Employee's attendance. If training is scheduled on an

employee's contractual regular day(s) off, then such employee may be given the choice of compensatory time/overtime pay, provided that such scheduled work would qualify for compensatory time/overtime pay as provided in Article 8. Alternatively, within the discretion of the Communications Commander, such employee may elect to take an alternate day off during the same pay period, as defined in Article 8.1, for every contractual regular day off forfeited, as manpower permits. Such election shall be made by the employee at the time of notification that training is scheduled. An Employee attending training on their regular day off will be paid for the entirety of the time scheduled for the training, even if the amount of time spent in training is less than that time scheduled.

B. Vacation.

If training conflicts with an employee's selected annual vacation choices, scheduled comp time and/or personal days, reasonable attempts by the Communications Commander to provide an alternative training schedule will be made.

§ 19.3 Mileage for Training.

When an Employee is required by the Employer to attend training outside of Wyandotte County, such Employee shall be compensated at the IRS rate for mileage actually incurred by the Employee travelling to and from such required training.

ARTICLE XX - ALCOHOL & DRUG-FREE WORKPLACE & TESTING

§ 20.1 Alcohol and Drug-Free Workplace and Testing

The Union and UG agree to be governed by UG's Alcohol & Drug Testing Program, attached hereto. In addition, the Bargaining Unit employees shall be subject to the Drug-Free Workplace Act of 1988, as amended, and City policy concerning employees alcohol and drug use testing.

§ 20.2 Smoke-Free Workplace

The Union and City agree to be governed by UG's policies and procedures concerning the Smoke-Free Workplace.

ARTICLE XXI - ENTIRE MEMORANDUM OF UNDERSTANDING

§ 21.1 Entire Memorandum of Understanding

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between UG and the members of the Union 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 the 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 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

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meeting and conferring and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the UG and the Union for the life of this Memorandum 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 XXII - SAVINGS CLAUSE

§ 22.1 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 UG, 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 this Memorandum shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII - DURATION

§ 23.1 Duration

This Memorandum shall be in full force and effect from January 1, 2018 through December 31, 2019 and from year to year thereafter unless written notice to the contrary be given
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either party to the other not less than sixty (60) days prior to the anniversary date of a desire to open this Memorandum for negotiation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS**

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 2**

Doug Bach, County Administrator

DATE

Approved as to form:

Kenneth J. Moore, Chief Counsel

Renee Ramirez, HR Director

Attest:

Unified Government Clerk

DATE

APPENDIX A

EFFECTIVE DATE	1/1/18	1/1/19
Dispatcher (Less than 12 months)	\$3,205.38	\$3,269.48
First Increment (Minimum of 12 months)	\$3,332.67	\$3,399.32
Second Increment (Minimum of 24 months)	\$3,467.05	\$3,536.39
First Merit Increment (Minimum of 42 months as Dispatcher)	\$3,673.90	\$3,747.37
Second Merit Increment (Minimum of 60 months as Dispatcher)	\$3,894.90	\$3,972.79
Third Merit Increment (Minimum of 120 months as Dispatcher)	\$4,089.38	\$4,171.16
Lead Dispatcher	\$4,496.02	\$4,585.94

The incremental steps recognized in the classification of Dispatcher are contemplated to be based upon the stated time periods of continuous service.

POLICE DEPARTMENT

SERVICES BUREAU

PUBLIC SAFETY COMMUNICATIONS

LTC. Kevin Steele
Angell
Services Bureau Director
Communications

Captain Robert
Public Safety

*** MEMORANDUM ***

TO: Communications Personnel

FROM: Captain R. Angell

DATE: 01-01-12

SUBJECT: Eating within the Communications Center

The following snack guidelines will be allowed within the Communications Center and at the work console.

- Food that would be considered a “snack” such as a granola bar, candy bar, or other self contained snack item will be allowed at the work console for consumption throughout the dispatchers work day.
- No meal items such as sandwiches, burgers, microwave meals, or carry out items will be allowed.
- No food items that are liquid or items that would create an unsanitary condition on or around the computer work area will be allowed.

Dispatchers are not allowed to speak to a citizen on the telephone while eating any food item. No transmission across any radio air will occur while eating any food item. Service to our citizens and officers will continue to be our primary function; the eating of a food item will not be allowed to promote an unprofessional image of our unit.

The Supervisory Staff will monitor all employees for compliance to these guidelines. Any snack item, which in the opinion of the Supervisor does not comply, will be removed immediately from the dispatch floor.

The allowing of snack items on the floor is not intended to alter the wording in the Memorandum of Understanding between the Unified Government and the UFCW. It is instead a privilege granted in a joint understanding between the two that can be rescinded by the Unit Commander if abused.

APPENDIX B

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 2

Doug Bach, County Administrator

Paul Price

Hollie Meeks

Sharon L. Douglas

Cynthia Jones

Rita Hye

8/27/2018

DATE

DATE

Approved as to form:

Kenneth J. Moore, Chief Counsel

Renee Ramirez, HR Director

Attest:

Unified Government Clerk

**AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, AUGUST 30, 2018**

X. REGULAR CONSENT AGENDA

REVISED ITEM

**Item No. 2 – 18351...RESOLUTION: MANAGEMENT AGREEMENT FOR
DOWNTOWN GROCERY STORE**

Synopsis: Submitting a revised management agreement for the Downtown Grocery Store.

GROCERY STORE MANAGEMENT AGREEMENT

by and between

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS,

and

THE COMMUNITY MERCANTILE, INC., a Kansas corporation

With Respect to Grocery Store to be Constructed at:

[Generally 5th and Minnesota Avenue, Kansas City, Kansas]

_____, 2018

GROCERY STORE MANAGEMENT AGREEMENT

THIS GROCERY STORE MANAGEMENT AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 2018 (the "**Effective Date**"), between the THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "**UG**") and THE COMMUNITY MERCANTILE, INC., a Kansas corporation ("**Manager**").

RECITALS:

A. The UG has acquired or intends to acquire certain real property situated in Wyandotte County, Kansas, and more particularly described on Exhibit 1 attached hereto (the "**Project Site**").

B. The UG contemplates a development on the Project Site of approximately 12,000 to 14,000 square foot full-service downtown grocery store serving the downtown Kansas City, Kansas community, along with certain other associated private and public improvements.

C. The UG proposes to construct and develop a 12,000 to 14,000 square foot first class grocery store on a portion of Project Site described on Exhibit 2 attached hereto and made a part hereof (the "**Grocery Store Site**").

D. Manager proposes to operate and manage the Grocery Store pursuant to the terms and conditions of this Agreement.

E. The Grocery Store is to be developed pursuant to a plan (the "**Development Plan**"), which Development Plan is described more fully in Section 3.1 hereof.

F. The parties hereto do now desire to make and enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Manager hereby agree as follows:

ARTICLE 1 **DEFINITIONS; INTERPRETATION**

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth herein;
- (g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, generally in accordance with GAAP.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2
APPOINTMENT OF MANAGER; EMPLOYEES; OPERATING COVENANT;
PERMITTED USE

2.1 Undertaking of Manager. Manager hereby agrees, subject to the terms and conditions hereinafter provided, to manage and operate the Grocery Store for the Term. Manager hereby accepts such engagement on the terms and conditions hereinafter set forth. Manager shall have no right or authority, express or implied, to commit or otherwise obligate the UG or to encumber the Grocery Store Site in any manner whatsoever. Manager acknowledges that it is an independent contractor and not an employee of the UG. In all respects, Manager shall act as the UG's fiduciary with respect to funds of the UG handled by Manager under this Agreement.

2.2 Employees. Manager shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, and safely manage, operate, maintain and account for the Grocery Store, as reasonably determined by Manager from time to time. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Manager, which shall be in all respects the employer of such personnel. Notwithstanding the foregoing, Manager agrees that: (i) all employees of Manager shall receive a minimum starting hourly wage sufficient to provide the necessities and comforts essential to an acceptable standard of living; and (ii) Manager will actively use its best efforts to recruit, hire and retain as employees the residents of Kansas City, Kansas (especially those in close proximity and in adjacent neighborhoods). Manager shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Furthermore, Manager represents and warrants that it and its employees (and, if applicable, subcontractors and their respective employees) will hold all licenses and permits legally required for it to perform its obligations under this Agreement, and Manager hereby covenants and agrees to maintain all such licenses and permits during the term of this Agreement. As it relates to Manager's personnel arrangements, this Agreement is not one of agency by Manager for the UG but one with Manager engaged independently in the business of employing individuals on its own behalf as an independent contractor, and the UG shall have no liability with respect thereto. The UG and Manager hereby agree that Manager shall be strictly a manager of the Grocery Store and shall have no leasehold or any other property interest in the Grocery Store Improvements or Grocery Store Site whatsoever.

2.3 Operating Covenant; Trade Name; Permitted Use. Manager shall cause the Grocery Store to be continuously and exclusively operated during the customary hours for a first-class Grocery Store in the Kansas City, Kansas metropolitan area, and at minimum the hours of 8:00 AM through 8:00 PM each day, subject to closure for remodeling, casualty, condemnation and events of Force Majeure as a first-class retail grocery store, serving a full range of meats, fresh fruit and vegetable produce, and for other related uses incidental and common to a first-class retail grocery store, and for no other use whatsoever without the prior written consent of the UG. Manager's operation shall be substantially the same as its other first-class grocery store operation in Lawrence, Kansas ("**Manager's Other Grocery Store**"). Incidental to the above, Manager shall: (i) operate a small café and coffee shop for on-premises consumption (size and

menu offerings similar to grocers in the metropolitan area operating similar cafes such as Whole Foods, Hy-Vee and Cosentino's Price Chopper) (the "**Café**"), which Café shall include without limitation a seating area for on-premises consumption (as opposed to mere operation of a coffee kiosk), and which Café shall sell coffee by the cup, espresso/coffee/tea-based drinks, blended beverages typically served in a café of its type, and an array of assorted food items typically offered in a Café of its type (including but not limited to baked goods, desserts, frozen desserts, salads, sandwiches, juices, and smoothies); and (ii) shall offer regular community-based cooking classes which shall utilize an adequately equipped demonstration area. Manager shall conduct Manager's business at the Grocery Store only under the trade name of "The Merc Co+op" or similar trade name(s).

2.4 Restrictions on Project Site.

2.4.1 From and after the date of this Agreement, and throughout the Term (and any extensions and renewals thereof), and for so long as no default by Manager under this Agreement is in existence, the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site which shall: (i) have a bakery as its primary use; or (ii) be operated by a retailer whose primary business is the sale of one or more of the following: produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, or bakery goods. Notwithstanding anything to the contrary contained in this Section 2.4, the provisions in this Section 2.4 shall not apply to the sale of grocery items where the sale of such items is incidental to and does not constitute a substantial part of the main business of the seller.

2.4.2 So long as Operator has from the Opening Date continuously operated the Café, the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site a coffee store or coffee bar, or any business whose primary operation is the sale of fresh fruit drinks, smoothies or juices.

2.4.3 Manager acknowledges and agrees that the UG shall be permitted to license, lease or operate on the Project Site a retail farmer's marketplace intended to sell foods directly by farmers to local consumers (a "**Farmer's Market**"). Such Farmer's Market may be outdoors, situated in parking areas, and may consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and certain prepared foods and beverages. Any such Farmer's Market shall be restricted so as to ensure that vendors only sell local produce grown by such vendors (as opposed to the resale of produce which was grown by unaffiliated third parties).

2.4.4 So long as Operator has from the Opening Date continuously as part of its operation sells vitamins, body care products, cosmetics, over-the-counter health care items, medicinal herbs, homeopathic remedies, and over-the-counter nutritional supplements (collectively, "**Wellness Products**"), then the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site whose primary business is the sale of Wellness Products. Notwithstanding the foregoing, the UG shall be permitted to operate, allow or lease retail space in the Project Site for a pharmacy whose primary business is filling prescription medications.

ARTICLE 3
CONSTRUCTION & DEVELOPMENT PLAN

3.1 Development Plan. Reference is hereby made to the Development Plan attached hereto as Exhibit 3. The UG covenants and agrees that the Grocery Store Improvements shall be developed, constructed, and completed in substantial accordance and compliance with the Development Plan.

3.2 Amendment of Development Plan. The Development Plan may only be amended or modified with the reasonable and timely approval of the UG and Manager, subject to full compliance with all Applicable Laws and Requirements. Notwithstanding the foregoing, the Development Plan shall be amended to the extent necessary to keep the cost of the Grocery Store Improvements within the constraints of the Project Costs Budget.

ARTICLE 4
CONDITIONS

4.1 Conditions. Manager or the UG (as applicable for each condition) shall have the right to cancel and terminate this Agreement unless each and all of the following conditions have been satisfied on or before January 31, 2019 (the "**Condition Date**"), unless otherwise specified for a particular condition set forth below:

4.1.1 Financing Plan. Both Manager and the UG, each acting in its own respective sole discretion, shall have the right to terminate this Agreement on or before the Condition Date, unless Manager and the UG have, on or before the Condition Date, each respectively approved of the sources of, and all terms and provisions respecting, financing for the Grocery Store (collectively, the "**Financing Plan**"), including, without limitation, (a) the sources and uses for financing the construction of the Grocery Store Improvements, (b) the amount of the Total Project Costs, and (c) all other financial aspects of the Grocery Store, including but not limited to the timely approval by the UG of a pro forma statement of profits and losses for the Grocery Store prepared by Manager.

4.1.2 Manager's Due Diligence Date Conditions. Manager, acting in its own sole discretion, shall have the right to cancel and terminate this Agreement unless, on or before the Condition Date, Manager has satisfied itself as to the nature, quality or condition of the Grocery Store Site. Notwithstanding the foregoing, Manager recognizes, stipulates and agrees that it is relying, and shall rely, solely on its own investigation of the Grocery Store Site and not on any information provided or to be provided by the UG, its officers, employees, agents or contractors, and that if Manager does not exercise its right to cancel and terminate under this Section, then Manager shall be deemed and considered to be fully and completely satisfied with the Grocery Store Site and all parts and aspects thereof.

4.1.3 Approval by UG Commission The UG's Commission shall have approved resolutions authorizing the execution of this Agreement and shall have approved the Financing Plan.

4.2 Termination; Effect of Termination. Either the UG or Manager may exercise its termination rights under the conditions set forth in Section 4.1, by written notice to the other by 5:00 p.m., Kansas City time on the Condition Date. Upon any termination hereof pursuant to Section 4.1 hereof, this Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

4.3 Waiver of Conditions. If either Manager or the UG shall fail to exercise a particular right to terminate as provided for in Section 4.1, then said party shall be deemed to be satisfied as to that particular condition and shall be deemed to have waived said termination right as of the final time permitted by Section 4.1 to exercise such termination right.

ARTICLE 5

TERM; GRAND OPENING; OPERATING EXPENSES; STABILIZATION FUND; UG FEES; BOOKS AND RECORDS; FINANCIAL REPORTING

5.1 Term. The Term of this Agreement (the "**Term**") shall, subject to the terms hereof, commence on the Effective Date and shall expire three (3) years from the date the Grocery Store is opened for business (the "**Opening Date**") unless sooner terminated in accordance with any of the other provisions of this Agreement. The Term shall automatically renew each year following expiration of the initial Term for a period of one (1) year; provided that at any time following the initial Term either Manager or the UG may terminate this Agreement upon the giving of six (6) months advance written notice to the other party. At any time following the initial Term, either party may request that the parties document a future renewal term through a long term lease structure as opposed to an extension of this Agreement. In such case, both parties agree a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the matter, and thereafter the parties shall attempt in good faith to negotiate the terms of a long term lease agreement. Notwithstanding the foregoing, it is agreed that either party may cease such negotiations at any point, and the UG and Manager have no affirmative obligations to enter into a long term lease agreement until the parties reach mutually agreeable terms reduced to writing and signed by the parties.

5.2 Grand Opening. It is understood and agreed that, prior to the Opening Date, it will be necessary and in the best interests of the UG and Manager to have Manager initiate a program for employing and training Grocery Store personnel; advertising, promoting, and marketing the Grocery Store; and initiating and carrying out all such other and further activities reasonably deemed necessary or appropriate by Manager for the operation of the Grocery Store from and after such opening (such opening, the "**Grand Opening**"). Such Grand Opening program shall commence at least sixty (60) days prior to the estimated opening and shall continue to and include such opening. Manager agrees that all costs related to (i) such opening program, (ii) initial inventory, and (iii) other start-up costs for the Grocery Store shall be

advanced by Manager; and Manager understands that the UG shall have no obligation to advance any Grand Opening expenses except as hereinafter provided. Notwithstanding the foregoing, the UG hereby agrees that it shall reimburse Manager for an amount up to One Hundred Fifty Thousand Dollars (\$150,000) in connection with expenses incurred during the period commencing sixty (60) days prior to the estimated Grand Opening and the first two (2) Quarterly Accounting Periods with respect to such Grand Opening (the "**Grand Opening Fund**").

5.3 Payment of Operating Expenses. Manager shall be responsible for payment of all expenses incurred in the operation and maintenance of the Grocery Store pursuant hereto (the "**Operating Expenses**"), including without limitation, the following: (i) purchases of grocery inventory; (ii) purchases and rentals of trade equipment and fixtures, and maintenance charges incurred with respect thereto; (iii) media advertising and other business promotion, with newspaper and other print medium advertising charges; (iv) cleaning services and supplies; (v) uniforms and laundry; (vi) legal and accounting services specific to the operation of the Grocery Store; (vii) office supplies and expenses; (viii) trade association dues; (ix) inspections; (x) utilities necessary to operate and manage the Grocery Store, including electricity, gas, water, sewage, trash, and telephone; (xi) personnel employed at or in connection with the Grocery Store by Manager, including the direct cost of all salaries and wages, payroll taxes, unemployment compensation contributions, or other fringe benefits to which such personnel may be entitled as employees of Manager; (xii) ordinary maintenance and repairs of the Grocery Store Improvements pursuant to this Agreement; (xiii) insurance secured and maintained by Manager pursuant to this Agreement; (xiv) all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements; and (xv) any and all other direct costs and expenses reasonably necessary to the operation and management of the Grocery Store.

5.4 Stabilization Fund Reserve Account. Upon the Grand Opening, the UG shall establish a "**Stabilization Fund Reserve Account**", in the amount of Five Hundred Forty Thousand Dollars (\$540,000.00) in a bank designated by the UG from time to time. The UG shall be the only party authorized to draw upon the Stabilization Fund Reserve Account, unless otherwise agreed upon by the parties. The Stabilization Fund Reserve Account may be drawn on and made available for reimbursement to Manager during the Term only if the applicable Quarterly Sales Stabilization Benchmark has not been achieved during the first three (3) years of the Term (the "**Stabilization Period**") as hereinafter provided. At the end of any Quarterly Accounting Period during the Stabilization Period in which the Gross Revenues for such Quarterly Accounting Period fail to exceed the applicable Quarterly Sales Stabilization Benchmark (a "**Quarterly Gross Revenue Shortfall**") as set forth on the matrix attached hereto as Exhibit 4 (the "**Stabilization Fund Matrix**"), Manager shall be entitled to withdraw from the Stabilization Fund Reserve Account a percentage of such Quarterly Gross Revenue Shortfall in the amounts set forth in the Stabilization Fund Matrix. Notwithstanding the foregoing, in the event that Manager meets or exceeds the Quarterly Sales Stabilization Benchmarks for four (4) consecutive Quarterly Accounting Periods during the Stabilization Period, all funds in Stabilization Fund Reserve Account will immediately vest in the UG, the UG shall have the sole right to access and use the funds remaining funds in the Stabilization Fund Reserve Account, and Manager shall have no further right to access the Stabilization Fund Reserve Account. During the Stabilization Period, any and all UG Fee (hereinafter defined) received by the UG shall be used if necessary to replenish the Stabilization Fund Reserve Account. Any unused funds in the

Stabilization Reserve Account at the expiration of the Stabilization Period shall become the sole and exclusive property of the UG, and Manager shall thereafter have no further right to the Stabilization Fund Reserve Account.

5.5 UG Fee. During the Term, Manager shall pay, within thirty (30) days after the end of each Quarterly Accounting Period, a fee to the UG (the "UG Fee"), in the amount, if any, equal to three and one half percent (3.5%) of Gross Revenues for the preceding Quarterly Accounting Period exceeding the applicable Quarterly Sales Stabilization Benchmark as set forth on the Stabilization Fund Matrix.

5.6 Books and Records. Manager shall maintain at its principal office adequate and separate books and records in connection with its management and operation of the Grocery Store. Such books and records shall be kept in accordance with GAAP generally applied. The UG shall have the right and privilege of examining and auditing such books and records at any and all reasonable times.

5.7 Financial Reports. Within thirty (30) days after the end of each Quarterly Accounting Period, Manager shall render to the UG a preliminary statement of income and expenses, including the Gross Revenues and Operating Expenses, showing the results of operation of the Grocery Store for such period and year-to-date. Such preliminary statements shall be in the form that Manager reports income and expenses to its home office and in the form used by Manager with respect to Manager's Other Grocery Store. Within forty-five (45) days after the end of each Quarterly Accounting Period, Manager shall render to the UG a narrative report on operations of and at the Grocery Store accompanied by a statement of income and expenses and a balance sheet in a form mutually and reasonably agreed upon between Manager and UG. Within one hundred eighty (180) days after the end of each Fiscal Year, Manager will provide to the UG a financial statement for the just ended Fiscal Year and copies of sales tax returns within thirty (30) days of filing the same for the Grocery Store. Within ninety (90) days after the expiration or earlier termination of this Agreement, Manager shall provide to the UG a final financial statement. At any time during the Term, the UG shall have the right to audit the Operating Expenses and the financial records described herein, and Manager agrees to fully cooperate with any such audit. In the event that any such audit reveals an error not otherwise subject to reasonable discretion or interpretation, Manager shall correct the error and pay any amounts required to compensate for any deficiency; and in addition to paying any such deficiency, if such a deficiency is an error larger than five percent (5%) in any of the following: (a) Gross Revenues, or (b) UG Fee, Manager shall pay the reasonable costs of such audit, including the costs of the reasonable accounting fees associated therewith.

5.8 Budgets and Reports. Manager shall submit to the UG for its consideration and comment, at least ninety (90) days prior to the anticipated beginning of operations of the Grocery Store, and at least ninety (90) days prior to the beginning of each Fiscal Year thereafter, a proposed Operating Budget ("**Operating Budget**") for the Grocery Store for each Fiscal Year, which Operating Budget shall set forth in reasonable detail Manager's best estimate of Gross Revenues and Operating Expenses. The UG agrees to review and comment on such proposed Operating Budget to Manager in writing on or before the sixtieth (60th) day after receipt thereof from Manager. The UG's consideration of the Operating Budget and comments thereto shall be based upon factors concerning management and ownership of the Grocery Store consistent with

this Agreement. Manager shall implement such Operating Budget and shall be authorized, subject to the limitations set forth in this Agreement, without the need for approval by UG, to make the expenditures and incur the obligations reasonably anticipated by the relevant Operating Budget, and Manager may not exceed any item in the Operating Budget by more than fifteen (15%) in any Quarterly Accounting Period without the prior consent of the UG. Manager acknowledges and agrees that its rights with respect to accessing funds in the Stabilization Fund Reserve are conditioned upon Manager's performance of its obligations pursuant to this Section 5.8.

ARTICLE 6

OPERATION OF GROCERY STORE

6.1 General Responsibilities of Manager. Manager is hereby charged with the sole and exclusive management of the Grocery Store, and shall provide the UG with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the customers and users of the Grocery Store consistent with profitable utilization and sound business practices, and as provided by Manager in the operation of Manager's Other Grocery Store and with other first class grocery stores in the Kansas City, Kansas metropolitan area. It shall be the duty of Manager, at all times during the Term, to operate and maintain the Grocery Store according to high standards for similar facilities. The UG agrees that Manager may contract for goods and services necessary for the operation of the Grocery Store, in Manager's good faith discretion, consistent with the standards and sound business practices described herein.

6.2 Utilities and Contracts. Subject to the terms of this Agreement, Manager shall operate, maintain, repair and otherwise manage the Grocery Store and provide for the furnishing of water, electricity, gas, telephone, vermin extermination, trash removal and other services necessary or advisable for the operation of the Grocery Store, and shall either perform such service or hire and supervise contractors in maintenance, repair or replacement, to be performed in accordance with the Operating Budget. Manager is authorized to make and enter into all such contracts, equipment leases, and agreements as are required in the ordinary course of business (consistent with Manager's Other Grocery Store) for the operation, maintenance, and service of the Grocery Store and to pay the same when due and otherwise fully perform thereunder; however, Manager shall be required to obtain the consent of the UG before entering into any Material Contract not provided for in the Operating Budget, unless the Material Contract is a case of immediate need or emergency. Without limiting Manager's indemnity set forth in Section 6.12 hereof, Manager hereby agrees to pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any claim, demand, expense, penalty or fine under the contracts described in this Section, but excluding therefrom any such expenses and liabilities arising from the negligent or willful conduct of the UG or its governing body members, directors, officers, employees or agents.

6.3 Term of Contracts. Any contract, equipment lease, or agreement entered into by Manager with respect to the Grocery Store shall not exceed the Term of this Agreement, or any

renewal thereof, unless terminable without penalty on thirty (30) days' notice or less, without the prior written and timely approval of the UG.

6.4 Employment of Personnel. Manager shall hire, train, supervise, direct the work of, and discharge all personnel of the Grocery Store in a manner consistent with Manager's Other Grocery Store. Manager will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, ancestry, handicapped status, marital status, Vietnam era veteran status, familial status, or special disabled veteran status. Such personnel shall in every instance be deemed employees of Manager and not of the UG. The UG shall have no right to supervise or direct such employees. Notwithstanding any other provision of this Agreement, Manager agrees to indemnify and hold the UG, its governing body members, directors, officers, employees and agents harmless from any loss, cost, or expense, including attorneys' fees, incurred by them, or any of them, with respect to a breach by Manager of this subsection. Salaries, wages, and other compensation of Manager's employees, including social security, taxes, worker's compensation insurance, and the like, shall be an Operating Expense. Manager shall execute and file punctually when due all forms, reports, and returns required by law relating to the employment of personnel.

6.5 Taxes. Manager shall pay or cause to be paid, as they become due and payable all taxes, assessments (which, for purposes of this Section shall be deemed to include any Benefit District assessments and any transportation development district assessments existing on the Effective Date of this Agreement) and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements or any part thereof or upon any income therefrom, including, but not limited to, any taxes, assessments or other governmental charges levied, assessed or imposed on the Grocery Store Improvements, or with respect to the assessed value of the Grocery Store Improvements; provided however, that Manager shall not be required to pay or cause to be paid such taxes or assessments or other charges to the extent that the amount, applicability or validity thereof shall be contested in good faith by appropriate proceedings and the Manager shall have established and shall maintain adequate reserves on its books for the payment of the same if required by GAAP. Manager agrees that it is the intent of this Agreement that, notwithstanding any ownership of the Grocery Store Site by the UG, the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, shall be subject to the taxes, assessments and other governmental charges that would be applicable if it were not owned by the UG, but, instead, was and is owned by a tax-paying Person, and Manager agrees that Manager shall not make any filing or application, or take any action seeking any exemption for the Grocery Store Site or Grocery Store Improvements or which has as its purpose the causing of the same to be tax-exempt. In the event that the Grocery Store Site or Grocery Store Improvements shall be deemed exempt from normal real and/or personal property taxes and assessments or other governmental charges for any reason whatsoever, there shall be paid to the UG, from Gross Revenues, as an Operating Expense, a payment in lieu of taxes ("PILOT"); the amount, from time to time, of such PILOT, and the time for payment of the same shall be as similar as practicable to what the normal real and/or personal property taxes, assessments and other governmental charges respecting the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, would be at any particular time if the same were not exempt, and if the UG and Manager cannot agree as to the same, the matter will be submitted to a binding private arbitration proceeding, the rules, procedures and standards for which shall be substantially similar to those in a proceeding in which Manager would have otherwise contested the amount of

normal real and/or personal property taxes and assessments or other governmental charges, had the same been levied or assessed, and the costs of any such arbitration shall be paid one-half (½) by Manager and one-half (½) by the UG.

6.6 Insurance. During the Term, Manager shall, as an Operating Expense, maintain or cause to be maintained insurance with respect to the Grocery Store Site, the Grocery Store Improvements and the Grocery Store covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating and/or managing similar properties (including but not limited to Manager's Other Grocery Store) and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in its judgment, are adequate to protect the UG, the Grocery Store Site, the Grocery Store Improvements, and the Grocery Store, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit 5, and made a part hereof. Each policy or other contract for such insurance shall (a) name the UG and Manager as an insured, and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to the UG, Manager and each other insured, additional insured, loss payee and mortgage payee named therein.

6.7 Repairs, Maintenance and Alterations. During the Term, Manager shall cause the Grocery Store Improvements, and all parts thereof, the Grocery Store Site and all other of its property used or useful in the conduct of its business and operations, to be maintained, preserved and kept in good repair and working order and in a safe condition, reasonable wear and tear excepted, consistent at all times with other comparably situated first class Grocery Store and Manager's Other Grocery Store, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations. Manager may make non-structural additions, alterations and changes to the Grocery Store Improvements so long as such non-structural additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and as long as the same do not materially adversely affect the value of the Grocery Store or Manager's ability to perform its obligations under this Agreement. All other changes and additions to the Grocery Store shall be subject to the reasonable and timely approval of the UG. Notwithstanding the foregoing or anything in this Agreement to the contrary, the UG shall retain, at its sole cost and expense, responsibility for the following: (i) roof, foundation, exterior walls, landscaping, drainage systems, utility systems and all structural repairs or replacements to the Grocery Store Improvements, (ii) capital repairs or replacements of the Grocery Store Improvements, together with the adjacent parking lots, driveways, curbs, islands, exterior lighting and related facilities serving the Grocery Store if and to the extent that the same are capital repairs or replacements, and (iii) capital repairs or replacements of the refrigeration and compressor units included among the Grocery Store Improvements.

6.8 Compliance. Manager shall conduct its affairs and carry on its business and operations in, on or about the Grocery Store Site in such a manner as to comply with any and all Applicable Laws and Requirements, procure and maintain all licenses and permits and observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Governmental Authorities applicable to Grocery Store Site

and the Grocery Store Improvements; provided, however, that nothing contained in this Agreement shall require the Manager to comply with, observe and conform to any such law, order, regulation or requirement of any Governmental Authorities so long as the validity thereof shall be contested by the Manager in good faith by appropriate proceedings, and provided Manager has secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of the Manager to pay the Operating Expenses as they come due. Manager agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements, which amounts shall be considered Operating Expenses hereunder.

6.9 Payment of Obligations. During the Term, the Manager shall promptly pay or otherwise satisfy and discharge all of Manager's personal obligations (as opposed to obligations incurred in Manager's capacity as manager of the Grocery Store) and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply would not materially impair its ability to perform its obligations under this Agreement nor subject any part of the Grocery Store Site or the Grocery Store Improvements to loss or forfeiture.

6.10 Liens and Encumbrances. During the Term, the Manager shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances created or permitted with respect to the Grocery Store Site or Grocery Store Improvements by Manager that are not Permitted Encumbrances.

6.11 Damage, Destruction or Condemnation.

6.11.1 Casualty Escrow. In the event of damage to or destruction of any portion of the Grocery Store Site and/or the Grocery Store Improvements resulting from fire or other casualty during the Term, or in the event any portion of the Grocery Store Site and/or the Grocery Store Improvements are condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, (a) the net proceeds of any insurance relating to such damage or destruction, (b) the net proceeds of such condemnation or taking or (c) the net proceeds of any realization on title insurance, shall be paid into, and used in accordance with a casualty escrow agreement satisfactory to the UG ("**Casualty Escrow**").

6.11.2 Casualty. The parties hereby agree that if, at any time during the Term, the Grocery Store Site or the Grocery Store Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "**Damaged Facilities**"), in whole or in part, the UG may, in its sole discretion, either (a) commence and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty with and to the extent of insurance proceeds payable with respect to the Casualty and the UG shall be entitled to draw upon the Casualty Escrow for payment of said costs, or (b) terminate this Agreement and retain the proceeds of the Casualty Escrow as its sole and exclusive property. The UG shall, within ninety (90) days of such Casualty, provide written notice to Manager of its intention to either rebuild the Grocery Store Improvements or terminate this Agreement as set forth above.

6.11.3 Condemnation. The parties agree as follows:

(a) if at any time during the Term, title to a material portion or all of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, this Agreement shall hereby terminate as of the date of such taking and the UG shall be entitled to all of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements.

(b) if at any time during the Term, a less than material portion of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, the UG, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Grocery Store Site and Grocery Store Improvements as nearly as possible to its former condition and shall be entitled to draw upon that part of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements for payment of said costs.

(c) For purposes of this Section 6.11.3, references herein to a taking of a "material portion" of the Grocery Store Site or Grocery Store Improvements shall mean a taking that is so substantial that it renders the same unusable for their particular purpose.

(d) Notwithstanding anything herein to the contrary, Manager hereby agrees that Manager shall have no rights or claims in connection with a condemnation award hereunder for the Grocery Store Site and Grocery Store Improvements, but shall have the right to pursue and retain any condemnation award attributable to Manager's inventory, trade equipment, fixtures, machinery and/or any other property, if any.

6.12 Indemnity. Manager shall pay and indemnify and save the UG and its governing body members, directors, officers, and employees and agents (collectively, the "**Indemnitees**") harmless from and against all loss, liability, damage or expense arising out of (a) damage or injury, actual or claimed, of whatsoever kind or character, to third parties or the property of third parties occurring or allegedly occurring in, on or about the Grocery Store Site and/or Grocery Store Improvements to the extent caused by the negligence or conduct of Manager or its employees and agents, and (b) any breach, default or failure to perform by Manager under this Agreement, but excluding therefrom any such loss, liability, damage or expense arising from the negligent or willful conduct of the UG or its governing body members, directors, officers, employees or agents. Manager shall also pay and indemnify and save the Indemnitees harmless of, from and against, all reasonable costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any of the above-described claims, demands, expenses, penalties or fines. If any action or proceeding is brought against the Indemnities by reason of any such claim or demand, Manager, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the Indemnitees. The foregoing notwithstanding, Manager's duty and obligation hereunder to indemnify any Indemnitees is expressly conditioned upon such Indemnitee's agreement to waive any and all rights of recovery against Manager on account of any loss, liability, damage or expense which is insured against under any policy of insurance maintained pursuant to the terms hereof or which is otherwise maintained by Manager or such Indemnitee.

6.13 Prohibition on Sales, Etc. Manager will not, without the prior written consent of the UG, (a) assign, sell, lease, mortgage or otherwise transfer this Agreement, any of its rights or

responsibilities hereunder, or any other of its rights, titles or interest hereunder or by virtue hereof or (b) merge with or into another Person or sell or transfer to another Person substantially all of its assets, rights or interests. The UG shall have the right to grant or withhold its consent to any of the aforesaid in its sole discretion.

6.14 Utilities. During the Term, all utility and utility services used in, on or about the Grocery Store Site and/or Grocery Store Improvements shall be paid for by Manager as Operating Expenses and shall be utilized or contracted for by Manager in Manager's own name, and Manager shall procure any and all permits, licenses or authorizations necessary in connection therewith. Manager understands and agrees with the UG that the Grocery Store Improvements shall be constructed so that the same utilize only electric utility service. As to all utilities in, on or about the Grocery Store Site and/or Grocery Store Improvements, Manager hereby agrees to utilize the UG Board of Public Utilities ("**BPU**") for any such utilities.

6.15 Access. During the Term, Manager hereby recognizes, acknowledges and agrees that the UG and its duly authorized representatives and agents, shall have the right to enter the Grocery Store Site and/or the Grocery Store Improvements at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Grocery Store in the Grocery Store Improvements. Nothing contained in this Section 6.15 shall restrict or impede the right of the UG to enter the Grocery Store Site and/or Grocery Store Improvements pursuant to any Applicable Laws and Requirements.

6.16 Environmental Matters.

The Manager shall not itself and shall not knowingly permit any other party to store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Grocery Store Site in violation of any Environmental Regulation, shall not cause any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations, shall, cause all Hazardous Substances brought to the Grocery Store Site or permitted by Manager to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in material violation of any Environmental Regulation, and shall comply with all other Environmental Regulations. Manager shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all actual and direct claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees directly incurred by the UG (including, but not limited to, prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination of this Agreement. Any amounts covered by the foregoing

indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

The UG, on behalf of itself and its employees, agents and contractors, shall not knowingly permit any party to store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Grocery Store Site in violation of any Environmental Regulation, shall not cause any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations, shall, cause all Hazardous Substances brought to the Grocery Store Site or permitted by the UG to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in material violation of any Environmental Regulation, and shall comply with all other Environmental Regulations. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the Manager and any successors and assigns of the Manager, and shall survive the termination of this Agreement.

6.17 Surrender. At the expiration of the Term or earlier termination of this Agreement, pursuant to the terms and conditions hereof, Manager shall surrender and vacate the Grocery Store Site and Grocery Store Improvements, and the UG may re-enter and take possession of the same. Manager hereby covenants to peaceably and quietly surrender the Grocery Store Site and Grocery Store Improvements to the UG, in good condition and repair, normal wear and tear excepted, and to execute and deliver to the UG such instruments as shall be required by the UG to properly evidence termination of Manager's rights hereunder.

6.18 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Manager from complying with all Applicable Laws and Requirements.

ARTICLE 7
SPECIAL PROVISIONS

7.1 Special Agreements of Manager.

7.1.1 Manager agrees that it will actively market, advertise and promote the Grocery Store in the Kansas City Metropolitan area and regionally through television, radio, newspaper or other media, or through other non-media promotions or events. In addition to the foregoing, the UG and Manager hereby agree that any press releases regarding the Grocery Store or the Grocery Store Site during the Term of this Agreement shall be mutually released by the UG and the Manager.

7.1.2 Manager hereby agrees that it shall use its reasonable commercial efforts to require its agents, employees and representatives who travel to Kansas City on overnight business related to the Grocery Store to stay in hotels in Wyandotte County, Kansas.

7.2 LBE/MBE/WBE Employment Opportunity Goals. Manager agrees to use its reasonable efforts to comply with the goals set forth on Exhibit 6, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

7.3 Sales Tax Information. Manager shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Grocery Store Site. In connection therewith, Manager recognizes, stipulates and agrees that such sales shall include electronic, internet or telephone ticket sales. Manager agrees that it will itself provide, and that it will, by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from the Grocery Store Site, to provide to the UG true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Grocery Store Site, the same to be provided simultaneously with or within ten (10) days after such filing. Manager shall, to the extent allowed by Applicable Laws and Requirements, provide to the Kansas Department of Revenue the names of all vendors operating in, on or from the Grocery Store Site, their Kansas sales tax identification number and their dates of operation.

ARTICLE 8
DEFAULT AND REMEDIES

8.1 Default Provisions. Manager shall be in default under this Agreement if:

8.1.1 Manager fails to make any of the payments of money when due as required by the terms of this Agreement; or

8.1.2 Manager fails in a material manner to keep or perform any covenant or obligation herein contained on Manager's part to be kept or performed, and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice specifying such failure and that the UG considers such failure to be material and requesting that it be remedied;

provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected; or

8.1.3 Manager or any Affiliates of Manager shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Manager generally is not paying its debts as such debts become due; or Manager or any Affiliates of Manager make an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Manager or any Affiliates of Manager and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Manager whereupon the Grocery Store Site, the Grocery Store Improvements, or any part thereof, or any interest therein of Manager under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

8.1.4 Manager breaches its representations and warranties set forth in this Agreement and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice from the UG specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Manager covenants to pay and to indemnify the UG against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies. Without limiting the generality of the foregoing, and in addition to and not to the exclusion of any other rights or remedies of the UG hereunder, in the event of such default which is not cured within the applicable cure period, the UG may terminate this Agreement.

8.2 Rights and Remedies. The rights and remedies reserved by the UG hereunder and those provided by law or in equity shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Manager occurs under this Agreement and is continuing and is not cured within the applicable cure period, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Manager of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, 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. Failure of the UG to enforce any such rights shall not be deemed a waiver thereof.

8.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Manager has

given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Manager may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question plus the reasonable costs or charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Manager in connection with the enforcement of any such actions or remedies, and under no circumstances shall the UG be liable for any remote or consequential damages.

ARTICLE 9

MISCELLANEOUS

9.1 Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the UG shall at all times stay in conformity with such laws and, as a condition of this Agreement, the UG reserves the right to unilaterally terminate this Agreement if the Agreement is deemed to violate the terms of such law. UG is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the UG's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

9.2 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 non-defaulting 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.

9.3 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, court or other judicial order, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

9.4 Representations and Warranties.

9.4.1 Representations and Warranties of Manager. Manager represents and warrants to the UG as follows:

(a) Organization. Manager is a corporation duly formed and validly existing under the laws of the State of Kansas. Manager is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Manager shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(b) Authority. The execution, delivery and performance by Manager of this Agreement are within such party's powers and have been duly authorized by all necessary action of such party.

(c) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Manager or any provision of law, statute, rule or regulation to which Manager is subject, or to any judgment, decree, license, order or permit applicable to the UG, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which the UG is a party, by which the UG or any of its assets is bound, or to which the UG or any of its assets is subject.

(d) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Manager of this Agreement.

(e) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Manager enforceable against Manager in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

9.4.2 Representations and Warranties of the UG.

(a) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(b) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor

compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State, or to any judgment, decree, license, order, or permit applicable to Manager, or will conflict or be inconsistent with, or will result in any breach of any of the terms of this covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which the UG is a party, by which the UG or any of its assets is bound, or to which Manager or any of its costs is subject.

(c) **No Consents.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(d) **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

9.5 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Manager.

9.6 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

9.7 Invalidity of Any Provisions. 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.

9.8 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

9.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.10 Time. Time is of the essence in this Agreement.

9.11 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Manager shall, may or must give its approval or consent, the UG or Manager shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Manager or the UG in any action concerning the other's reasonableness will be action for declaratory

judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

9.12 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered if delivered by certified mail, return receipt requested, or by any nationally recognized overnight delivery service, in each case if addressed to the parties set forth below:

To the UG:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Facsimile: 913-573-5299

With a copy to:

Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

And a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

And a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2800
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

And to Manager at:

The Community Mercantile, Inc.
901 Iowa Street
Lawrence, KS 66044
Attn: Rita York Hennecke, General Manager
Telephone No.: 785-843-8544

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

9.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

"UG"

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey
Mayor/CEO

Clerk: _____

Approved as to Term and Legality by:

Kenneth J. Moore, Chief Counsel

By: _____

"Manager"

THE COMMUNITY MERCANTILE, INC.,
a Kansas corporation

By: _____
Rita York Hennecke, General Manager

INDEX OF EXHIBITS

- 1.** Project Site
- 2.** Grocery Store Site
- 3.** Development Plan
- 4.** Stabilization Fund Matrix
- 5.** Insurance Specifications
- 6.** LBE/MBE/WBE Provisions
- 7.** Project Costs Budget

EXHIBIT 1

PROJECT SITE

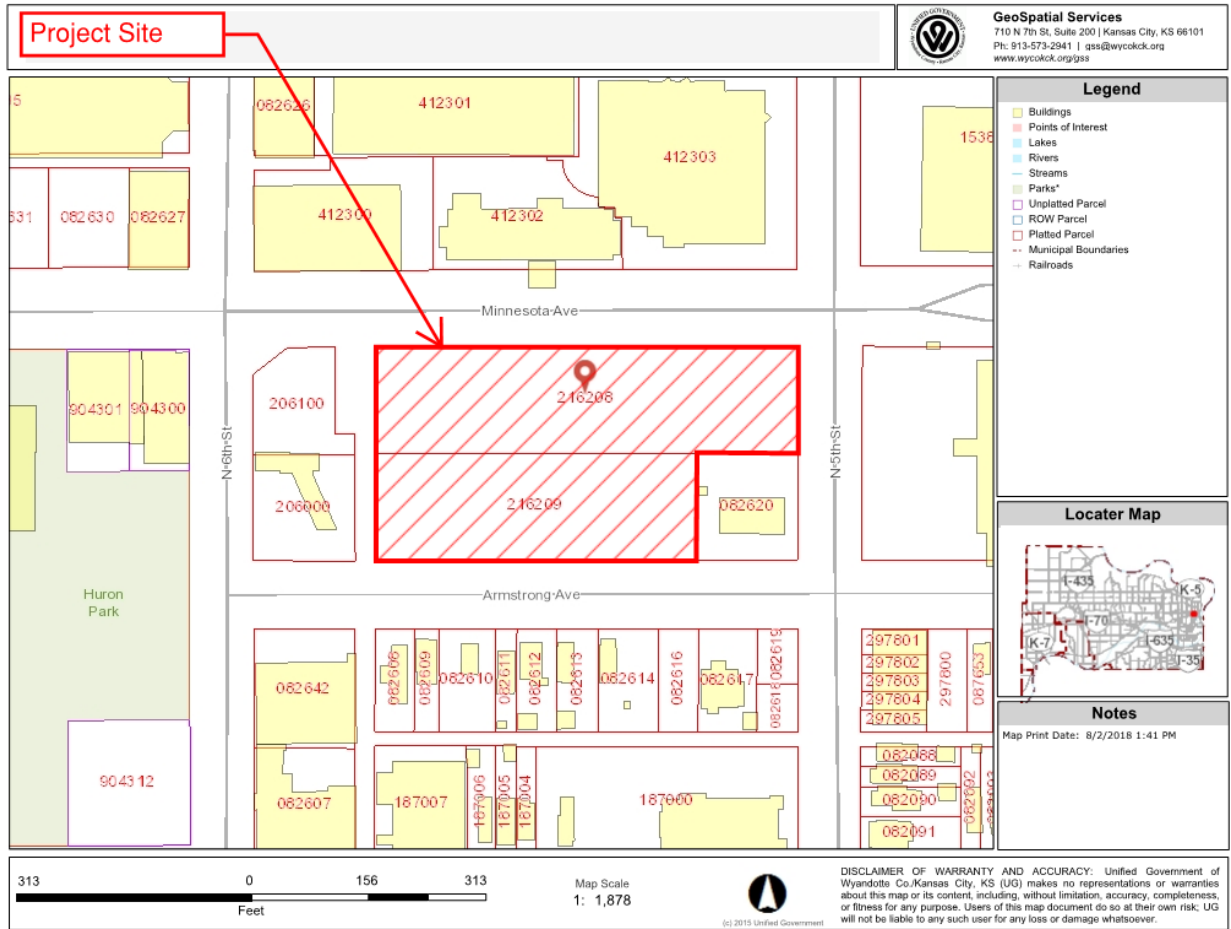


EXHIBIT 2

GROCERY STORE SITE

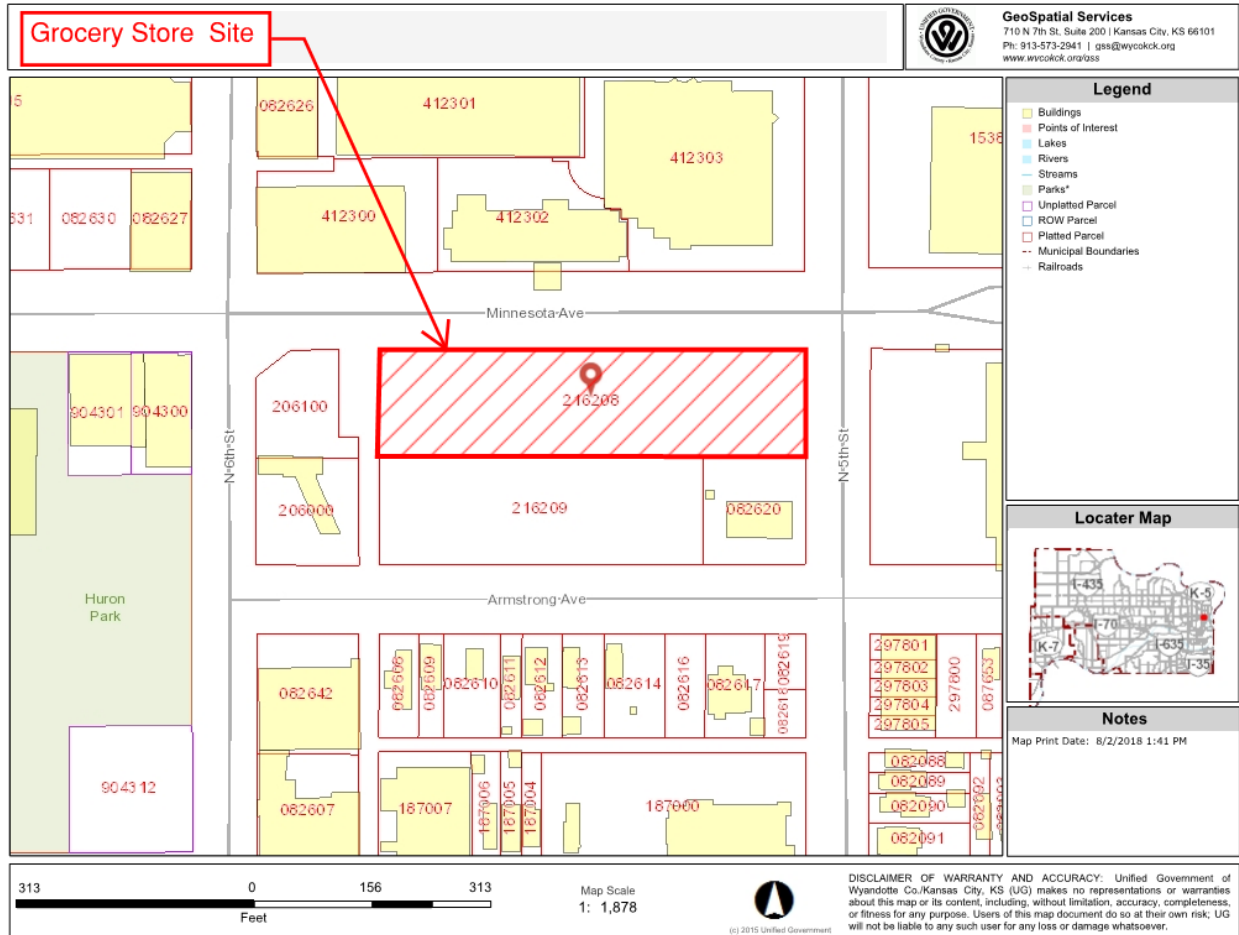


EXHIBIT 3

DEVELOPMENT PLAN

1. Conflicts; Terms. If there is any conflict or inconsistency between the provisions of the Agreement and those of this Development Plan, the provisions of this Development Plan will control. Except for those terms expressly defined in this Development Plan, all initially capitalized terms will have the meanings stated for such terms in the Agreement. The following terms, which are not defined in the Agreement, have the meanings indicated:

(a) "Construction Documents" means complete construction plans and specifications for the Grocery Store Improvements and Infrastructure.

(b) "Manager's Representative" means Rita York Hennecke.

(c) "Outside Completion Date" means February 20, 2020.

(d) "Preliminary Plans" means space plans and general specifications for the Project, including the Grocery Store Improvements and Infrastructure.

(e) "Submission Date" means February 28, 2019.

(f) "Total Cost" means the total cost of preparing the Preliminary Plans and Construction Documents, obtaining all necessary permits, completing the Project, and constructing and installing the Grocery Store Improvements and Infrastructure.

(g) "UG's Representative" means Jon D. Stephens, Director of Economic Development.

2. Cooperation on Design; Preliminary Plans.

2.1 From the Effective Date until Substantial Completion of the Grocery Store Improvements, Manager hereby agrees to meet with the UG and/or such other parties as the UG shall reasonably designate at such intervals as Manager and the UG shall mutually agree or reasonably request, and not less frequently than once per month, to review and discuss the design, development and construction of the Project. The Construction Documents described herein shall contemplate: (x) the design, development, construction, equipping and completion of the Project in accordance with the Plans and Specifications, the Development Plan, and all Applicable Laws and Requirements, (y) a guaranteed maximum price with respect to the Total Cost, and (z) a guaranteed Substantial Completion not later than the Completion Date.

2.2 On or before the Submission Date, Manager will cooperate with the UG and submit all information necessary for preparation of the Preliminary Plans ("Design Information"). Each day after the Submission Date until Manager has provided all Design Information will be a day of Manager's delay. Promptly after receipt of all Design Information,

the UG will cause its architect to prepare the Preliminary Plans based on the submitted Design Information. Within ten (10) business days after receipt of the proposed Preliminary Plans, Manager will either approve the same in writing or notify the UG in writing of how the proposed Preliminary Plans are inconsistent with the Design Information and how the Preliminary Plans must be changed in order to overcome Manager's objections. Each day following the fifth business day after the proposed Preliminary Plans are submitted to Manager until Manager either approves them or delivers such notice of objections will be a day of Manager's delay. Upon receipt of Manager's notice of objections, the UG will cause its architect to prepare revised Preliminary Plans according to such notice and submit the revised Preliminary Plans to Manager. Upon submittal to Manager of the revised Preliminary Plans, and upon submittal of any further revisions, the procedures described above will be repeated. If the revised Preliminary Plans, or any further revisions, are consistent with the Design Information and all requirements identified in Manager's prior notice(s) of objections, then each day following the UG's receipt of Manager's notice of any additional objections until the day on which the UG receives Manager's written approval of the Preliminary Plans will be a day of Manager's delay.

3. Initial Cost Estimate. At such time as Preliminary Plans that have been approved in writing by both the UG and Manager have been prepared, the UG will prepare an estimate of the Total Cost based on the approved Preliminary Plans ("Initial Cost Estimate"). If the Initial Cost Estimate is less than or equal to the original Project Costs Budget, then Manager and the UG will be deemed to have approved the Initial Cost Estimate. If the Initial Cost Estimate is greater than Project Costs Budget, then the UG, at the UG's option, may (i) approve the Initial Cost Estimate in writing; or (ii) elect to value engineer portions of the Project, or eliminate or revise one or more items shown on the Preliminary Plans so as to reduce the Initial Cost Estimate to be within the Project Costs Budget; or (iii) elect to terminate the Agreement. Upon any termination hereof pursuant to this Section, the Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

4. Construction Documents; Cost Proposal. At such time as the Initial Cost Estimate has been approved, the UG will cause its architect and engineer to prepare the Construction Documents based on the Preliminary Plans. The Construction Documents will be subject to the UG's approval and Manager will be given an opportunity to review the Construction Documents to confirm that they conform to the Preliminary Plans. At such time as the Construction Documents have been so approved, reviewed and confirmed, the UG will obtain bids for the construction or installation of the Project according to the Construction Documents and will notify Manager of the proposed Total Cost based on such bids ("Cost Proposal"). If the Cost Proposal is less than or equal to the Initial Cost Estimate approved by Manager, then Manager will be deemed to have approved the Cost Proposal.

If the Cost Proposal is greater than Initial Costs Estimate, then the UG, at the UG's option, may (i) approve the Cost Proposal in writing; or (ii) elect to value engineer portions of the Project, or eliminate or revise one or more items shown on the Construction Documents so as to reduce the Cost Proposal to be within the Project Costs Budget; or (iii) elect to terminate the Agreement. Upon any termination hereof pursuant to this Section, the Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

5. Construction of Project. At such time as Manager has approved (or is deemed to have approved) the Cost Proposal, the UG will cause the Project to be constructed in a good and workmanlike manner and according to the Construction Documents and all Applicable Laws and Requirements. The UG will proceed to use reasonable efforts to complete the Project according to this Development Plan and tender possession of the Grocery Store to Manager Substantially Complete on or before the Outside Completion Date. Manager will accept the Grocery Store when the UG tenders possession, provided that the Project is Substantially Complete. The UG and Manager agree that all alterations, improvements and additions made to the Project Site according to this Development Plan, will, without compensation to Manager, remain the UG's property upon installation and will remain the UG's property at the expiration or earlier termination of the Term.

6. Early Occupancy. Manager has no right to enter the Grocery Store until the UG tenders possession, unless Manager's entry is for purposes relating to construction work in the Grocery Store according to the terms of this Development Plan.

7. Delayed Occupancy. If the UG does not tender possession of the Grocery Store to Manager according to Paragraph 2 above on or before the Outside Completion Date (plus any period of delay caused by Manager's delays as described in Paragraph 12 below or due to Force Majeure), the UG will not be in default or liable in damages to Manager, nor will the obligations of Manager be affected.

8. Punch List. Manager's taking possession of any portion of the Grocery Store Improvements will be conclusive evidence that such portion of the Grocery Store was in good order and satisfactory condition when Manager took possession, except as to any patent defects identified on a punch list prepared and signed by the UG's Representative and Manager's Representative after an inspection of the Grocery Store by both such parties when Manager takes possession. The UG will not be responsible for any items of damage caused by Manager, its agents, independent contractors or suppliers. No promises to alter, remodel or improve the Grocery Store Improvements and no representations concerning the condition of the Grocery Store Improvements have been made by the UG to Manager other than as may be expressly stated in the Agreement (including this Development Plan).

9. Representatives. The UG appoints the UG's Representative to act for the UG in all matters covered by this Development Plan. Manager appoints Manager's Representative to act for Manager in all matters covered by this Development Plan. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Development Plan will be made to the UG's Representative or Manager's Representative, as the case may be. Manager will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of the UG, including the UG's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Development Plan. Either party may change its Representative under this Development Plan at any time by 3 days' prior written notice to the other party.

10. Change Orders. Manager's Representative may authorize changes in the work during construction only by written instructions to the UG's Representative on a form approved by the UG. All such changes will be subject to the UG's prior written approval according to Paragraph 12 below. Prior to commencing any change, the UG will prepare and deliver to Manager, for Manager's approval, a change order ("Change Order") identifying the total cost of such change, which will include associated architectural, engineering and construction contractor's fees, and an amount sufficient to reimburse the UG for overhead and related expenses incurred in connection with the Change Order. If Manager fails to approve and pay for such Change Order within 10 business days after delivery by the UG, Manager will be deemed to have withdrawn the proposed change and the UG will not proceed to perform the change. Upon the UG's receipt of Manager's approval and payment, the UG will proceed to perform the change.

11. UG's Approval. All Preliminary Plans, Construction Documents and Change Orders are expressly subject to the UG's prior written approval. The UG may withhold its approval of any such items that require work which:

- (a) Exceeds the Project Costs Budget;
- (b) violates any agreement which affects the Project Site or binds the UG;
- (c) the UG reasonably believes will increase the cost of operating or maintaining the Project;
- (d) the UG reasonably believes will reduce the market value of the Project at the end of the Term; or
- (e) does not conform to applicable building code or is not approved by any Governmental Authority.

12. Delays. If the UG is delayed in substantially completing the Project as a result of:

- (a) any Manager delays described herein;
- (b) any Change Orders or changes in any drawings, plans or specifications requested by Manager;

(c) Manager's failure to review or approve in a timely manner any item requiring Manager's review or approval;

(d) any other act or omission of Manager or Manager's architects, engineers, contractors or subcontractors (all of which will be deemed to be delays caused by Manager); or

(e) an event of Force Majeure,

then the Outside Completion Date will be extended one day for each day of delay.

13. General. No approval by the UG or the UG's architect or engineer of any drawings, plans or specifications which are prepared in connection with construction of improvements in the Grocery Store will constitute a representation or warranty by the UG as to the adequacy or sufficiency of such drawings, plans or specifications, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of the UG to the construction or installation of improvements in the Grocery Store according to such drawings, plans or specifications. Failure by Manager to pay any amounts due under this Development Plan will have the same effect as failure to pay the UG Fee under the Agreement, and such failure or Manager's failure to perform any of its other obligations under this Development Plan will constitute a Default under the Agreement, entitling the UG to all of its remedies under the Agreement as well as all remedies otherwise available to the UG.

EXHIBIT 4

STABILIZATION FUND MATRIX

Schedule of Quarterly Sales Stabilization Benchmarks			Contribution %	Quarterly Cap
1 st Year	Q1	Grand Opening Fund of \$150,000 (see Section 5.2)		
	Q2			
	Q3	\$700,000	50%	\$100,000
	Q4	\$728,000	50%	\$100,000
2 nd Year	Q1	\$764,000	25%	\$50,000
	Q2	\$803,000	25%	\$50,000
	Q3	\$771,000	25%	\$50,000
	Q4	\$802,000	25%	\$50,000
3 rd Year	Q1	\$837,000	15%	\$35,000
	Q2	\$875,000	15%	\$35,000
	Q3	\$845,000	15%	\$35,000
	Q4	\$875,000	15%	\$35,000

EXHIBIT 5

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Manager may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Manager will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

3. Automobile Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

4. Excess Liability. Manager will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.

5. Special Perils Form Property Insurance. Manager will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

EXHIBIT 6

LBE/MBE/WBE PROVISIONS

NOT APPLICABLE

EXHIBIT 7

PROJECT COSTS BUDGET

Grocery_Master Budget 12000 5th_Minnesota SUMMARY

CLIENT:			Unified Government		Last Updated:			March 14, 2018		
PROJECT NAME:			Grocery Store (5th and Minnesota)		Printed:			March 14, 2018		
Cat	Discp.	Vendor			Total		\$/SF		\$/UNIT	
LAND COSTS:										
01	10	001	Land Cost	\$	-	\$	-	\$	-	
01	10	002	Title / Recording	\$	20,000.00		1.67	\$	20,000	
01	10	003	Appraisal	\$	7,500.00		0.63	\$	7,500	
01	10	004	Broker Commission	\$	-	\$	-	\$	-	
TOTAL LAND COSTS:					\$	27,500.00	\$	2.29	\$	27,500.00
CONSTRUCTION COSTS:										
02	20	019	Sitework & Streetscape	\$	277,041.60	\$	23.09	\$	277,042	
02	20	020	Building @ 12,000 SF	\$	2,046,000.00	\$	170.50	\$	2,046,000	
02	20	021	Design Contingency @ 5%	\$	102,300.00	\$	8.53	\$	102,300	
02	20	022	Escalation @ 4%	\$	97,013.66		8.08		97,014	
02	20	023	Utility Connection Fees	\$	30,000.00		2.50		30,000	
02	20	024	Erosion & Sedimentary Bond Escrow	\$	-	\$	-	\$	-	
02	20	025	Plan Review Fees	\$	5,000.00		0.42		5,000	
02	20	026	Building Permit Fee	\$	25,000.00		2.08	\$	25,000	
02	20	027	Retail Cold Shell @ 20,000 SF	\$	-	\$	-	\$	-	
TOTAL CONSTRUCTION COSTS:					\$	2,582,355.26	\$	215.20	\$	2,582,355
PROFESSIONAL SERVICES:										
03	30	040	Architect Fees (inc; structural, MEP, interior design)	\$	208,588.42		17.38	\$	208,588	
03	30	044	Real Estate Advisory Fee	\$	141,253.84		11.77		141,254	
03	30	045	Owner's Representative Services	\$	73,598.59		6.13	\$	73,599	
03	40	061	Legal Fees	\$	10,000.00		0.83		10,000	
03	40	062	Geotechnical Testing	\$	7,500.00		0.63		7,500	
03	40	063	Environmental Testing	\$	2,500.00		0.21		2,500	
03	40	064	Special Inspections	\$	25,000.00		2.08		25,000	
03	40	065	Building Commissioning	\$	5,000.00		0.42		5,000	
03	40	066	Consultant's Reimbursables	\$	5,000.00		0.42		5,000	
03	40	067	Builders Risk Insurance	\$	8,000.00		0.67	\$	8,000	
03	40	068	Civil - Easements	\$	5,000.00		0.42		5,000	
03	40	069	Civil - ALTA Survey	\$	10,000.00		0.83		10,000	
03	40	070	Civil - Opinion of Probable Costs	\$	2,500.00		0.21	\$	2,500	
03	40	071	Civil - Traffic Engineering	\$	-		-		-	
03	40	072	Civil - Zoning Documents	\$	-		-	\$	-	
03	40	073	Civil - Zoning Meetings / Hearings	\$	7,500.00		0.63		7,500	
03	40	074	Civil - Construction Documents	\$	40,000.00		3.33	\$	40,000	
TOTAL PROFESSIONAL SERVICES:					\$	551,440.85	\$	45.95	\$	551,441
FIXTURES, FURNISHINGS & EQUIPMENT:										
04	70	080	Store Fixtures and Equipment	\$	1,380,000.00	\$	115.00	\$	1,380,000	
04	70	081	Store Inventory	\$	-	\$	-	\$	-	
04	70	082	Office Furniture and Equipment	\$	-	\$	-	\$	-	
04	70	083	Public Spaces	\$	25,000.00		2.08		25,000	
04	70	084	Technology/Data	\$	50,000.00		4.17		50,000	
04	70	085	Security	\$	25,000.00		2.08	\$	25,000	
04	70	086	A/V	\$	-		-	\$	-	
04	70	087	Interior Signage	\$	25,000.00		2.08		25,000	
04	70	088	Artwork	\$	25,000.00		2.08	\$	25,000	
TOTAL FIXTURES, FURNISHINGS & EQUIPMENT:					\$	1,530,000.00	\$	127.50	\$	1,530,000.00
CONTINGENCY:										
05	80	100	Contingency Hard Cost	\$	130,367.76		10.86		130,368	
05	80	101	Contingency Soft Cost	\$	27,697.04		2.31		27,697	
05	80	102	Contingency FF&E Cost	\$	76,500.00		6.38		76,500	
TOTAL CONTINGENCY:					\$	234,564.81	\$	19.55	\$	234,565
FINANCING:										
05	60	150	Financing - Bonds	\$	147,775.83		12.31		147,776	
05	60	151	Financing - Cost of Issuance	\$	5,911.03		0.49		5,911	
05	60	152	Financing - Legal	\$	15,000.00		1.25		15,000	
TOTAL FINANCING COSTS:					\$	168,686.86	\$	14.06	\$	168,686.86
PRE-OPENING:										
07	90	170	Opening - Start-up & Stabilization Escrow	\$	690,000.00		57.50		690,000	
TOTAL PRE-OPENING COSTS:					\$	690,000.00	\$	57.50		690,000.00
TOTAL PROJECT COSTS:					\$	5,784,547.78	\$	482.05	\$	5,784,548

ANNEX 1

DEFINITIONS

"Affiliate" means any person, entity or group of persons or entities which controls the Manager, which the Manager controls or which is under common control with the Manager. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Management Agreement by and between the UG and the Manager.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100, et. seq.) and Budget Law (K.S.A. § 75-2§529, et. seq.).

"Benefit District" means any special benefit district that includes the Grocery Store Site created pursuant to Applicable Laws and Requirements.

"BPU" means the UG Board of Public Utilities as referenced in Section 6.14 hereof.

"Budget(s)" means the proposed Operating Budget as described in Section 5.8.

"Capital Expenditures" means expenditures required for the benefit of the Grocery Store which are outside the scope of the Operating Expenses.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction as referenced in Section 6.11.2 hereof.

"Casualty Escrow" means the escrow described in Section 6.11.1

"Condition Date" means that date set forth as such in Section 4.1 hereof.

"Consumer Price Index" means the "U.S. City Average, All Items" Consumer Price Index for All Urban Consumers (CPI-U; Base: 1982-84=100) (not seasonally adjusted) as published for a calendar month by the United States Department of Labor, Bureau of Labor Statistics. In the event that the CPI-U ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such CPI-U, then the CPI-U shall be adjusted in a fair and reasonable manner to the figure that would have resulted had no substantial change occurred in the manner of computing such CPI-U. In the event that such CPI-U (or a successor or substitute index) is not available, such governmental or other service or publication as shall evaluate the information in substantially the same manner as the aforesaid CPI-U shall be used in lieu thereof.

"Damaged Facilities" means that part of the Grocery Store Site or Grocery Store Improvements damaged by a Casualty as described in Section 6.11.2 hereof.

"Development Plan" means the plan agreed to by the Manager and the UG as more fully described in Section 3.1 and Exhibit 3 of this Agreement.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Grocery Store Site or the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"Fiscal Year" means the Manager's customary fiscal year.

"GAAP" means generally accepted accounting principles.

"Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Grocery Store" means that certain venture to be constructed, developed, completed and operated as described in this Agreement.

"Grocery Store Improvements" means those improvements necessary for the construction and operation of the Grocery Store pursuant to the Plans and Specifications as contemplated by the Development Plan.

"Grocery Store Site" means that part of the Project Site which is described on Exhibit 2.

"Gross Revenues" means all cash and receipts generated by and in the Grocery Store, and the total amount of sales of goods made by the Manager, in, at or from the Grocery Store, at wholesale or retail, or delivered from the Grocery Store. Without limiting the generality of the foregoing, Gross Revenues shall include: (i) the entire amount of the price charged, whether wholly or partially in cash or on credit, or otherwise, for all goods, wares, merchandise and chattels of any kind sold, leased, licensed or delivered; and (ii) all gross income of Manager and any other party from any operations in, at, upon or from the Grocery Store which are neither included in nor excluded from Gross Revenues by other provisions of this Agreement, but without duplication. Notwithstanding the foregoing or anything contained in the other provisions of this Agreement to the contrary, Gross Revenues shall exclude, or there shall be deducted from Gross Revenues if previously included therein, the following: (a) the sales price of merchandise sold to Manager's employees; (b) proceeds from any vending machines used primarily by Manager's employees; (c) any exchange of merchandise between stores of Manager where such exchange is made solely for the convenient operation of Manager's business and not

for the purpose of consummating a sale made in, at or from the Grocery Store; (d) returns to vendors, shippers or manufacturers; (e) cash or credit refunds to customers on transactions theretofore included in Gross Revenues; (f) proceeds of sales of fixtures, machinery, equipment and any other property after use thereof in the conduct of Manager's business; (g) amounts collected by Manager and paid to any government or governmental authority as sales or excise taxes on sales; (h) any insurance or condemnation proceeds received by Manager as a result of damage to or condemnation of the Grocery Store inventory, fixtures, machinery, equipment and/or any other property used by Manager in the conduct of its business; (i) any and all finance charges, service charges, credit card charges and fees paid by Manager to any credit card company; and (j) the cash value of any gift certificate at the time such certificate is purchased, provided however that the purchase price of any merchandise purchased at the Grocery Store with a gift certificate shall be included in Gross Revenues at the time of such purchase.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (a) any substance that is a "hazardous substance" under CERCLA, and (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Index of Exhibits" means the index attached to this Agreement.

"Infrastructure" means the site utilities to benefit the Project and necessary improvements to the Project Site for sufficient non-exclusive parking to service the Grocery Store in accordance with the REA.

"Insurance Specifications" means the insurance requirements on the Manager in connection with the Grocery Store as generally described in Section 6.6 and more fully set forth in Exhibit 5 hereof.

"LBE/MBE/WBE Employment Opportunity Goals" means the goals set forth on Exhibit 6 attached hereto.

"Manager" shall have the meaning given in the preamble Section of this Agreement.

"Manager's Other Grocery Store" shall have the meaning given in Section 2.3.

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, and without limiting the generality of the foregoing, the parties hereby agree that any changes to agreements, plans or other documents which alter the price, timing, parties or physical boundaries set forth therein shall be deemed substantial enough to constitute Material Changes.

"Material Contract" shall mean any contract, lease or agreement which exceeds the sum of \$5,000 and is not related to Operator's acquisition or procurement of inventory or produce in the ordinary course of Operator's business.

"Opening Date" means the date the Grocery Store is opened for business required herein.

"Operating Budget" means the Manager's detailed budget setting forth all Operating Expenses and other expenses to be incurred by the Grocery Store and a projection of revenues.

"Permitted Encumbrances" means (a) utility, access or other easements and rights of way of record, and (b) laws regulating the use or enjoyment of the Project Site. Notwithstanding anything herein to the contrary, on or before to the Condition Date of this Agreement, the UG shall, at the UG's expense, deliver to the Manager a current ALTA title commitment on or before the date which is twenty (20) days following the Effective Date, together with legible copies of all title exception documents referenced therein.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"PILOT" means payment in lieu of taxes as described in Section 6.5 hereof.

"Plans and Specifications" means those plans and specifications generally described in Section 7.2 hereof.

"Plans and Specifications" shall mean the final plans and specifications developed pursuant to the Development Plan.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, Kansas, or any successor to it, as its prime rate. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Principal Office" means the office of the Manager presently located at the address set forth in Section 9.12 or such other office designated by the Manager in writing from time to time where the Manager's principal executive officers are located and where the Manager keeps its primary financial and operating records.

"Project Costs Budget" means the budget detailing the Total Project Costs, as set forth in Exhibit 7 attached hereto.

"Project Site REA" means that certain REA to which the Grocery Store Site will be subject as set forth in Section **Error! Reference source not found.** The Parcel 216208 (501 and 525 Minnesota Avenue, Kansas City, KS 66101) and Parcel 216209 (530 Armstrong Avenue, Kansas City, KS 66101).

"Project Site" means certain real property generally described in Recital A of this Agreement and more fully described in Exhibit 1 attached hereto. Notwithstanding the foregoing, the

Project Site shall not include, for the purposes of this Agreement, any property currently owned by UMB Bank, N.A.

"Project" means the development project on the Project Site described in Recital B of the Agreement and more fully described in Exhibit 1 attached hereto. Without limiting the generality of the foregoing, the Project shall include the following to be undertaken by the UG in accordance with the Development Plan and this Agreement: (i) acquiring the Project Site; (ii) with assistance and input from the Manager, designing the Project utilizing the services of outside consultants; (iii) working with the Manager regarding any entitlements issues tied to the foregoing; (iv) reviewing, securing and properly structuring all public incentives available; (v) renovating an existing or demolishing structures, grading, installing site and utility Infrastructure, and placing the Project in a "pad ready" condition all in accordance to approved Plans and Specifications; (vi) constructing the Grocery Store; and (vii) facilitate introduction with local business community, workforce development and training agencies, and Wyandotte Economic Development Council to assist in development of a pipeline of local employees and community partners for the Manager.

"Quarterly Accounting Period" means each calendar quarter during the Term.

"Quarterly Sales Stabilization Benchmark" shall mean the applicable Quarterly Sales Stabilization Benchmark set forth on the Stabilization Fund Matrix.

"Stabilization Fund Matrix" shall mean the Stabilization Fund Matrix attached hereto as Exhibit 4.

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Infrastructure and Grocery Store Improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the Grocery Store Improvements or such particular portion can be occupied or utilized for its intended use.

"Term" means the term of this Agreement as set forth in Section 5.1 hereof.

"Total Project Costs" means the costs of developing and construction the Project.

"UG" means the Unified Government of Wyandotte County/ Kansas City, Kansas.

18384

MAYOR'S AGENDA ITEM NO. 1

From: Cynthia Neath
Sent: Thursday, August 02, 2018 11:30 AM
To: Melton, Lynn <lmelton@wycokck.org>
Subject: Gift for Mayor Alvey

Hi Lynn,

I hope your are all doing well. I'm reaching out to you again as a representative of the Wyandotte County 4H shooting sports team. Our BB team recently won 1st place at the Daisy BB Nationals match in Rogers Arkansas and to help celebrate that win the team would like to present a signed Daisy BB Red Ryder to Mayor Alvey. We were hoping to do this in a public forum. Do you know of any public event that he will be attending in the near future that would allow us to present him this gift?

Thank you!

Cindy Neath

18385

MAYOR'S AGENDA ITEM NO.

2



KANSAS
ASSOCIATION OF
COUNTIES

To: Boards of County Commissioners/Supervisors
All KAC-member counties
CC: Clerks and Administrators/Managers
From: Randall Allen, Executive Director *Randall Allen*
Subject: Certification of Voting Delegate and Alternates
43rd Annual KAC Conference
Date: June 7, 2018

The 43rd Annual KAC Conference is fast approaching! The conference will be held in Overland Park/Johnson County. The business meeting for the Association, at which time all official business is conducted, will start at 7:30 a.m., Breakfast will be served an hour earlier to registrants.

Enclosed please find the Certification of Voting Delegate form for the upcoming conference. **To comply with KAC Bylaws that require the form to be eligible to cast your vote, we request your form (and/or any changes or alterations) no later than Friday, September 21, 2018.** We strongly urge you to designate both a voting delegate, along with a first and second alternate. Only those listed on the certified form will be able to vote for their county, NO exceptions. If your designations change, you must file a revised form no later than September 21, 2018.

Voting credentials can be picked up during registration, Voting delegates/alternates must register for the annual conference to be entitled to vote. If you have any questions, please contact me at 785.272.2585, extension 302, or by email: allen@kansascounties.org.

A brochure with complete information about the annual conference was recently mailed out to you, and registration is now open on our website, www.kansascounties.org.

Enclosure (1)

FILED *cg*
JUN 11 2018
UNIFIED GOVERNMENT CLERK

CERTIFICATION OF VOTING DELEGATE

KANSAS ASSOCIATION OF COUNTIES

43rd ANNUAL CONFERENCE

Purpose:

The bylaws of the Kansas Association of Counties provide that the county voting delegate be selected and certified in the following manner:

"Each member county shall be allowed one vote, which shall be cast by a chosen delegate designated for the county. Any county elected or appointed official may be selected as the county's voting delegate. The member county shall also appoint two alternates, specifying the order of such alternates, should the voting delegate be unavailable to attend the meeting. Delegates and alternates shall be certified to the KAC at least seven days before the meeting."

Please complete this form and return it at your earliest convenience to:

Kansas Association of Counties
300 SW 8th, Suite 300
Topeka, KS 66603

If you have any questions please contact:

Randall Allen
allen@kansascounties.org
(785) 272-2585 ext. 302

For voting delegates to be certified, your response (and/or any changes or alterations to this form) must be received no later than Friday, September 21, 2018.

Date: Aug. 31, 2018

Unified Gov't

I, Bridgette Cobbins, County Clerk of

Wyandotte Co/KCK County do hereby certify that the following officers have been designated as the voting delegate and alternates for the 43rd Annual Conference.

Delegate Jane Philbrook

Position Commissioner

1st Alternate Tom Burroughs

Position Commissioner

2nd Alternate Bridgette Cobbins

Position Unified Gov't Clerk

Signed: _____
County Clerk



Staff Request for Commission Action

Tracking No. 18392

Full Commission Meeting Date: 8/30/18

Committee:

Date of Standing Committee Action: NA
(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>
08/27/2018	Kathleen VonAchen	x5186	Kathleen	Budget

Item Description:

The Unified Government 2018 Amended 2019 Approved Budget set aside funding for a Conviction Integrity Unit within the District Attorney's Office to be held in a special account until authorization for expenditure by the Full Commission. Per Commission action, this funding was to be held until an opinion from the AG was provided. That opinion has been provided, thus this action is submitted to allow the District Attorney to move forward as planned by the Commission in the fourth quarter (October 1) of this year.

Recommend Commission approval of a revision to the Adopted Budget for the Conviction Integrity Unit which would move the County General Fund appropriation from the special reserve account to the District Attorney's Office departmental operating budget accounts for both the 2018 Amended 2019 Approved Budget, for the following amounts:

	<u>2018</u>	<u>2019</u>
Staffing	\$38,750	\$155,000
Equipment	\$7,500	
Total	\$46,250	\$155,000

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



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: August 30, 2018
Re: **Change of Zone Petition #3166**

GENERAL INFORMATION

Applicant:
Kenneth Miller

Status of Applicant:
Owner
13120 Leavenworth Road
Kansas City, KS 66109

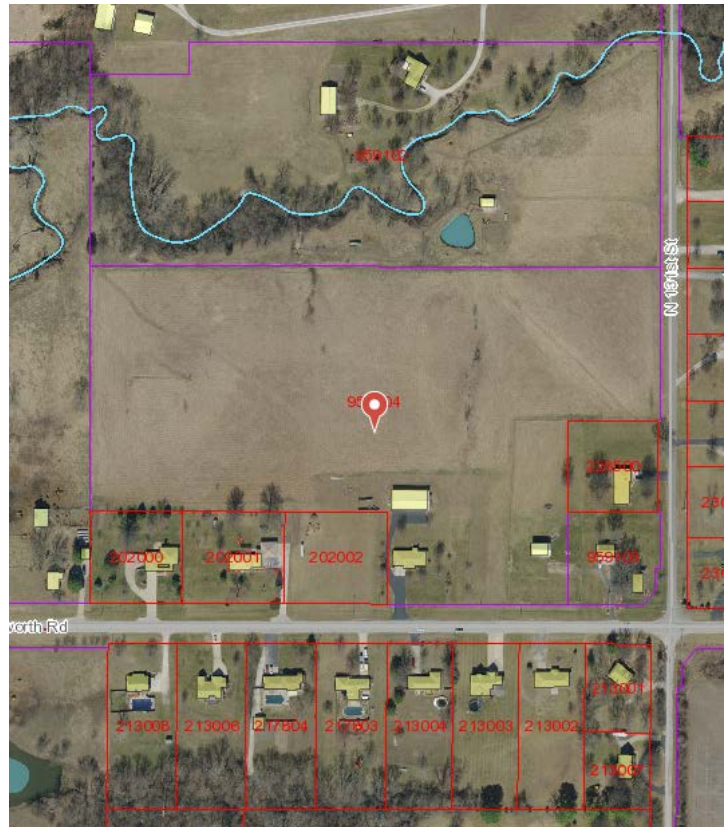
Requested Actions:
Change of Zone from
AG Agriculture District to R-1 Single
Family District.

Date of Application:
June 29, 2018

Purpose:
To create a subdivision for five
single family lots and a larger,
agriculturally zoned lot.

Property Location:
13120 Leavenworth Road

Existing Zoning: AG Agriculture District



Surrounding Zoning:

North:	A-G Agriculture District
South:	R-1 (WYCO) Large Lot Single Family District
East:	R-1 (WYCO) Large Lot Single Family District
West:	A-G Agriculture District

Existing Uses:

North:	Single Family House
South:	Single Family Houses
East:	Single Family Houses
West:	Single Family House/Agriculture

Total Tract Size: 20.62 acres

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

Major Street Plan: The City-Wide Master Plan designates Leavenworth Road as a Class B Thoroughfare and 131st Street as a local street.

Advertisement: The Wyandotte Echo – July 19, 2018
Letters to Property Owners – July 18, 2018 and August 21, 2018

Public Hearings: August 13, 2018 and August 30, 2018

Public Opposition: No one appeared in opposition at the August 13, 2018 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Kenneth Miller, has applied for a change of zone, preliminary plat, and final plat to create five single family lots and a larger, agriculturally zoned lot. The proposed subdivision includes a replat of Miller Acres and 17.49 acres of unsubdivided property for a total of 20.62 acres. This application has been submitted in conjunction with zoning variance petition #2292 to create a lot that has a depth that exceeds three times the width (approved by the Board of Zoning Appeals on August 13, 2018.)

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

This is a low-density suburban/rural residential area.

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

The proposed use is compatible with the nearby zoning and uses of 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?*

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, there are existing single-family houses on the properties.

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

The proposed use will allow for additional single-family houses 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 the traffic or parking demand in ways that would adversely affect road capacity, safety, or create parking problems.

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

The proposed use conforms to the Prairie Delaware Piper Master Plan.

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

The proposed use is not foreseen to 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*

Existing.

b. Sanitary sewer service

Development is on septic.

c. Storm water control

To city code.

d. Police

Police service is provided by West Patrol, District #224

e. Fire

Fire service is provided by Fire District #4

f. Transit

None

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 has minimal economic impact to the community.

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

The proposed use is capable of meeting applicable ordinances.

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 is minimal. Denial would be a hardship on the landowner.

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

The development is of such a character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise or other adversity.

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

The 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 use building uses.

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

Building, lots, blocks, parcels and streets are arranged to afford adequate light, open space or air, to facilitate fire protection, and to provide for long-term sustained real estate values.

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

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

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

Adequate sites are provided for schools, parks, playgrounds, and other community services.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 30, 2018.

KEY ISSUES

Plat and Variance were approved.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Change of Zone Application #3166, subject to:

Urban Planning and Land Use Comments:

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

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) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

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 #3166, subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 13, 2018 City Planning Commission Minutes
Howard's Homestead Preliminary and Final Plat
Neighborhood Meeting Minutes

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>Board of Commissioners</u>
Public Hearing	August 13, 2018	August 30, 2018
Rezoning	Approval	

STAFF CONTACT: Zach Flanders
zflanders@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #3166 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 #3166 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.

August 13, 2018 City Planning Commission Minutes:

Non-Consent Agenda Starts At 9:52:

CHANGE OF ZONE APPLICATION #3166 – KENNETH MILLER – SYNOPSIS:

Change of Zone from A-G Agriculture District to R-1 Single Family District to divide lots with existing residential homes at 13120 Leavenworth Road.

HOWARD'S HOMESTEAD – SYNOPSIS: Preliminary and Final Plat for three (3) dwellings on six (6) lots at 13120 Leavenworth Road.

Detailed Outline of Requested Action: The applicant, Kenneth Miller, has applied for a change of zone, preliminary plat, and final plat to create five single family lots and a larger, agriculturally zoned lot. The proposed subdivision includes a replat of Miller Acres and 17.49 acres of unsubdivided property for a total of 20.62 acres. This application has been submitted in conjunction with zoning variance petition #2292 to create a lot that has a depth that exceeds three times the width.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 13, 2018;
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 July 19, 2018 for the change of zone application; and
7. The Notices to property owners dated July 18, 2018.

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

Recording Secretary Parker stated that the testimony from the Board of Zoning Appeals meeting earlier this evening is also part of the record of these proceedings.

Present in Support:

- ❖ Kenneth Miller, applicant, 13110 Leavenworth Road, Kansas City, Kansas 66109

Present in Opposition:

- ❖ No one appeared

Staff Recommendation starts at 12:29: Planner Flanders stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote starts at 12:37:

On motion by Dr. Serda, seconded by Mr. Carson, the Planning Commission voted as follows to **RECOMMEND APPROVAL of Change of Zone Application #3166:**

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Chairman

Motion to **RECOMMEND APPROVAL** Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

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

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) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

On motion by Dr. Serda, seconded by Ms. Jones, the Planning Commission voted as follows to **APPROVE Howard's Homestead Preliminary and Final Plat:**

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Chairman

Motion to **APPROVE** Passed: 8 to 0

Subject to the above stipulations

HOWARD'S HOMESTEAD A REPLAT OF MILLER ACRES AND A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30-T10S-R3E OF THE 6TH P.M., CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS

FINAL PLAT



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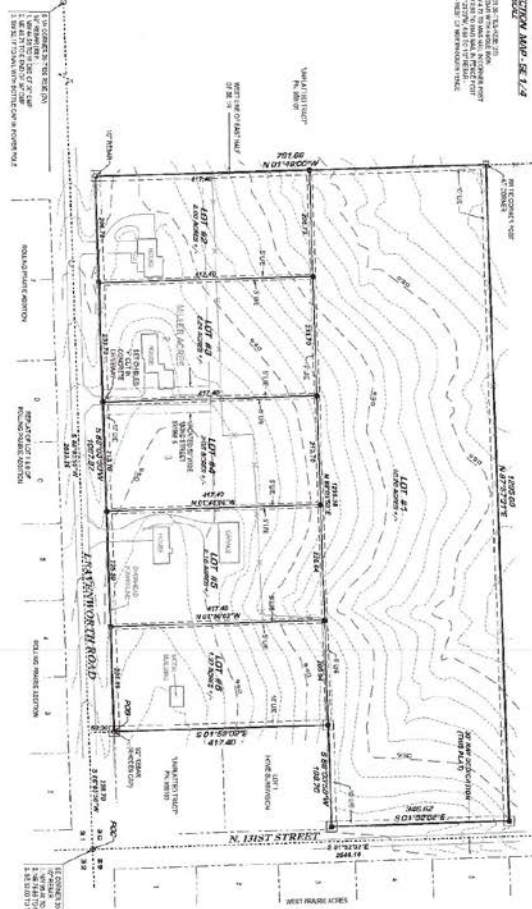
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HOWARD'S HOMESTEAD A REPLAT OF MILLER ACRES AND A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30-T10S-R23E OF THE 6TH P.M., CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS

PRELIMINARY PLAT



SECTION 30, T10S, R23E, 6TH P.M.
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED



1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED



LEGEND
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED

PLAT OF HOWARD'S HOMESTEAD
 A REPLAT OF MILLER ACRES AND A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30-T10S-R23E OF THE 6TH P.M., CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

NOTES
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED

REMARKS
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED

OWNER
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED

PREPARED BY
 1. AREA TO BE REPLATED
 2. AREA TO BE REPLATED
 3. AREA TO BE REPLATED
 4. AREA TO BE REPLATED

THIS IS TO CERTIFY THAT IN THE PRESENCE OF JURY, THE SIGNED AND SIGNED
 THE VARIOUS SIGNERS OF THIS PLAT HAVE CONSENTED TO THE REPLATING OF THE SAME.

HOWARD'S HOMESTEAD
 A REPLAT OF MILLER ACRES AND A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30-T10S-R23E OF THE 6TH P.M., CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

Appeal #2292 + CDZ 3166

Date: 7/30/18 13120 Leavenworth Rd K&K

Mtg called to order at 7pm

People in attendance
Terry Miller, Joyce Cunningham,
Doug Miller, Bob Wetschensky,
Karen Wetschensky.

Explained reason for meeting.
No questions asked. Comments
were. Do you have to have a
meeting for that? ~~Yes~~ Terry Miller
yes it is required.

Mtg Adj. 7:30pm.

Minutes by Joyce Cunningham



Sylvia Hartman
July 30, 2018



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: August 30, 2018
Re: Petition #SP-2018-63

GENERAL INFORMATION

Applicant:
Andrew Morgans

Status of Applicant:
Owner
616 Elizabeth Avenue
Kansas City, KS 66101

Requested Action:
Approve Special Use Permit (Home Occupation)

Date of Application:
June 20, 2018

Purpose:
To operate an AirBnB (at applicant's residence)

Property Location:
616 Elizabeth Avenue

Commission Districts:
1. Commissioner At-Large: Tom Burroughs
2. District Commissioner: Brian McKiernan



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

Existing Surrounding Zoning: **North:** R-1(B) Single Family District
South: RP-5 Planned Apartment District
East: R-1(B) Single Family District
West: R-1(B) Single Family District

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

Total Tract Size: .06 acre

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

Major Street Plan: The Major Street Plan classifies Elizabeth Avenue as a local street.

Advertisement: The Wyandotte Echo – July 19, 2018
Letters to Property Owner – July 18, 2018 and August 21, 2018

Public Hearings: August 13, 2018 and August 30, 2018

Public Opposition: No one appeared in opposition at the August 13, 2018 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Andrew Morgans with Marknology LLC wants to operate an AirBnB at his primary residence, 616 Elizabeth Avenue. Mr. Morgans lives in the house and rents one bedroom through AirBnB.

City Ordinance Requirements: Sec. 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

The neighborhood is primarily residential in nature, with single family homes and multi-family dwellings along Elizabeth Avenue. The property is within proximity to 6th Street which has small commercial businesses, restaurants and bars.

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 residential in nature. The proposed use should be compatible with the surrounding uses and zoning, so long as the AirBNB unit is managed properly. AirBnB operations have the potential to create issues related to parking and noise, of which the applicant will have to manage.

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

Removal of the restrictions should not detrimentally affect nearby property if the applicant manages his property well.

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.*

There is potential for an increase in vehicular traffic to the applicant's residence. However, vehicular traffic will not exceed the capacity of the street network to accommodate it. According to the applicant, he is allowing one vehicle to be parked in the driveway behind the home and one vehicle on the street.

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

The proposed use provides convenience in the form of lodging to the public and will not likely substantially or 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.*

The proposed use should not create excessive noise, vibration, dust or illumination.

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

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

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

The proposed use would 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 or loss to the public health, safety, and welfare is likely to be minimal. If denied, the applicant will not be able to use his home as an AirBnB unit, however, he will still be able to live in his home just the same.

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

The proposed use would not result in overcrowding of land or cause undue concentration of population.

PREVIOUS ACTIONS

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 25, 2018. According to the applicant, those in attendance were not in opposition to the proposed use.

KEY ISSUES

None

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2018-63, subject to:

Urban Planning and Land Use Comments:

1. How long has the business been in operation?

Applicant Response: April 23, 2018.

2. Were neighbors consulted prior to opening the business?

Applicant Response: No.

3. Do you have a business license?

Applicant Response: No.

4. Have you paid appropriate lodging taxes?

Applicant Response: Yes, as far as I am aware.

5. How many rooms are rented?

Applicant Response: One, unless I am out of town or it is specifically requested by a traveler, then it is two.

6. What is the maximum number of people that will be staying at any one time?

Applicant Response: If one bedroom is occupied – 2 people. If two bedrooms are occupied – 4 people. We have a note in our AirBnB that it is a two car maximum. We also have video cameras installed to be able to see how many guests are at our place.

7. What is the maximum number of vehicles and where will they park?

Applicant Response: There is street parking available. Also, there is a brand-new parking pad/slab in my backyard.

Staff Response: While parking is available on both sides of the street, on-street parking is often a source of concern and conflict for neighbors. To minimize this concern, renters shall be restricted to two (2) vehicles – one parked in the rear and the other parked on the street.

8. How often are guests in the residence?

Applicant Response: This depends. Sometimes my guests are only here from 4:00 PM and gone by 11:00 AM. I have quite a few visitors that stay in my one bedroom because it is a great BnB to grab a night of sleep on a road trip. My longest guest stayed here five (5) days total.

With respect to day-to-day hours, most of the travelers are out in the city the majority of the day and rarely at my residence.

9. Do you have a rental license from the Unified Government for the facility?

Applicant Response: No.

10. Describe in detail the area(s) rented for AirBnB/other rental operations. Include bedrooms, bathrooms, common areas, etc.

Applicant Response: The guests have complete access to my common areas to include my kitchen, laundry room, and bathroom. Aside from that,

they have a bedroom which has a queen bed.

11. How often are you at the property? How often do you travel? Staff has concerns that if you out of town, and an issue arises for neighbors, you are not physically there to address the situation.

Applicant Response: I am at the property often and travel several times a month. I have met all of my immediate neighbors and introduced myself. I create a contact guide for any one that needs to reach me, or my staff at my company and even included a Spanish speaking contact number.

I am also going to be participating at the Strawberry Hill Association meetings after our meeting with the neighbors, which I think the next one is in August. So that will give me some face time with anyone else that would like my contact information. I believe I can get the local police officers' contact information.

I also met Drocky, who seems to be the local neighborhood watch leader, and knows everything about the neighborhood. He came to the house to meet me although he was not at the meeting.

12. Who is the point person for any issues that may arise?

Applicant Response: See attachment document for all contacts, but also copied here. Points of Contact in Case of Emergency:

- *Spanish:*
 - *Sebastian Brunos – (913) 747-8270 (employee)*
- *English:*
 - *Andrew Morgans – (816) 447-8963*
 - *Veronika Morgans – (816) 522-0539 (sister to Andrew)*
 - *Brian Glasser – (702) 845-6296 (co-host for when I am out of town)*

13. Do your neighbors have your contact information?

Applicant Response: Yes, they do.

14. In addition to no parties and events, as associated with AirBNB and other website bookings, no outside visitors, and only overnight guests who have a reservation are permitted to stay.

Applicant Response: This is correct, no one other than who has committed to stay is allowed. I do have overnight guests myself, but that is not an AirBnB issue.

15. Weekday and weekend quiet time shall be at 10:00 PM.

Applicant Response: My guest rules are attached to this email but pasted below.

Business License Comments:

1. If approved, applicant will need to file the occupation tax application with our office for the business activity.

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

Stipulations for Approval:

1. Host will maintain a safe environment including:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house.
 - b. GFCI outlets are required in bathrooms.
 - c. Double keyed locks are not allowed.
 - d. Copper cannot be used for gas supply lines.
 - e. Windows must be operable, not blocked or boarded.
 - f. Handrails are required at sets of 4 or more stairs/risers.
 - g. Hot water tank and furnace must be vented properly and operational.
 - h. Electric panel and circuits must be safe.
2. Host will obtain a business license with the City for the property.
3. The maximum number of guests is limited to four (4) people (not including an infant/child).
4. Only one additional (guest) car is permitted.
5. Quiet hours begin daily at 10:00 PM.
6. Approval is for one (1) year because while the applicant lives in the home, he intends on renting the entire residence (two bedrooms) when he is out of town.

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-2018-63 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 13, 2018 City Planning Commission Minutes
Initial Applicant Letter
Applicant Response Letter
Applicant AirBnB Information Sheets
Neighborhood Meeting Minutes
Site Photographs

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 13, 2018	August 30, 2018
Special Use	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2018-63** 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-2018-63**, 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.

August 13, 2018 City Planning Commission Minutes:

Hearing starts at 14:12:

SPECIAL USE PERMIT APPLICATION #SP-2018-63 – ANDREW MORGANS WITH MARKNOLOGY LLC – SYNOPSIS: Home Occupation Special Use Permit for an AIRBNB at 616 Elizabeth Avenue. ***Detailed Outline of Requested Action:*** The

applicant, Andrew Morgans with Marknology LLC wants to operate an AIRBNB at his primary residence, 616 Elizabeth Avenue. Mr. Morgans lives in the house and rents one bedroom through AIRBNB.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 13, 2018;
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 July 19, 2018; and
7. The Notices to property owners dated July 18, 2018.

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

Present in Support:

- ❖ Andrew Morgans, applicant, 616 Elizabeth Avenue, Kansas City, Kansas 66101
- ❖ Jesse Blakey, 400 North 5th Street, Kansas City, Kansas 66101
- ❖ Swan Blakey, 400 North 5th Street, Kansas City, Kansas 66101

Present in Opposition:

- ❖ No one appeared

Staff Recommendation starts at 25:42: Planner Flanders stated the staff recommends approval subject to the stipulations in the staff report. He stated that he would like to emphasize a few of the stipulations for the applicant:

1. **Host will maintain a safe environment (and there is a list of items in the staff report.)**
2. **Host will obtain a business license with the City.**
3. **The maximum number of guests is limited to four (4) people (not including an infant/child).**
4. **Only one additional (guest) car is permitted.**
5. **Quiet hours begin daily at 10:00 PM.**
6. **Approval is for one (1) year (because while the applicant lives in the home, he intends on renting the entire residence (two bedrooms) when he is out of town.)**

Motion and Vote Starts at 27:14:

On motion by Dr. Serda, seconded by Ms. Jones, the Planning Commission voted as follows to **RECOMMEND APPROVAL of Special Use Permit Application #SP-2018-63:**

Carson	Aye
Childress	Not Present

Connelly Aye
Ernst Aye
Jones Aye
Miller Aye
Pauley Aye
Reasons Aye
Serda Aye
Huey Chairman
Motion to RECOMMEND APPROVAL Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments:

1. How long has the business been in operation?

Applicant Response: April 23, 2018.

2. Were neighbors consulted prior to opening the business?

Applicant Response: No.

3. Do you have a business license?

Applicant Response: No.

4. Have you paid appropriate lodging taxes?

Applicant Response: Yes, as far as I am aware.

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Staff Response: While parking is available on both sides of the street, on-street parking is often a source of concern and conflict for neighbors. To

minimize this concern, renters shall be restricted to two (2) vehicles – one parked in the rear and the other parked on the street.

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With respect to day-to-day hours, most of the travelers are out in the city the majority of the day and rarely at my residence.

9. Do you have a rental license from the Unified Government for the facility?

Applicant Response: No.

10. Describe in detail the area(s) rented for AirBnB/other rental operations. Include bedrooms, bathrooms, common areas, etc.

Applicant Response: The guests have complete access to my common areas to include my kitchen, laundry room, and bathroom. Aside from that, they have a bedroom which has a queen bed.

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I am also going to be participating at the Strawberry Hill Association meetings after our meeting with the neighbors, which I think the next one is in August. So that will give me some face time with anyone else that would like my contact information. I believe I can get the local police officers' contact information.

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- ***Spanish:***
 - ***Sebastian Brunos – (913) 747-8270 (employee)***

- **English:**
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 - **Veronika Morgans – (816) 522-0539 (sister to Andrew)**
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Applicant Response: My guest rules are attached to this email but pasted below.

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- 1. If approved, applicant will need to file the occupation tax application with our office for the business activity.**

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**

Stipulations for Approval:

- 1. Host will maintain a safe environment including:**
 - a. Working smoke detectors in each bedroom plus each level of the unit/house.**
 - b. GFCI outlets are required in bathrooms.**
 - c. Double keyed locks are not allowed.**
 - d. Copper cannot be used for gas supply lines.**
 - e. Windows must be operable, not blocked or boarded.**
 - f. Handrails are required at sets of 4 or more stairs/risers.**

1. How long has the business been in operation:
 - a. April 23, 2018
2. Were neighbors consulted prior to opening the business?
 - a. No
3. Do you have a business license?
 - a. No
4. Have you paid appropriate lodging taxes?
 - a. Yes, as far as I am aware
5. How many rooms are rented?
 - a. 1, unless I'm out of town or it is specifically requested by a traveler – then it is 2
6. What is the maximum number of people that will be staying at any one time?
 - a. If 1 bedroom is occupied – 2
 - b. If 2 bedrooms are occupied – 4
7. What is the maximum number of vehicles & where will they park?
 - a. There is street parking available
 - b. There is a brand new parking pad/slab in my backyard
8. How often are guests in the residence?
 - a. This depends. Sometimes my guests are only here from 4:00 pm, and gone by 11:00 am. I have quite a few visitors that stay in my 1-bedroom because it is a great BnB to grab a night of sleep on a road trip
 - b. My longest guest stayed here 5 days total
 - c. With respect to day-to-day hours, most of the travelers are out in the city the majority of the day and rarely at my residence.
9. Do you have a rental license from the Unified Government for the facility?
 - a. No
10. Describe in detail the area(s) rented for airbnb / other rental operations. Include bedrooms, bathrooms, common areas, etc.
 - a. The guests have complete access to my common areas to include my kitchen, laundry room, and bathroom. Aside from that, they have a bedroom which has a queen bed.
11. Describe how you will maintain a safe environment including:
 - a. Working smoke detectors in each bedroom plus each level of the unit/house
 - i. In early April, I conducted a home inspection with Legacy Home Inspections. These inspection results confirm the abovementioned safety conditions are in compliance.
 - b. GFCI outlets are required in bathrooms
 - i. In early April, I conducted a home inspection with Legacy Home Inspections. These inspection results confirm the abovementioned safety conditions are in compliance.
 - c. Double keyed locks are not allowed
 - i. I acknowledge this – I do not utilize double key locks
 - d. Copper cannot be used for gas supply lines
 - i. I do not have copper for my gas supply lines

- e. Windows must be operable, not blocked or boarded
 - i. In early April, I conducted a home inspection with Legacy Home Inspections. These inspection results confirm the abovementioned safety conditions are in compliance.
 - ii. I also have motion sensors on my basement windows, and other windows on the property that are monitored by a 24/7 alarm company called Vivint.
- f. Handrails are required at sets of 4 or more stairs/risers
 - i. The stairs to my basement have handrails
 - ii. The stairs to my front door have handrails
- g. Hot water tank and furnace must be vented properly and be operational
 - i. In early April, I conducted a home inspection with Legacy Home Inspections. These inspection results confirm the abovementioned safety conditions are in compliance.
 - ii. I additionally had a chimney inspection and repairs complete in order to ensure the proper venting of my water heater and furnace
- h. Electric panel and circuits must be safe
 - i. In early April, I conducted a home inspection with Legacy Home Inspections. These inspection results confirm the abovementioned safety conditions are in compliance.
- i. Smart Technology in my home
 - i. Smart Door Lock – There is no key exchange between myself and the guests that stay at my house. This ensures that there is no way possible for a key to be copied. The password changes each day through an app.
 - ii. 24/7 Professional Monitoring – I have sensors on my windows and doors. If a sensor is tripped unexpectedly, I can have security dispatched to my house at any time. This ensures that the guests that stay there are the ones arriving. It deters from potential party issues, and also creates safety between me and my neighbors as well with a recorded video of any occurrences.
 - iii. Outdoor Cameras – Live Stream to Phone, and 24/7 surveillance for when I am out of town of working. You can use this to talk to anyone on your property as well. There is a disclaimer on my air b n b listing that lets people know that I have cameras outside in front and back.
 - 1. Peace of mind
 - 2. Ensuring the correct number of guests
 - 3. Party prevention or deterrent
 - 4. Theft prevention or deterrent
 - iv. Noise Aware

1. With my system comes a noise aware alarm. It is a "some alarm for noise". If noise levels reach a certain decibel it alerts me. I added this for extra peace of mind.
- v. Guest verification required for booking
- vi. Besides the 24/7 security monitoring, I am providing neighbors with three points of contact in case of emergencies and a Spanish speaking contact as well.

I lay out clear expectations to each guest that stays at my home. Letting them know about the neighborhood. What to expect or not expect in Strawberry Hill, where things are in my home in case of emergency and the expectations of their actions while they are there.

Guest Rules:

- Weekday Quiet Time 10 pm
- Weekend Quiet Time 12 pm
- No more than 1 vehicle in the parking space, and one on the street. I will often park on the street if I have a guest.
- No parties, no outside visitors, no overnight guests without previous approval from me
- I do allow families and friends to stop by and sometimes I even allow them to spend the night. I request that guests tell me if anyone is spending the night. I like to know who is in my house.
- Do not engage in illegal activities anywhere on the property.
 - This applies to both drugs and internet activity.
- No smoking

Toy, Byron

From: Andrew Morgans <andrew@marknology.com>
Sent: Friday, July 27, 2018 3:14 PM
To: Parker, Janet
Cc: Toy, Byron
Subject: Re: #SP-2018-63 Draft Staff Report

Janet -

Since you are out of town I am going to answer them anyways so we hit the deadline in case.

Comments 1-6: Have applicant responses.

7. We have a note in our air b n b that it is a two car maximum. We also have video cameras installed to be able to see how many guests are at our place.

11. I am at the property often, and travel several times a month.

I have met all of my immediate neighbors and introduced myself.

I created a contact guide for anyone that needs to reach me, or my staff at my company and even included a spanish speaking contact number.

I am also going to be participating at the strawberry hill association meetings after our meeting with the neighbors, I think the next one is in August. So that will give me some face time with anyone else that would like my contact. I believe I can get the local police officers contact info.

I also met Drocky, who seems to be the local neighborhood watch leader, and knows everything about the neighbor. He came to the house to meet me although he was not at the meeting.

12.

See attached document for all contacts but also copied here.

Points of Contact in Case of Emergency:

- Spanish:
 - Sebastian Brunos – 913-747-8270 (Employee)
- English:
 - Andrew Morgans – 816-447-8963
 - Veronika Morgans (Sister to Andrew) – 816-522-0539
 - Brian Glasser (Co-Host for when I'm out of town) 702-845-6296

13. Yes they do.

14. This is correct, no one other than who has committed to stay is allowed. I do have overnight guests myself, but that is not an air b n b issue.

15. My guest rules are attached to this email but also pasted below.

Guest Rules:

- Weekday Quiet Time 10 pm
- Weekend Quiet Time 10 pm (Changed)
- No more than 1 vehicle in the parking space, and one on the street
- No parties, no outside visitors, no overnight guests without previous approval from me
- I do allow families and friends to stop by and sometimes I even allow them to spend the night. I request that guests tell me if anyone is spending the night. I like to know who is in my house.
- Do not engage in illegal activities anywhere on the property.
 - This applies to both drugs and internet activity.
- No smoking

Andrew Morgans



On Fri, Jul 27, 2018 at 3:03 PM, Andrew Morgans <andrew@marknology.com> wrote:
Hi Janet -

Think I don't need the engineer so just you as the planner?

Would this be this section?

Staff Comments and Suggestions:

Do I just respond to each line and submit by email?

I made this to give to all of the people that came to my meeting but only was able to get to the one guest. (See Attached)

Andrew M



On Mon, Jul 23, 2018 at 2:33 PM, Parker, Janet <jparker@wycokck.org> wrote:

Air B n B Info Sheets

Safety

- Smoke Alarms in Each Room
- Porch Lights in Front and Back of House
- Fire Extinguisher
- Security Cameras (Door bell monitor and outside cameras)
- Guest verification required
- Noise Monitoring (Windows and Sound Level) – Party Alarm

Smart Technology in my Home:

<https://www.asecurelife.com/home-security-for-airbnbs/>

- Smart Door Lock – There is no key exchange between myself and the guests that stay at my house. This ensures that there is no way possible for a key to be copied.
- Doorbell Camera – This allows me to talk with the guests from anywhere in the world if I need to. I can also track who comes and goes from the house. This also allows me to verify the identity of my guests when they arrive and helps me make sure no parties are going on.
- 24/7 Professional Monitoring – I have sensors on my windows and doors. If a sensor is tripped unexpectedly, I can have security dispatched to my house at any time.
- Outdoor Wifi Cameras – Live Stream to Phone for Check-ins at any time. You can use this to talk to anyone on your property as well.
 - Peace of mind
 - Ensuring the correct number of guests
 - Party prevention or deterrent
 - Theft prevention or deterrent

<https://www.sharingmyhome.com/guides/10-best-security-cameras-for-airbnb-and-short-term-rental-hosts/>

<https://www.cammy.com/us/cameras/>

Smart Sound/Noise Enforcement:

<https://noiseaware.io/features>

- Noise Aware:
 - Noise Monitoring System
 - The Smoke Alarm for Noise
 - If noise levels exceed my set threshold, I get notified via SMS or email immediately.

I lay out clear expectations to each guest that stays at my home. Letting them know about the neighborhood. What to expect or not expect in Strawberry Hill, where things are in my home in case of emergency and the expectations of their actions while they are there.

Guest Rules:

- Weekday Quiet Time 10 pm
- Weekend Quiet Time 12 am
- No more than 1 vehicle in the parking space, and one on the street
- No parties, no outside visitors, no overnight guests without previous approval from me
- I do allow families and friends to stop by and sometimes I even allow them to spend the night. I request that guests tell me if anyone is spending the night. I like to know who is in my house.
- Do not engage in illegal activities anywhere on the property.
 - This applies to both drugs and internet activity.
- No smoking

Points of Contact in Case of Emergency:

- Spanish:
 - Sebastian Brunos – 913-747-8270 (Employee)
- English:
 - Andrew Morgans – 816-447-8963
 - Veronika Morgans (Sister to Andrew) – 816-522-0539
 - Brian Glasser (Co-Host for when I'm out of town) 702-845-6296

The typical guests for air b n b guests are seniors. On the guest side and the hosting side. They choose air b n b because it feels like a home. They are screened by air b n b before booking, have a credit card on file for damages, and are reviewed by a peer to peer system. With a high price point per booking, and these facts it leads to a good quality experience with good guests and good hosts.

- ① Showed up 3:55 pm
- ② Tom & Carole Ferguson & Andrew Morgans discussed the neighborhood & Andrews job
- ③ Tom & Carole expressed how the rentals (regular rentals), the owners have not kept up with their properties
- ④ Andrew discussed the benefits of airbnb with reviews, cameras & other rules of the airbnb platform
- ⑤ Andrew & the Ferguson's discussed some of the neighbors & the neighborhood
- ⑥ The 3 discussed out of state owners & the absentee ownership
- ⑦ General discussion ~ just getting to know each other & developments across Strawberry Hill
- ⑧ 4:30 pm - discussions with the Ferguson's ongoing about general topics
- ⑨ 4:33 - discussions about UBER
- ⑩ Tom encouraged Andrew to attend neighborhood association meetings
- ⑪ 4:45 - Andrew & the Ferguson's talked about how important relationships are. They like that they have a name to a face
- ⑫ 4:47 - Meeting ended & Mr. Ferguson stated he liked what we are doing & is supportive



Figure 1. Photograph of Bedroom #1 at 616 Elizabeth Avenue (provided by the applicant).



Figure 2. Photograph of Bedroom #2 at 616 Elizabeth Avenue (provided by the applicant).



Figure 3. Photograph of kitchen at 616 Elizabeth Avenue (provided by the applicant).



Figure 4. Photograph of the laundry room at 616 Elizabeth Avenue (provided by the applicant).



Figure 5. Photograph of the family room at 616 Elizabeth Avenue (provided by the applicant).



Figure 6. Photograph of the rear of the property at 616 Elizabeth Avenue (provided by the applicant).

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: August 30, 2018

Re: **Petition #SP-2018-65**

GENERAL INFORMATION

Applicant:
Joseph Collins

Status of Applicant:
Representative
Strawberry Hill Brewing
Company
601 Central Avenue
Kansas City, Kansas

Requested Action:
Approval of a Special use Permit. This application has been submitted in conjunction with zoning petition #2290 for a parking variance.

Date of Application:
June 29, 2018

Purpose:
To establish a microbrewery and drinking establishment

Property Location: 601 Central Avenue



Existing Zoning: C-3 Commercial District

Existing Surrounding Zoning: **North:** C-3 Commercial District
South: C-3 Commercial District
East: C-3 Commercial District
West: C-3 Commercial District

Existing Uses: **North:** Vacant Commercial Lot
South: Single Family Residence
East: Restaurant
West: Commercial Building

Total Tract Size: 0.05 acre

Master Plan Designation: The City-Wide Master Plan designates this property as a Commercial Land Use

Major Street Plan: The City-Wide Master Plan designates Central Avenue as a Class B Thoroughfare and Tremont as a local street.

Advertisement: The Wyandotte Echo – July 19, 2018
Letters to Property Owner – July 18, 2018 and August 21, 2018

Public Hearings: August 13, 2018 and August 30, 2018

Public Opposition: Some neighbors expressed concern about parking. No one appeared in opposition at the August 13, 2018 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Joseph Collins with Strawberry Hill Brewing Company, has applied for a special use permit to operate a microbrewery and drinking establishment at 601 Central Avenue. The property includes a 975-foot area for the bar and seating area as well as production space, bathrooms, and other ancillary space. The property also has a one-bedroom apartment on the second floor and one parking spot for the apartment tenant.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This property is on a commercial mixed-use street. It is within a dense, walkable neighborhood.

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

The proposed use is expected to be compatible with nearby uses. The residence to the south is under the same ownership as this property, which mitigates concerns related to compatibility between the proposed microbrewery and drinking establishment and the adjacent residential.

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

Removal of the restrictions is not expected to detrimentally affect nearby property.

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

This property has been vacant for many years.

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

The proposed use conforms to the Master Plan.

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

The 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. The applicant has requested a parking variance in conjunction with this application (Petition #2290).

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.*

This type of business provides a social space for the community as well as a productive use of the building. It is not expected 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.*

Noise could potentially be an issue depending on the hours of operation and how the business is operated.

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

This is not foreseen to be 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.

The community would gain from having an active business. Denial of the special use permit would be a hardship on the owner because they would not be able to use the property as proposed.

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

None

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on July 23, 2018. Meeting minutes are attached to this staff report

KEY ISSUES

Parking Variance (approved on August 13, 2018)

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application #SP-2018-65, subject to:

Urban Planning and Land Use Comments:

1. A variance for parking will be required to operate this business. This application has been submitted with zoning variance petition #2290 for the number of parking spaces.
2. See information related to hours, security, and operations of the business in the additional information attached to this report.
3. Must comply with City Codes related to security.
4. If live entertainment (karaoke, comedy, bands) is ever added, a special use permit for live entertainment must be obtained prior to events.

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) Vehicles shall not be parked in the Right of Way of Central Avenue in front of the property.
- 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-2018-65** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 13, 2018 City Planning Commission Minutes
Additional Information
Site Photos
Floorplan
CABA comment of support
Neighborhood Meeting Minutes

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 13, 2018	August 30, 2018
Special Use	Approval	

STAFF CONTACT: Zach Flanders
 zflanders@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2018-65** 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-2018-65**, 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.

August 13, 2018 City Planning Commission Minutes:

Hearing Starts at 27:56:

SPECIAL USE PERMIT APPLICATION #SP-2018-65 – JOSEPH COLLINS WITH STRAWBERRY HILL BREWING COMPANY – SYNOPSIS: Special Use Permit for a drinking establishment and microbrewery operation at 601 Central Avenue. **Detailed Outline of Requested Action:** The applicant, Joseph Collins with Strawberry Hill Brewing Company, has applied for a special use permit to operate a microbrewery and drinking establishment at 601 Central Avenue. The property includes a 975-foot area for the bar and seating area as well as production space, bathrooms, and other ancillary space. The property also has a one-bedroom apartment on the second floor and one parking spot for the apartment tenant.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 13, 2018;
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 July 19, 2018; and
7. The Notices to property owners dated July 18, 2018.

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

Recording Secretary Parker stated that the testimony from the Board of Zoning Appeals meeting earlier this evening will be part of the record of these proceedings.

Present in Support:

- ❖ Joe Collins, applicant, 340 North 14th Street, Kansas City, Kansas 66102
- ❖ There were 4 persons present in support that did not speak.

Present in Opposition:

- ❖ No one appeared

Staff Recommendation starts at 32:38: Planner Flanders stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote starts at 32:46:

On motion by Mr. Carson, seconded by Dr. Serda, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2018-65:**

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Not Present

Motion to recommend APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. A variance for parking will be required to operate this business. This application has been submitted with zoning variance petition #2290 for the number of parking spaces.
2. See information related to hours, security, and operations of the business in the additional information attached to this report.
3. Must comply with City Codes related to security.
4. If live entertainment (karaoke, comedy, bands) is ever added, a special use permit for live entertainment must be obtained prior to events.

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) Vehicles shall not be parked in the Right of Way of Central Avenue in front of the property.

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

1) None

Attachment to special use permit for 601 Central Avenue, Kansas City, KS

Legal Description:

WHIPPLES ADD, S10, T11, R25, ACRES 0.06, E 25FT L38 LS N 10FT & E 25FT L39 TO L41

Hours of Operation:

Tentative schedule:

M: Closed

T: Closed

W: 2 PM to 9 PM

Th: 2 PM to 9PM

F: 2 PM to 1 AM

S: 11 AM to 1 AM

Sun: 11 am to 9 PM

Security Plan:

The overall safety of our customers, employees, and the general public is of great importance us. We will be operating our establishment in such a way that encourages responsible choices and the safety of all.

Any customer we feel is too rude or verbally abusive will be asked to leave. Any violence or threats of violence will result in the customer being banned from the premises. Special care will be taken to not over serve any customers and anyone we believe is unable to drive will have a cab or Uber called for them.

There will be security cameras covering the entire interior of the building, with emphasis on the cash register. Cameras will also cover all sides of the exterior building and the sidewalks, which will be well lit by streetlights and additional lighting to be installed on the east exterior wall.

Other notes:

We anticipate no more than three employees working at any given time for the foreseeable future.

We expect to serve no more than 30 to 40 customers at any given time.

We have no plans for live music.

We do not plan to have food at the time of opening, but plan to implement a limited menu within a few months.

The only exterior changes to the building we plan on are painting the rear of the building and the window trim on the second level and hanging a sign on the north wall after we acquire a sign permit.











Thank you!

We are aware of the situation and have no questions. We are in support of the Operating Permit and Variance for Parking.

#SP-2018-65 JOSEPH COLLINS WITH STRAWBERRY HILL BREWING COMPANY, Special Use Permit for a drinking establishment and microbrewery operation at 601 Central Avenue.

Best regards,

Edgar Galicia, Executive Director
Central Avenue Betterment Assoc.
954.699.5853
1621 Central Avenue, KC KS. 66102



	Downstairs	Unit: in
---	------------	----------



	Bar v2	Unit: in
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SP-2018-65 and Appeal 2290

Neighborhood Meeting Minutes

The meeting was held on 7/23/18 at the Main Library at 625 Minnesota Ave, Kansas City, KS 66101.

The meeting began at approximately 6:00 PM.

Five people attended: Derek Kempf, Ben Murray, Larry Murray, and Joe Collins with Strawberry Hill Brewing Company, and Micky Davis, a representative of Muslett LLC at 701 Central Ave.

Topics of the conversation included the products the drinking establishment would offer and the size of the brewing operation. Derek Kempf said we would offer five of our beers as well as a small selection of other beers and simple mixed drinks.

Mr. Davis asked about what our plans for parking were. Joe Collins responded that we had no access to off street parking and are applying for a parking variance. We plan to take advantage of the street parking along Central Avenue. Mr. Davis expressed his concern that there was not enough public parking in the area.

Mr. Davis asked about how much space we had available and how much seating we would have. Joe Collins responded that we had access to approximately 1500 square feet and our seating arrangements had not been finalized yet.

Mr. Davis asked if we would have a restaurant as well. Joe Collins and Derek Kempf answered that we had no immediate plans to offer food but may have a limited menu in the future.

Mr. Davis also described his client's plans for the area including the types of spaces he hoped to develop and businesses that may occupy them.

Melissa Sanchez of 15 S. Tremont St. spoke with Joe Collins by phone on 7/23/18 and stated that she likes to see new businesses in the area but is concerned about the impact of customers on street parking in front of her house. She sometimes has to park on Central Ave because customers of other businesses in the area are parked on Tremont.

Meeting was adjourned at 6:35 PM.

Minutes were taken by Joe Collins.



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: August 30, 2018
Re: Petition #SP-2018-67

GENERAL INFORMATION

Applicant:
Robert Diamond Jr., AIA

Status of Applicant:
Representative
DA Group, Inc.
5400 Johnson Drive
#149
Mission, KS 66205

Requested Action:
Approve Special Use Permit

Date of Application:
June 29, 2018

Purpose:
To operate an automotive repair business

Property Location:
1017 Merriam Lane



Existing Zoning: C-3 General Commercial District

Existing Surrounding Zoning: **North:** C-3 General Commercial District
South: C-3 General Commercial District
East: R-2(B) Two Family District
West: C-3 General Commercial District

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

Total Tract Size: 0.28 acre

Master Plan Designation: The City-Wide Master Plan designates this property for business park use

Major Street Plan: The City-Wide Master Plan classifies Merriam Lane as a Class C thoroughfare.

Advertisement: The Wyandotte Echo – July 19, 2018
Letters to Property Owner – July 18, 2018 and August 21, 2018

Public Hearings: August 13, 2018 and August 30, 2018

Public Opposition: No one appeared in opposition at the August 13, 2018 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, is seeking approval for his client to operate an automotive business at 1017 Merriam Lane. The operator would share the space with the existing automotive repair business at this location.

City Ordinance Requirements: 27-592 through 27-606

FACTORS TO BE CONSIDERED

1. The Character of the Neighborhood.

This area is largely commercial in use however this parcel is adjacent to several residences.

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 falls in line with many of the nearby uses and would be located where this is currently operating an automotive business.

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.*

The property is not vacant; Yorkies Foreign Car Service has filed the occupation tax and been operating at this location since 1985 and is currently renewed for this calendar year. Anders Automotive has filed occupation tax application and been operating at 1031 Merriam since 2013.

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

Special use permits are not addressed in the Master Plan.

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

The proposed use will not result in increasing the amount of vehicular traffic to the point where it exceeds the capacity of the street network to accommodate it.

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

The automotive use is unlikely to have an effect on nearby commercial uses, however could affect the visual quality or marketability of nearby residences.

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 that is often associated with mechanic shops may be a nuisance to the residences that abut the property.

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

Liquids associated with automotive uses can become hazardous to land and water if not properly contained. 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 likely 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 June 29. No opposition was recorded.

KEY ISSUES

Compliance with the automotive repair ordinance

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Special Use Permit Application subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, this special use permit shall be valid for two (2) years.
2. Please provide a more detailed description of the use and what the operation will entail.

Applicant Response: The business entails routine automotive maintenance, the diagnosis and repair of passenger vehicles, typically involving the replacement of various parts and assemblies. No body work is performed at this operation, Vehicles are stored after business hours either in the shop or in a fenced enclosure on the property.

3. The parking lot shall be restriped and resurfaced, as the paving material has become degraded.

4. 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.
5. No displays on the sidewalk, this includes signs, pennants, attention-attracting devices, etc.
6. The applicant and building owner shall comply with all the stipulations prior to the special use permit becoming valid and the applicant opening their business.

Business License Comments:

1. Will this be a co-occupying business activity? Yorkies Foreign Car Service has filed the occupation tax and been operating at this location since 1985 and is currently renewed for this calendar year. Anders Automotive has filed occupation tax application and been operating at 1031 Merriam since 2013.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
 - 2) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- 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-2018-67 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 13, 2018 City Planning Commission Minutes
Aerial image
Zoning map
Plans submitted by applicant
Photo of existing conditions (2017)

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 13, 2018	August 30, 2018
Special Use	Approval	

STAFF CONTACT: **Robin H. Richardson, AICP**
 rrichardson@wycokck.org

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**SP-2018-67** 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-2018-67**, 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.

August 13, 2018 City Planning Commission Minutes:

Hearing Starts at 33:25:

SPECIAL USE PERMIT APPLICATION #SP-2018-67 – ROBERT DIMOND, JR. WITH D.A. GROUP, INCORPORATED – SYNOPSIS: Special Use Permit for an automotive repair business at 1017 Merriam Lane. **Detailed Outline of Requested Action:** The applicant, is seeking approval for his client to operate an automotive business at 1017 Merriam Lane. The operator would share the space with the existing automotive repair business at this location.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 13, 2018;
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 July 19, 2018; and
7. The Notices to property owners dated July 18, 2018.

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

Recording Secretary Parker stated that the testimony from the Board of Zoning Appeals meeting earlier this evening will be part of the record of these proceedings.

Present in Support:

- ❖ Robert Diamond, Jr., AIA, applicant, DA Group, Inc., 5400 Johnson Drive, Mission, KS 66205
- ❖ Harvey Christianson, 1017 Merriam Lane, Kansas City, Kansas 66103

Present in Opposition:

- ❖ No one appeared

Staff Recommendation starts at 38:53: Planner Flanders stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote starts at 40:01:

On motion by Mr. Miller, seconded by Mr. Carson, the Planning Commission voted as follows to **recommend APPROVAL of Special Use Permit Application #SP-2018-67:**

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye

Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Chairman

Motion to recommend APPROVAL Passed: 8 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. Please provide a more detailed description of the use and what the operation will entail.

Applicant Response: The business entails routine automotive maintenance, the diagnosis and repair of passenger vehicles, typically involving the replacement of various parts and assemblies. No body work is performed at this operation, Vehicles are stored after business hours either in the shop or in a fenced enclosure on the property.

3. The parking lot shall be restriped and resurfaced, as the paving material has become degraded.
4. 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.
5. No displays on the sidewalk, this includes signs, pennants, attention-attracting devices, etc.
6. The applicant and building owner shall comply with all the stipulations prior to the special use permit becoming valid and the applicant opening their business.

Business License Comments:

2. Will this be a co-occupying business activity? Yorkies Foreign Car Service has filed the occupation tax and been operating at this location since 1985 and is currently renewed for this calendar year. Anders Automotive has filed occupation tax application and been operating at 1031 Merriam since 2013.

Public Works Comments:

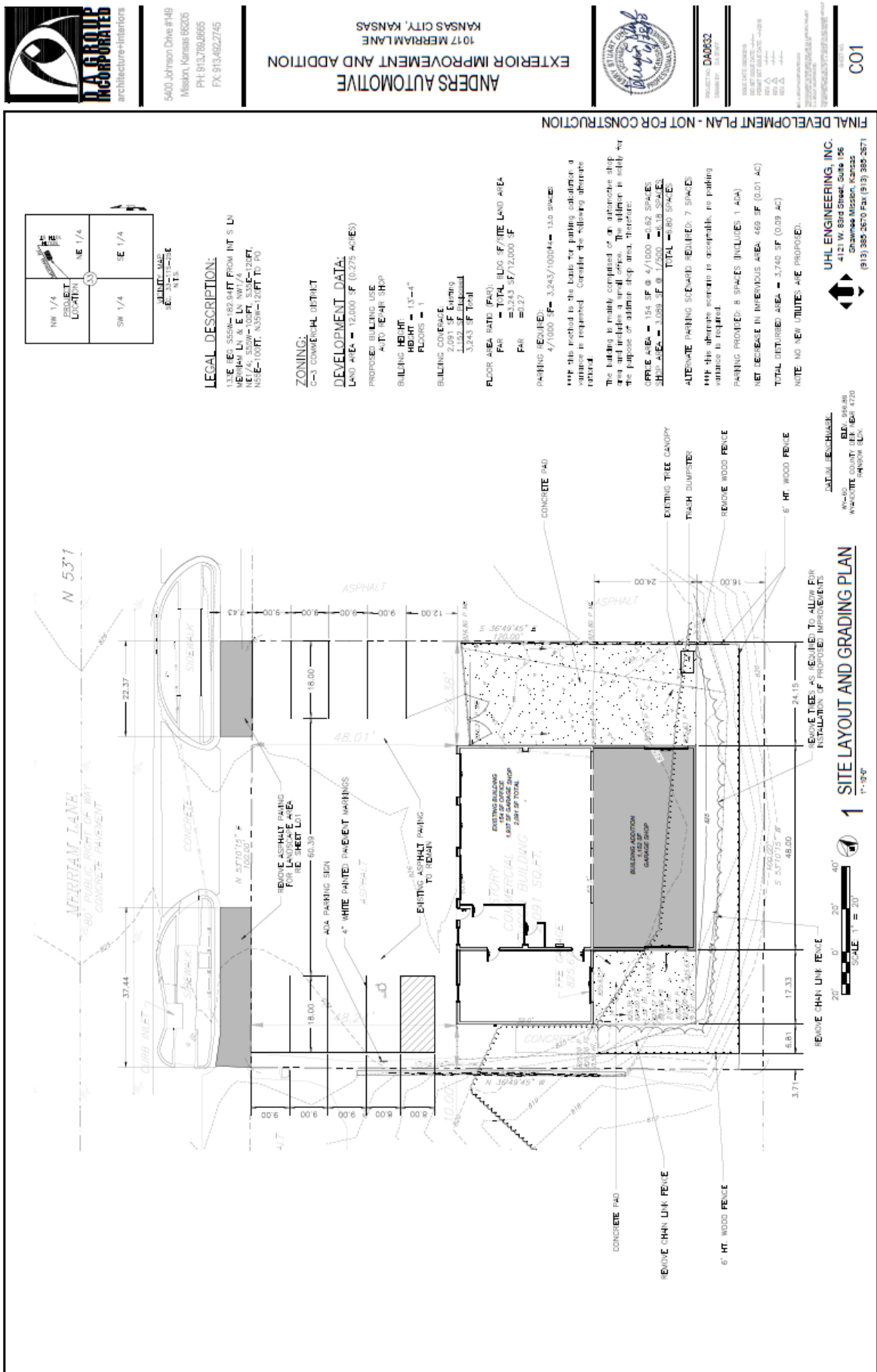
- A) Items that require plan revision or additional documentation before engineering can recommend approval:

- 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.
 - 2) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- 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











5400 Johnson Drive #149
Mission, Kansas 66205
PH: 913.789.8665
FX: 913.492.2745

ANDERS AUTOMOTIVE
EXTERIOR IMPROVEMENT AND ADDITION
1017 MERRIAM LANE
KANSAS CITY, KANSAS



PROJECT NO. DA0632
DRAWN BY: DALE DENT

DATE: 08/30/2018
BY: DALE DENT
CHECKED BY: DALE DENT
DATE: 08/30/2018
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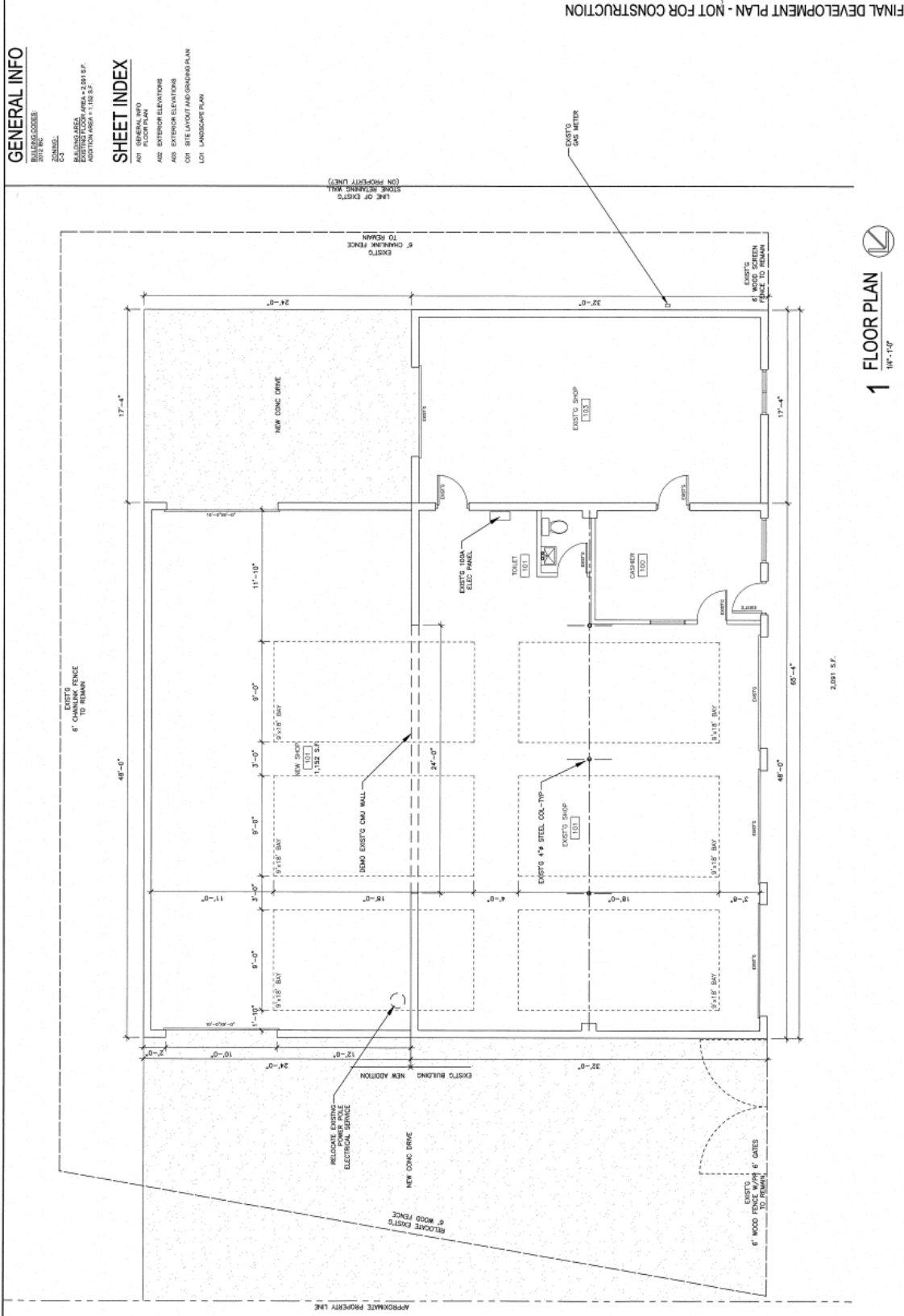
SHEET NO. A01

GENERAL INFO

BUILDING CODES:
1. IBC
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3. IBC
4. IBC
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94. IBC
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96. IBC
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100. IBC

SHEET INDEX

1. GENERAL INFO
2. FLOOR PLAN
3. EXTERIOR ELEVATIONS
4. SITE LAYOUT AND GRADING PLAN
5. LANDSCAPE PLAN





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: August 30, 2018
Re: Vacation Petition #A-2018-5

GENERAL INFORMATION

Applicant:
Wil Anderson

Status of Applicant:
Representative
BHC Rhodes
712 State Avenue
Kansas City, KS 66101

Requested Action:
Approve alley vacation

Date of Application:
June 27, 2018

Purpose:
To vacate alleys to combine parcels under single ownership

Property Location:
444 Shawnee Road, 448 Shawnee Road 411 Stine Avenue and 1417 South 5th Street

Commission Districts:
1. Commissioner At-Large: Tom Burroughs
2. District Commissioner: Ann Brandau Murguia



Existing Zoning: R-2(B) Two Family District

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

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

Neighborhood Characteristics: The neighborhood is residential in nature, predominately single-family homes, although there are large parcels that are vacant, undeveloped and heavily wooded.

Total Tract Size: .0942 acre

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

Major Street Plan: The Major Street Plan classifies Stine Avenue and Shawnee Roads as local streets.

Advertisement: Wyandotte Echo – July 19, 2018
Letters to Property Owners – July 18, 2018 and August 21, 2018

Public Hearings: August 13, 2018 and August 30, 2018

Public Opposition: No one appeared at the August 13, 2018 City Planning Commission meeting.

PROPOSAL

Detailed Outline of Requested Action: The applicant, Wil Anderson of BHC Rhodes on behalf of the owner, Blair Thedinger wants to vacate portions of the alley that is behind Mr. Thedinger's residence to consolidate the parcels he owns into one parcel located at 444 Shawnee Road, 448 Shawnee Road, 411 Stine Avenue and 15 South 5th Street.

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.***

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

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

a. *Water service*

Available

b. *Sanitary sewer service*

Available

c. *Storm water control*

Designed (Existing)

d. *Police*

Police service provided by the South Patrol, District #335

e. *Fire*

Fire service provided by Station #10

f. *Transit*

Kansas City ATA does not provide transit service along Shawnee Road

g. *Schools*

Kansas City, Kansas USD 500

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

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.

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.*

Buildings 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.

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.***

This is not an issue.

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

This is not applicable.

7. ***Vacation will not create utility conflicts.***

AT&T made a comment to retain a utility easement in the alley.

KEY ISSUES

AT&T comment

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to recommend **APPROVAL** of Alley Vacation Application #A-2018-5, subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
2. Subject to approval, following the Board of Commissioners meeting, contact the GeoSpatial Services Department to consolidate the lots for land use purposes except 444 Shawnee Road and 448 Shawnee Road because there are two existing single-family homes.
3. Per Jennifer Taylor with AT&T: AT&T has buried facilities in the alley between 1417 South 5th Street and 415 Stine Avenue, which is listed under the vacation application. We will need a utility easement in order to maintain our facilities. This may apply to other utilities as well. Please verify and confirm all utilities.

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) Applicant to confirm with other utilities if utility easements exist in the alley.
2) The County Surveyor makes separate technical review of the vacation and survey exhibit documents and submits comments directly to the preparer of the survey. Provide revised vacation and survey exhibit documents in accordance with County Surveyor comments
- 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-2018-5 subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

August 13, 2018 City Planning Commission Minutes
Aerial Photograph
Parcel Map
Vacation Exhibit

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Unified Government Commission
Public Hearing	August 13, 2018	August 30, 2018
Vacation	Approval	

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #A-2018-5 as meeting all the requirements of the City code and being in the interest of the public health, safety and welfare subject to such modifications as are necessary to resolve to the satisfaction of City Staff all comments contained in the Staff Report **for the following reasons:**

1. **Due and legal notice has been given by publication as required in this act, and that**
2. **No private rights will be injured or endangered by such vacation or exclusion, and that**
3. **The public will suffer no loss or inconvenience thereby, and that**
4. **In justice to the petitioner or petitioners the prayer of the petitioner ought to be granted;**

and the following additional requirements:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition **A-2018-5**, 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.

August 13, 2018 City Planning Commission Minutes:

Hearing Starts At 40:45:

ALLEY VACATION APPLICATION #A-2018-5 – WIL ANDERSON WITH BHC RHODES – SYNOPSIS: Vacation of an alley between 444 Shawnee Road, 411 Stine Avenue, 1417 South 5th Street and 448 Shawnee Road. **Detailed Outline of Requested Action:** The applicant, Wil Anderson of BHC Rhodes on behalf of the owner, Blair Thedinger wants to vacate portions of the alley that is behind Mr. Thedinger's residence to consolidate the parcels he owns into one parcel located at 444 Shawnee Road, 448 Shawnee Road, 411 Stine Avenue and 15 South 5th Street.

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

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

4. The staff report and attachments dated August 13, 2018;
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 July 19, 2018; and
7. The Notices to property owners dated July 18, 2018.

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

Present in Support:

- ❖ Blair Thedinger, owner of the properties in question, 448 Shawnee Road, Kansas City, Kansas 66103

Present in Opposition:

- ❖ No one appeared in opposition

Staff Recommendation starts at 45:44: Planner Flanders stated that the staff recommends approval subject to the stipulations in the staff report.

Motion and Vote starts at 46:16:

On motion by Dr. Serda, seconded by Mr. Reasons, the Planning Commission voted as follows to recommend **APPROVAL** of **Alley Vacation Application #A-2018-5** for the following reasons:

1. Due and legal notice has been given by publication as required in this act, and that
2. No private rights will be injured or endangered by such vacation or exclusion, and that
3. The public will suffer no loss or inconvenience thereby, and that
4. In justice to the petitioner or petitioners the prayer of the petitioner ought to be granted:

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Chairman

Motion to RECOMMEND APPROVAL Passed: 8 to 0
Subject to:

Urban Planning and Land Use Comments:

1. Subject to approval, a \$50.00 ordinance publication fee must be submitted to the Urban Planning and Land Use Department following the Unified Government Board of Commissioners meeting.
2. Subject to approval, following the Board of Commissioners meeting, contact the GeoSpatial Services Department to consolidate the lots for land use purposes except 444 Shawnee Road and 448 Shawnee Road because there are two existing single-family homes.
3. Per Jennifer Taylor with AT&T: AT&T has buried facilities in the alley between 1417 South 5th Street and 415 Stine Avenue, which is listed under the vacation application. We will need a utility easement in order to maintain our facilities. This may apply to other utilities as well. Please verify and confirm all utilities.

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) Applicant to confirm with other utilities if utility easements exist in the alley.
 - 2) The County Surveyor makes separate technical review of the vacation and survey exhibit documents and submits comments directly to the preparer of the survey. Provide revised vacation and survey exhibit documents in accordance with County Surveyor comments
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None





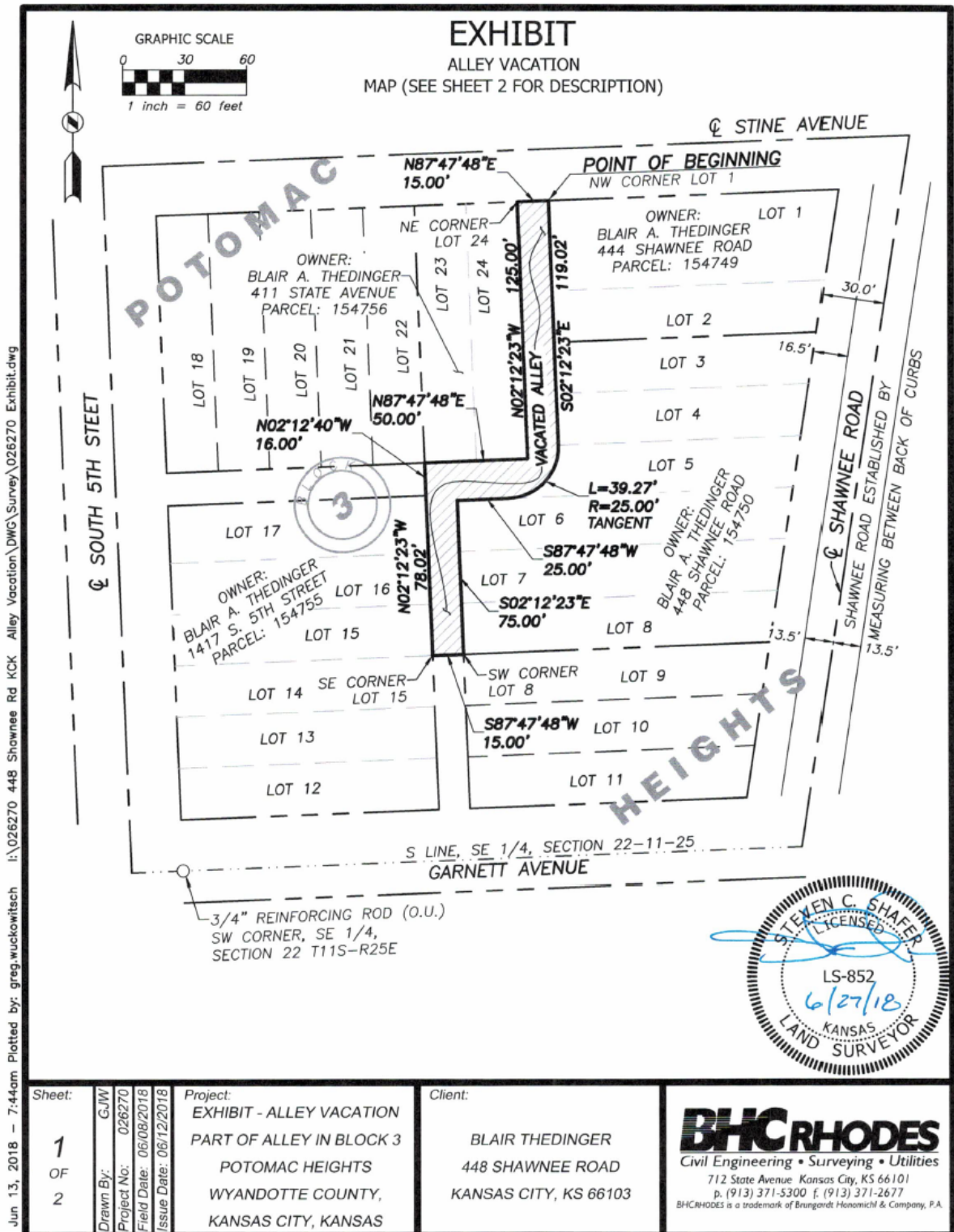


EXHIBIT ALLEY VACATION DESCRIPTION (SEE SHEET 1 FOR MAP)

A Tract of land being a part of a publicly dedicated alley, to be vacated, bounded on the North by the South Right-of-Way line of Stine Avenue; bounded on the East by the West lines of Lots 1 through 8; bounded on the South by the extension of the South line of Lot 8; bounded on the West by the East lines of Lots 15-17, its extension, the South line of Lots 23, 24 and its West line, all in Block 3, POTOMAC HEIGHTS, a subdivision in the City of Kansas City, Wyandotte County, Kansas, as surveyed on June 8, 2018, by Steven S. Shafer, LS-852 of BHC RHODES, and being more particularly described by metes and bounds as follows:

(Note: For course orientation, the bearings in this description are based on the South Right-of-Way line of Stine Avenue having a bearing of North 87° 47' 48" East, as determined by Global Positioning System observations, and referenced to the Kansas State Plane Coordinate System, North Zone, NAD83.)

BEGINNING at the Northwest corner of said Lot 1;
Thence South 02° 12' 23" East, 119.02 feet, on the West Line of said Lots 1 through 4, to the Northwest corner of said Lot 5, and the beginning of a tangent curve, concave to the Northwest, having a radius of 25.00 feet;
Thence South and West on said curve, an arc distance of 39.27 feet, tangent to the last described course, to a point on the North line of said Lot 6;
Thence South 87° 47' 48" West, 25.00 feet, on said North line of Lot 6, to the Northwest corner of said Lot 6;
Thence South 02° 12' 23" East, 75.00 feet, on the West line of said Lots 6 through 8, to the Southwest corner of said Lot 8;
Thence South 87° 47' 48" West, 15.00 feet, on the extension of the South line of said Lot 8, to the Southeast corner of said Lot 15;
Thence North 02° 12' 23" West, 78.02 feet, on the East line of Lots 15 through 17, to the Northeast corner of said Lot 17;
Thence North 02° 12' 40" West, 16.00 feet, to the Southwest corner of said Lot 23;
Thence North 87° 47' 48" East, 50.00 feet, on the South line of said Lots 23 and 24, to the Southeast corner of said Lot 24;
Thence North 02° 12' 23" West, 125.00 feet, on the East line of said Lot 24, to the Northeast corner of said Lot 24, also being the South Right-of-Way line of Stine Avenue;
Thence North 87° 47' 48" East, 15.00 feet, on said South Right-of-Way line, to the **POINT OF BEGINNING**, said tract containing 4,102 square feet or 0.0942 acres.

APPROVED BY: _____

Brent E. Thompson, KS P.L.S. 1277
Wyandotte County Surveyor



Jun 13, 2018 - 7:44am Plotted by: greg.wuckowitsch I:\026270 448 Shawnee Rd KCK Alley Vacation\DWG\Survey\026270 Exhibit.dwg

Sheet:

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OF
2

Drawn By:

GJW

Project No:

026270

Field Date:

06/08/2018

Issue Date:

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Project:

EXHIBIT - ALLEY VACATION
PART OF ALLEY IN BLOCK 3
POTOMAC HEIGHTS
WYANDOTTE COUNTY
KANSAS CITY, KANSAS

Client:

BLAIR THEDINGER
448 SHAWNEE ROAD
KANSAS CITY, KS 66103

BHC RHODES
Civil Engineering • Surveying • Utilities
712 State Avenue Kansas City, KS 66101
p. (913) 371-5300 f. (913) 371-2677
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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: August 30, 2018
Re: **Petition #PR-2018-18**

GENERAL INFORMATION

Applicant:
Brian Hill, P.E.

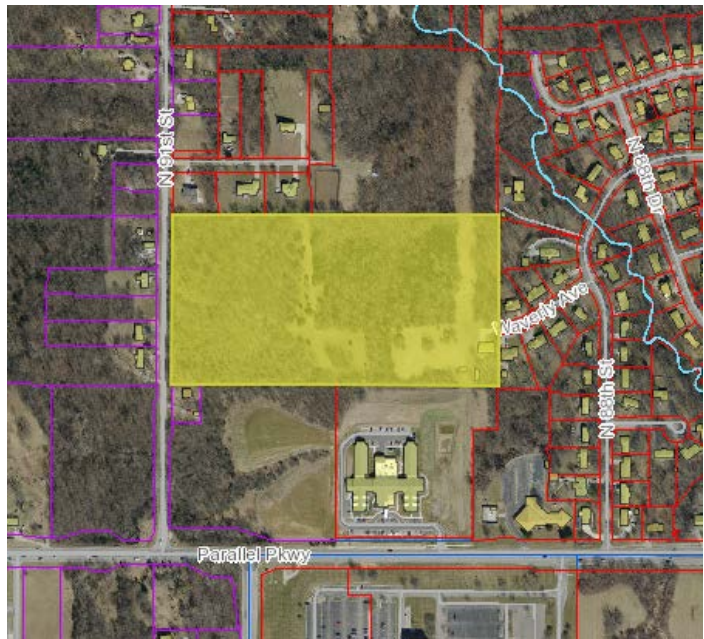
Status of Applicant:
MKEC Engineering, Inc.
11827 West 112th Street, Suite 200
Overland Park, KS 66210

Requested Action:
Approval of Preliminary
Development Plan

Date of Application:
April 27, 2018

Purpose:
To build a 72,004 square foot
elementary school

Property Location:
8833 Waverly Avenue



Commission Districts:

1. Commissioner At Large: Melissa Bynum
2. District Commissioner: Michael (Mike) Kane

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:	A-G Agriculture District

Existing Uses:

North:	Single family homes
South:	Single family homes and senior living facility
East:	Single family homes
West:	Single family homes

Total Tract Size: 14.77 acres

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

Major Street Plan: The Major Street Plan classifies Parallel Parkway as a Class A Thoroughfare and 91st Street as a Class B Thoroughfare

Advertisement: Property Owner Letters – May 17, 2018, May 21, 2018, June 21, 2018, July 2, 2018 and August 21, 2018
Wyandotte Echo – None Required

Public Hearings: June 11, 2018, June 28, 2018, August 13, 2018 and August 30, 2018

Public Opposition: No one appeared in opposition at the June 11, 2018 or August 13, 2018 City Planning Commission meetings; two ladies were present with questions at the June 11, 2018 meeting and one person at the August 13, 2018 meeting.

PROPOSAL

Detailed Outline of Requested Action: Brian Hill, P.E. of MKEC Engineering, Inc. on behalf of Kansas City Kansas Public Schools wants to build a new 72,004 square foot elementary school on 17.44 acres at 8833 Waverly Avenue.

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

FACTORS TO BE CONSIDERED

1. Neighborhood character.

The surrounding neighborhood is primarily a single-family, low-density residential neighborhood.

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

The proposed use will increase traffic along 91st Street in ways that would affect the road capacity. Streets must be redesigned so as to provide a safe, convenient and functional system for vehicular traffic, and have such width, gradient, location and structural quality as to accommodate prospective traffic as determined by existing and probable future land and building uses.

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

The proposed use conforms to the Master Plan.

4. ***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.

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

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

6. ***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***

Must be provided

- c. ***Storm water control***

To be designed to meet City Code

- d. ***Police***

Police service provided by West Patrol, District #222

e. Fire

Fire service provided by Station #6

f. Transit

Kansas City ATA provides a transit service Route #116

g. Schools

Kansas City, Kansas USD 500

7. 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.

Buildings 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.

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

The development is being designed with regards to topography, so the natural features of the land shall be enhanced.

9. 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.

A playground is being provided as part of the elementary school.

NEIGHBORHOOD MEETING

The applicant held a neighborhood meeting on May 24, 2018. The minutes, sign-in sheet and affidavit are attached.

KEY ISSUES

91st Street Improvements
Connection to Waverly Avenue
Public Works comments

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 8 to 0 to **uphold** its previous recommendation and recommends **APPROVAL** of Plan Review Application #PR-2018-18, **subject to the previously approved stipulations (listed below) and one additional stipulation that the school district work with staff to attempt to find a solution for a sidewalk to be constructed that will connect to Waverly:**

Urban Planning and Land Use Comments:

1. The landscape plan does not include a legend indicating quantity or species.

Applicant Response: Legend including quantities and species will be included with final development plan submittal once final landscaping has been determined. For additional landscaping added to southern property line, a revised Landscape Plan is included in this resubmittal.

2. One tree is required per 7,000 square feet of site area. Therefore 92 trees are required to be planted. This does not include street trees or parking lot islands. How many trees are included in the existing screening to the northwest and northwest of the proposed building?

Applicant Response: Over 92 trees currently exist and will be preserved to meet this requirement.

3. All rooftop mechanical equipment shall be screened from public view by the parapet. The public view extends to the boundary of the property line and public right-of-way.

Applicant Response: Rooftop mechanical equipment shall be located so it is typically not visible from the public right-of-way as confirmed by Rob Richardson previously. Rooftop equipment that is visible from the public right-of-way shall be screened by parapets or similar building elements. The owner may, at their discretion, elect to provide equipment-mounted screens on RTU's which are otherwise not visible from the public right-of-way. Adjacent private property is not considered public right-of-way.

4. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.

Applicant Response: Comment acknowledged; all items will be screened with landscaping.

5. All downspouts will be internalized.

Applicant Response: Typically, downspouts will be internalized. There will be a few cases where proper building design renders this approach

infeasible. In such cases, downspouts will be minimized visually and/or design by other building elements.

6. The parking lot islands shall not be hatched, instead they shall be curbed and landscaped.

Applicant Response: The site plan proposes a 28' landscaped median located in the center of the parking lot. The large median will exceed parking lot landscape requirements and is a more conducive location for landscaped than curbed islands. Also, snow removal will be plowed over the west curb line of the parking lot. The striped islands better allow for snow removal. We propose the site plan remain unchanged and is a better option aesthetically than adding additional smaller medians.

Staff Response: *Mark Twain Elementary, Hazel Grove Elementary, and Frank Rushton Elementary Schools have curbed and landscaped parking lot islands that bookend their parking lots and Lowell W. Brune Elementary School shall be treated no differently.*

7. *All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cutoff fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors.*

Applicant Response: *Comment acknowledged.*

8. The trash enclosure doors shall not be oriented towards the street. At the entrance into the site from the roundabout, the enclosure doors are in full view.

Applicant Response: The trash enclosure is currently outside of all the fenced play areas and is located in close proximity to the kitchen. Relocating the trash enclosure east would result in a potential truck conflict with students at play areas. The proposed site plan currently provides a landscape buffer along the perimeter of the enclosure, and the drive approach to the enclosure. The trash enclosure will be approximately 20' higher in elevation relative to the right-of-way at North 91st Street. In addition, the enclosure and doors will be made of materials consistent with the building. Due to the overall functionality of the site, and limited views from the street, we propose the enclosure location and orientation to remain unchanged.

Staff Response: The landscape buffer has been extended from the trash enclosure to shield the enclosure doors from North 91st Street.

9. A sidewalk shall be extended from Parallel Parkway to Georgia Avenue on 91st Street. This school is combining two schools in the area, White Church at 85th and Greeley Avenue and Bethel Elementary School at 77th and Yecker Avenue.

Applicant Response: The District will be changing the standard bussing policy for Lowell W. Brune Elementary and will be providing bus service for all students attending Brune Elementary. The School District will build a sidewalk on District property across the 91st Street property frontage shown on the preliminary development plans.

Staff Response: There will be students walking to this elementary school along 91st Street as there are residences north towards Georgia Avenue. If this sidewalk extension is not approved with this project, it will be included in the Safe Routes to School Program which the City would likely need to be required to fund.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) Engineering comments are listed as stipulations below.
- B) Items that are conditions of approval (stipulations):
 - 1) Public Works staff is still evaluating the roundabout option. Further discussion with staff will need to occur prior to final plan submittal.
 - 2) With final plan submittal, revise the detention outlet location so the flared end section or rip rap level spreader is not within the utility easement along the property line. With final plans provide all calculations and construction details for the rip rap level spreaders so they are acceptable to the UG.
 - 3) As discussed with staff previously, extend the public sanitary sewer main north in order to serve the homes to the west of 91st Street.
 - 4) Relocate the power pole that is illustrated to be reset nearly on top of the proposed public sanitary sewer.
 - 5) Provide additional sewer easement along the east side of 91st Street because the ROW is only 6' from the proposed sanitary sewer. Per UG requirements, minimum sewer easement shall be 15' centered on the sewer line.
 - 6) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

STAFF COMMENTS AND SUGGESTIONS

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

Update – August 30, 2018:

The application was referred back to the City Planning Commission by the Board of Commissioners on June 28, 2018, so staff could evaluate design alternatives for 91st Street in addition to making a connection to the neighborhood on Waverly Avenue, east of the proposed development.

Staff received two options from the Public Works Department regarding improvements made to 91st Street between Parallel Parkway and Leavenworth Road.

Option #1, which includes improvements to 91st and Parallel Parkway to the school's south property line, the school's north property line to Georgia Avenue, Georgia Avenue to Leavenworth Road, intersections, storm boxes, possible right-of-way/easement relocations, connection to Waverly Avenue through the school property, design and construction inspection. Total estimated cost: \$10,488,676.00

Option #2, which re-aligns the current offset between 90th Street and 91st Street along Parallel Parkway, improvements to 91st and Parallel Parkway to the school's south property line, the school's north property line to Georgia Avenue, Georgia Avenue to Leavenworth Road, intersections, signal improvements at 91st and Leavenworth Road, connection to Waverly Avenue through the school property, design and construction inspection. Total estimated cost: \$24,798,845.50.

The development of the school will cause a road improvement project that is likely to happen in the near future, within the next couple of years that otherwise would not happen or would not be listed as a priority in the next 20 years. These two options with their estimated costs are not in our five (5) year CMIP plan.

NOTE: The Planning Commission did not make any recommendation regarding the street improvements.

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-2018-18** subject to all comments and suggestions outlined in this staff report.

ATTACHMENTS

June 11, 2018 City Planning Commission Minutes
August 13, 2018 City Planning Commission Minutes
Neighborhood Meeting Minutes
Applicant Response Letter
Preliminary Plat
Site Plan
Grading Plan
Utility Plan
Landscape Plan
Building Elevations
Public Works Cost Evaluation for 91st Street Improvements
Public Works Traffic Comments

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	Board of Commissioners
Public Hearing		
Preliminary Plan	June 11, 2018	June 28, 2018
Approval		Referred Back
August 13, 2018		August 30, 2018
Approval		

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

MOTIONS

I move the Unified Government Board of Commissioners **APPROVE** Petition #**PR-2018-18** 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:

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

OR

I move the Unified Government Board of Commissioners **DENY** Petition #**PR-2018-18** as it is not in compliance with the City Ordinances and as it will not promote the public health, safety and welfare of the City of Kansas City, Kansas; and other such reasons that have been mentioned.

June 11, 2018 City Planning Commission Minutes:

Hearing Starts at 2:42:

91ST STREET ELEMENTARY SCHOOL – SYNOPSIS: Preliminary Plat for one (1) lot for an elementary school at 8833 Waverly Avenue.

PLAN REVIEW APPLICATION #PR-2018-18 – SYNOPSIS: Preliminary Plan Review for an elementary school at 8833 Waverly Avenue

Detailed Outline of Requested Action: Brian Hill, P.E. of MKEC Engineering, Inc. on behalf of Kansas City Kansas Public Schools wants to build a new 72,004 square foot elementary school on 17.44 acres at 8833 Waverly Avenue.

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

1. The City's currently adopted zoning and subdivision regulations;

2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated June 11, 2018;
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; and
6. The Notices to property owners dated May 17, 2018.

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

Present in Support:

- ❖ Brian Hill, applicant, MKEC Engineering, Inc., 11827 West 112th Street, Suite 200, Overland Park, KS 66210
- ❖ Doug Clements, Director of Physical Properties, 2010 North 59th Street, Kansas City, Kansas
- ❖ Brittney Weiser, HTK Architects, 9300 West 110th Street, Suite 150, Overland Park, Kansas 66210

Present in Opposition:

- ❖ Kathy Anderson, 2222 North 91st Street, Kansas City, Kansas 66109
- ❖ Paula Ivy

Staff Recommendation starts at 2:58:02: Planner Toy stated that the staff recommends approval subject to the stipulations in the staff report for both applications.

Motion and Vote starts at 2:58:30:

On motion by Ms. Jones, seconded by Ms. Pauley, the Planning Commission voted as follows to **APPROVE this plat:**

Carson	Aye
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Huey	Chairman
Childress	Not Present
Mose	Not Present
Serda	Not Present
Motion to APPROVE Passed: 7 to 0	
Subject to:	

Urban Planning and Land Use Comments:

1. The landscape plan does not include a legend indicating quantity or species.

Applicant Response: Legend including quantities and species will be included with final development plan submittal once final landscaping has been determined. For additional landscaping added to southern property line, a revised Landscape Plan is included in this resubmittal.

2. One tree is required per 7,000 square feet of site area. Therefore 92 trees are required to be planted. This does not include street trees or parking lot islands. How many trees are included in the existing screening to the northwest and northwest of the proposed building?

Applicant Response: Over 92 trees currently exist and will be preserved to meet this requirement.

3. All rooftop mechanical equipment shall be screened from public view by the parapet. The public view extends to the boundary of the property line and public right-of-way.

Applicant Response: Rooftop mechanical equipment shall be located so it is typically not visible from the public right-of-way as confirmed by Rob Richardson previously. Rooftop equipment that is visible from the public right-of-way shall be screened by parapets or similar building elements. The owner may, at their discretion, elect to provide equipment-mounted screens on RTU's which are otherwise not visible from the public right-of-way. Adjacent private property is not considered public right-of-way.

4. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.

Applicant Response: Comment acknowledged; all items will be screened with landscaping.

5. All downspouts will be internalized.

Applicant Response: Typically, downspouts will be internalized. There will be a few cases where proper building design renders this approach infeasible. In such cases, downspouts will be minimized visually and/or design by other building elements.

6. The parking lot islands shall not be hatched, instead they shall be curbed and landscaped.

Applicant Response: The site plan proposes a 28' landscaped median located in the center of the parking lot. The large median will exceed parking lot landscape requirements and is a more conducive location for landscaped than curbed islands. Also, snow removal will be plowed over the west curb line of the parking lot. The striped islands better allow for snow removal. We propose the site plan remain unchanged and is a better

option aesthetically than adding additional smaller medians.

Staff Response: *Mark Twain Elementary, Hazel Grove Elementary, and Frank Rushton Elementary Schools have curbed and landscaped parking lot islands that bookend their parking lots and Lowell W. Brune Elementary School shall be treated no differently.*

7. **All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cutoff fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors.**

Applicant Response: *Comment acknowledged.*

8. **The trash enclosure doors shall not be oriented towards the street. At the entrance into the site from the roundabout, the enclosure doors are in full view.**

Applicant Response: The trash enclosure is currently outside of all the fenced play areas and is located in close proximity to the kitchen. Relocating the trash enclosure east would result in a potential truck conflict with students at play areas. The proposed site plan currently provides a landscape buffer along the perimeter of the enclosure, and the drive approach to the enclosure. The trash enclosure will be approximately 20' higher in elevation relative to the right-of-way at North 91st Street. In addition, the enclosure and doors will be made of materials consistent with the building. Due to the overall functionality of the site, and limited views from the street, we propose the enclosure location and orientation to remain unchanged.

Staff Response: The landscape buffer has been extended from the trash enclosure to shield the enclosure doors from North 91st Street.

9. **A sidewalk shall be extended from Parallel Parkway to Georgia Avenue on 91st Street. This school is combining two schools in the area, White Church at 85th and Greeley Avenue and Bethel Elementary School at 77th and Yecker Avenue.**

Applicant Response: The District will be changing the standard bussing policy for Lowell W. Brune Elementary and will be providing bus service for all students attending Brune Elementary. The School District will build a sidewalk on District property across the 91st Street property frontage shown on the preliminary development plans.

Staff Response: There will be students walking to this elementary school along 91st Street as there are residences north towards Georgia Avenue. If this sidewalk extension is not approved with this project, it will be included in the Safe Routes to School Program which the City would likely need to be required to fund.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) Engineering comments are listed as stipulations below.
- B) Items that are conditions of approval (stipulations):
 - 1) Public Works staff is still evaluating the roundabout option. Further discussion with staff will need to occur prior to final plan submittal.
 - 2) With final plan submittal, revise the detention outlet location so the flared end section or rip rap level spreader is not within the utility easement along the property line. With final plans provide all calculations and construction details for the rip rap level spreaders so they are acceptable to the UG.
 - 3) As discussed with staff previously, extend the public sanitary sewer main north in order to serve the homes to the west of 91st Street.
 - 4) Relocate the power pole that is illustrated to be reset nearly on top of the proposed public sanitary sewer.
 - 5) Provide additional sewer easement along the east side of 91st Street because the ROW is only 6' from the proposed sanitary sewer. Per UG requirements, minimum sewer easement shall be 15' centered on the sewer line.
 - 6) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
 - 1) None

On motion by Ms. Jones, seconded by Ms. Pauley, the Planning Commission voted as follows to **recommend APPROVAL of Plan Review Application #PR-2018-18:**

Carson	Aye
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Huey	Chairman
Childress	Not Present
Mose	Not Present
Serda	Not Present

Motion to APPROVE Passed: 7 to 0

Subject to the above stipulations.

August 13, 2018 City Planning Commission Minutes:

Hearing Starts at 47:01:

PLAN REVIEW APPLICATION #PR-2018-18 – BRIAN HILL WITH MKEC

ENGINEERING - SYNOPSIS: Preliminary Plan Review for an elementary school at 8833 Waverly Avenue. **Detailed Outline of Requested Action:** Brian Hill, P.E. of

MKEC Engineering, Inc. on behalf of Kansas City Kansas Public Schools wants to build a new 72,004 square foot elementary school on 17.44 acres at 8833 Waverly Avenue.

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

1. The City's currently adopted zoning and subdivision regulations;
2. The official zoning map for the area in question;
3. The City's currently adopted Master Plan for the area in question;
4. The staff report and attachments dated August 13, 2018;
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; and
6. The Notices to property owners dated May 17, May 21, June 21, and July 2, 2018.

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

Recording Secretary Parker reminded the Commission that it has heard this application before and sent it forward to the Board of Commissioners with a recommendation of approval. The Board of Commissioners returned the application to the Planning Commission for further consideration (concerning road improvements.)

Present in Support:

- ❖ Dr. Kelli Mather 1730 North 92nd Terrace, Kansas City, Kansas 66112
- ❖ Brian Hill, MKEC Engineering, applicant, 11827 West 112th Street, Suite 200, Overland Park, Kansas 66210
- ❖ There were two persons present in support that did not speak

During the presentation by the applicant the question regarding the responsibility of infrastructure improvements was discussed between the applicant, Planning Commission, Planner Flanders and Public Works Director Jeff Fisher and also how this information was relayed to the applicant. Public Works developed two options for the infrastructure improvements (listed in the staff report.) These improvements are not budgeted in the Unified Government budget and will be necessary 3 to 5 years after the school opens.

Present in Opposition/Questions:

- ❖ Paula Ivy, 2222 North 91st Street, Kansas City, Kansas

Several Planning Commission members directed questions to Planning and Public Works staffs regarding how both parties got to this point without the road improvements being resolved, especially after so much money had already been spent by the school district.

Deputy Chief Counsel Waters stated that according to Statute the application has to go back to the next regularly scheduled Board of Commissioners' meeting as they remanded it back to the Planning Commission. He further stated that he does not know that the Planning Commission has to make a decision regarding the overall road

improvements. The Commission has the preliminary plan for review and the additional stipulation regarding Waverly. The Commission can consider those factors. Ultimately the Governing Body will make the decision concerning the road improvements. However, the Planning Commission does need to make a recommendation this evening on this application.

Staff Recommendation starts at 1:37: Planner Flanders stated that the staff recommends approval of this plan review with the stipulations outlined in the staff report and the additional stipulation that the school district work with staff to find a solution to get a sidewalk to Waverly. He further stated that the staff is not making any stipulations on the road improvements (Option 1 or Option 2.) That was for information only as provided by Public Works.

Motion and Vote starts at 1:42:

On motion by Mr. Carson, seconded by Mr. Ernst, the Planning Commission voted as follows to **uphold its previous recommendation and RECOMMENDS APPROVAL of Plan Review Application #PR-2018-18 subject to the previously approved stipulations (listed below) and one additional stipulation that the school district work with staff to attempt to find a solution for a sidewalk to be constructed that will connect to Waverly:**

Carson	Aye
Childress	Not Present
Connelly	Aye
Ernst	Aye
Jones	Aye
Miller	Aye
Pauley	Aye
Reasons	Aye
Serda	Aye
Huey	Chairman

Motion to RECOMMEND APPROVAL Passed: 8 to 0

Subject to:

Urban Planning and Land Use Comments:

1. The landscape plan does not include a legend indicating quantity or species.

Applicant Response: Legend including quantities and species will be included with final development plan submittal once final landscaping has been determined. For additional landscaping added to southern property line, a revised Landscape Plan is included in this resubmittal.

2. One tree is required per 7,000 square feet of site area. Therefore 92 trees are required to be planted. This does not include street trees or parking lot islands. How many trees are included in the existing screening to the northwest and northwest of the proposed building?

Applicant Response: Over 92 trees currently exist and will be preserved to meet this requirement.

3. All rooftop mechanical equipment shall be screened from public view by the parapet. The public view extends to the boundary of the property line and public right-of-way.

Applicant Response: Rooftop mechanical equipment shall be located so it is typically not visible from the public right-of-way as confirmed by Rob Richardson previously. Rooftop equipment that is visible from the public right-of-way shall be screened by parapets or similar building elements. The owner may, at their discretion, elect to provide equipment-mounted screens on RTU's which are otherwise not visible from the public right-of-way. Adjacent private property is not considered public right-of-way.

4. All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.

Applicant Response: Comment acknowledged; all items will be screened with landscaping.

5. All downspouts will be internalized.

Applicant Response: Typically, downspouts will be internalized. There will be a few cases where proper building design renders this approach infeasible. In such cases, downspouts will be minimized visually and/or design by other building elements.

6. The parking lot islands shall not be hatched, instead they shall be curbed and landscaped.

Applicant Response: The site plan proposes a 28' landscaped median located in the center of the parking lot. The large median will exceed parking lot landscape requirements and is a more conducive location for landscaped than curbed islands. Also, snow removal will be plowed over the west curb line of the parking lot. The striped islands better allow for snow removal. We propose the site plan remain unchanged and is a better option aesthetically than adding additional smaller medians.

Staff Response: Mark Twain Elementary, Hazel Grove Elementary, and Frank Rushton Elementary Schools have curbed and landscaped parking lot islands that bookend their parking lots and Lowell W. Brune Elementary School shall be treated no differently.

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8. The trash enclosure doors shall not be oriented towards the street. At the entrance into the site from the roundabout, the enclosure doors are in full view.

Applicant Response: The trash enclosure is currently outside of all the fenced play areas and is located in close proximity to the kitchen. Relocating the trash enclosure east would result in a potential truck conflict with students at play areas. The proposed site plan currently provides a landscape buffer along the perimeter of the enclosure, and the drive approach to the enclosure. The trash enclosure will be approximately 20' higher in elevation relative to the right-of-way at North 91st Street. In addition, the enclosure and doors will be made of materials consistent with the building. Due to the overall functionality of the site, and limited views from the street, we propose the enclosure location and orientation to remain unchanged.

Staff Response: The landscape buffer has been extended from the trash enclosure to shield the enclosure doors from North 91st Street.

9. A sidewalk shall be extended from Parallel Parkway to Georgia Avenue on 91st Street. This school is combining two schools in the area, White Church at 85th and Greeley Avenue and Bethel Elementary School at 77th and Yecker Avenue.

Applicant Response: The District will be changing the standard bussing policy for Lowell W. Brune Elementary and will be providing bus service for all students attending Brune Elementary. The School District will build a sidewalk on District property across the 91st Street property frontage shown on the preliminary development plans.

Staff Response: There will be students walking to this elementary school along 91st Street as there are residences north towards Georgia Avenue. If this sidewalk extension is not approved with this project, it will be included in the Safe Routes to School Program which the City would likely need to be required to fund.

Public Works Comments:

- A) Items that require plan revision or additional documentation before engineering can recommend approval:
 - 1) Engineering comments are listed as stipulations below.
- B) Items that are conditions of approval (stipulations):
 - 1) Public Works staff is still evaluating the roundabout option. Further discussion with staff will need to occur prior to final plan submittal.
 - 2) With final plan submittal, revise the detention outlet location so the flared end section or rip rap level spreader is not within the utility easement along

- the property line. With final plans provide all calculations and construction details for the rip rap level spreaders so they are acceptable to the UG.
- 3) As discussed with staff previously, extend the public sanitary sewer main north in order to serve the homes to the west of 91st Street.
 - 4) Relocate the power pole that is illustrated to be reset nearly on top of the proposed public sanitary sewer.
 - 5) Provide additional sewer easement along the east side of 91st Street because the ROW is only 6' from the proposed sanitary sewer. Per UG requirements, minimum sewer easement shall be 15' centered on the sewer line.
 - 6) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
- C) Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:
- 1) None



Lowell W. Brune Elementary School
Neighborhood Meeting Sign-In Sheet

EVENT:	Neighborhood Meeting
LOCATION:	White Church Elementary School Gymnasium
PROJECT:	Construction of New Lowell W. Brune Elementary School
DATE:	05-24-2018

Please include your name and address. Phone and email are optional.

NAME (Please Print)	ADDRESS	CONTACT (Email or Phone)
Meghen + Donnie Jones	3139 N. 84th Place	meghen@gmail.com
Honda + Kristi Tamaz	2306 N 88th St	hondatamaz@gmail.com
Randy + Linda George	9019 Haskell Ave.	RAgeorg@yahoo.com
Don + Susan Brown	8831 Waverly	
DERRAL + THERESA HENRY	8828 Waverly	
Michael Sechler		michael.sechler@kckps
Biale Hu	8320 Haskell Ave	
Ryan + Cheyanne Harris		ryan.harris@gmail.com
Shannon McCombs	8910 Parallel	Shannon @ AGirlsNightOut Limo.com
K. Reddick	2015 N 95 St	



Lowell W. Brune Elementary School Neighborhood Meeting Sign-In Sheet

EVENT:	Neighborhood Meeting
LOCATION:	White Church Elementary School Gymnasium
PROJECT:	Construction of New Lowell W. Brune Elementary School
DATE:	05-24-2018

Please include your name and address. Phone and email are optional.

NAME (Please Print)	ADDRESS	CONTACT (Email or Phone)
Brian Hill	11821 W. 112th St. Overland Park, KS	bhill@mkec.com
GREG NELSON	"	gnelson@mkec.com
Lynda Clark	9019 Hastell	
Janice McConnell	7650 Yecker Bethel Elem. Principal	janice.mcconnell@kckps.org
Jason Myler	8106 Spring Ave 66109	jmyler@ydrw.com
Mark Stubbolo	USD 500	mark.stubbolo@kckps.org
Patricia Buck	PO BOX 12563 KCK	folsombuck@hughes.net
Herta Folsom	PO BOX 12868 KCK	#SacredHeart@aol.com



**Lowell W. Brune Elementary School
Neighborhood Meeting Sign-In Sheet**

EVENT:	Neighborhood Meeting
LOCATION:	White Church Elementary School Gymnasium
PROJECT:	Construction of New Lowell W. Brune Elementary School
DATE:	05-24-2018

Please include your name and address. Phone and email are optional.

NAME (Please Print)	ADDRESS	CONTACT (Email or Phone)
Isaac Wright Jackie WRIGHT	9027 Haskell KC, KS 66109	913-526-9598
Garbow Knappe	9500 W. 110th St. Suite 150 OP KS 66210	715-863-9373
Britney Weiser	9300 W. 110th street Ste 150 Overland Park, KS 66210	913-663-5373

AFFIDAVIT – NEIGHBORHOOD MEETING

STATE OF KANSAS)
) SS:
COUNTY OF WYANDOTTE)

Comes now KELLI E. MATHER, of lawful age, sound mind and open his/her oath states as follows:

1. That I am the petitioner for Petition # PR-2018-18
2. That I conducted a neighborhood meeting on _____.
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.

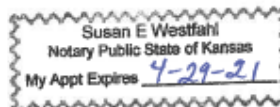


Affiant

SUBSCRIBED IN MY PRESENCE AND SWORN to before me this 24 day of May, 2018
My commission expires 29 of April, 2018



Notary Public





Lowell W. Brune Elementary School
Neighborhood Meeting Minutes

EVENT:	Neighborhood Meeting
LOCATION:	White Church Elementary School Gymnasium
PROJECT:	Construction of New Lowell W. Brune Elementary School
DATE:	05-24-2018

Meeting Attendees: See Attached Sign in List

Meeting Summary:

A Public neighborhood meeting was held on May 24th, 2018 in the White Church Elementary School Gymnasium. The meeting began at 6:30pm and concluded at 7:30 pm. The meeting was led by representatives of USD 500 including Dr. Kelli Mather, COO, Doug Clements, Director of Physical Properties, and Mark Stubbolo, Assistant Director of Physical Properties. Conducting the presentation was Gordon Kimble, HTK Architects and Brian Hill, MKEC Engineering, Inc.

Meeting Minutes:

Mark Stubbolo introduced the presenters, and thanked the attendees for their interest in the project. Gordon Kimble began the slide presentation by explaining the combining of White Church and Bethel Elementary Schools into a single new school, briefly describing the factors considered and decisions made in selecting the site on 91st Street, just north of Parallel Parkway. He also discussed the site analysis process and how the layout for building location, parking, and play areas were determined. Gordon then turned the presentation over to Brian Hill, who explained the traffic configuration for the site, with separate car and bus loop circulation and loading zone locations. Brian also talked about the factors of the current roadway in front of the site, which ultimately led to the selection of a roundabout at the entrance to the school, in order to provide a safe intersection with adequate sight distance, while still maintaining road access and viability to the existing homes on the west side of 91st Street. Brian then turned the presentation back to Gordon, who discussed the student safety aspects of the site layout and measures taken to define public and secure areas on the campus, as well as in the building. Gordon showed the proposed building plan, pointing out the public space and classroom space, which can be closed to the public space as needed for after school activities in the public areas. He concluded by showing renderings of the exterior of the building, pointing out various features, cladding materials, and articulation to add visual interest.

Following the presentation, the meeting was opened up to questions from those attending.

- Question: Derral Henry – Per your exhibit, there appears to be a soft spot in the security with the kitchen entry falling outside of the perimeter fence? Answer: Gordon Kimble – HTK will look into security at this location. We are concerned about keeping entry points for delivery personnel secure.
- Question: Derral Henry – How will students enter the property – by bus, car, walking? Answer: Doug Clements – Because of the location, all students will have the opportunity to be bussed, or they may be dropped off by car. There will be no sidewalk through the woods for safety and security purposes.



Lowell W. Brune Elementary School Neighborhood Meeting Minutes

- Question: Dwayne Wright – Are sidewalks being provided in front of the school. Will they go to Haskell Avenue? Answer: Gordon Kimble – The street improvements will include construction of sidewalk across the school frontage.
- Question: Dwayne Wright – How much of the woods is being preserved? Answer: Gordon Kimble – We are trying to keep as much as possible; there will be a buffer of trees on the north and east sides of the property. Most of the trees to the south and west of the building will be eliminated due to grading and to provide visibility. There will be shade trees planted across the frontage as part of the improvements, as well as along the south property line west of the building.
- Question: Don Brown – What type of fence is proposed and how tall will it be? Gordon Kimble – We normally use a black vinyl coated chain link fence that is either four or six feet tall depending on the location.
- Question: Don Brown – Where are the detention ponds located? What is the maximum runoff rate? Answer: Brian Hill – There will be four basins on site located in three areas. They will outflow into their natural drainage patterns to the southwest, northwest, and northeast. The requirement that we are meeting is to match or reduce the existing runoff rate of the undeveloped site. There will also be measures to provide stormwater quality treatment.
- Question: Don Brown – Will there be fencing around the detention ponds? Concern comes from the adjacent Assisted Living Facility detention pond that holds water for up to three days. Answer: Brian Hill – The detention facilities will be located outside of the fenced play areas. They are designed to be dry detention facilities and will not hold water for an extended period of time.
- Question: Randy George – Have we given consideration to the natural drainage to the north side of the property? He would like to see the natural drainage pattern remain. Also, will the treeline be left the way it currently is or will it be maintained? He would like to see the understory brush cleared. Answer: Brian Hill – We are aware of the natural drainage pattern and are taking measures to maintain the current pattern and flow rate of the drainage. We plan to keep the treeline along the north side. The district will look at tree preservation and maintenance of the forested areas.
- Question: Meghan Jones – Are we looking at Fall 2020 for the school to be open? Answer: Doug Clements – Yes.
- Question: Dwayne Wright – When will construction begin? Answer: Doug Clements – In the first part of 2019.
- Question: Jackie Wright – Why is the fenceline so far back, and will the sidewalks in front the schools be available for the the public to walk on? Answer: Gordon Kimble, Brian Hill, and Doug Clements – Intent is for the front area to be used by the public. Other schools have amenities such as community gardens, etc., and this may have similar elements.
- Question: Theresa Henry – Where did the name come from? Answer: Dr. Kelli Mather – Lowell Brune was a lifelong member of the community and was very much involved with both White Church Elementary and Bethel Elementary schools as a volunteer and education advocate.
- Question: Donnie Jones – Can any of the materials in the presentation and boards be left behind or available on-line? Answer: Doug Clements – We will put info on the District website under the Bond Referendum section. The boards will be left behind with White Church Elementary.
- This concludes the meeting minutes.

Page 2 of 2



May 29, 2018

Byron Toy
Unified Government
Planning/Engineering Division
Urban Planning and Land Use Dept.
701 North 7th Street, Room 423
Kansas City, Kansas 66101

Reference: Lowell W. Brune Elementary School (formally 91st Street Elementary) - PR-2018-18
8833 Waverly Avenue
Preliminary Development Plan Comment Responses

Dear Mr. Toy:

This letter is in response to Unified Government Staff Draft Report comments provided on May 22, 2018. The following are our responses:

Urban Planning and Land Use:

- 1) The landscape plan does not include a legend indicating quantity or species.
Response: Legend including quantities and species will be included with final development plan submittal once final landscaping has been determined. For additional landscaping added to southern property line, a revised Landscape Plan is included in this resubmittal.
- 2) One tree is required per 7,000 square feet of site area. Therefore 92 trees are required to be planted. This does not include street trees or parking lot islands. How many trees are included in the existing screening to the northwest and northwest of the proposed building?
Response: Over 92 trees currently exist, and will be preserved to meet this requirement.
- 3) All rooftop mechanical equipment shall be screened from public view by the parapet. The public view extends to the boundary of the property line and public right-of-way.
Response: Rooftop mechanical equipment shall be located so it is typically not visible from the public right-of-way as confirmed by Rob Richardson previously. Rooftop equipment that is visible from the public right-of-way shall be screened by parapets or similar building elements. The Owner may, at their discretion, elect to provide equipment-mounted screens on RTU's which are otherwise not visible from the public right-of-way. Adjacent private property is not considered public right-of-way.
- 4) All utility connections must be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building.
Response: Comment acknowledged; all items will be screened with landscaping.
- 5) All downspouts will be internalized.
Response: Typically downspouts will be internalized. There will be a few cases where proper building design renders this approach infeasible. In such cases, downspouts will be minimized visually and/or disguised by other building elements.
- 6) The parking lot islands shall not be hatched, instead they shall be curbed and landscaped.

11827 W. 112th St., Ste. 200 • Overland Park, KS 66210 • T 913.317.9390 • F 913.317.9385 • MKEC.COM

Response: The site plan proposes a 28' landscaped median located in the center of the parking lot. The large median will exceed parking lot landscape requirements, and is more conducive location for landscaping than curbed islands. Also, snow removal will be plowed over the west curb line of the parking lot. The striped islands better allow for snow removal. We propose the site plan to remain unchanged and is a better option aesthetically than adding additional smaller medians.

- 7) All lighting, whether mounted on the wall or installed in the parking lot shall have 90-degree cutoff fixtures. Light fixtures mounted on the wall shall be decorative, including those above egress doors.

Response: Comment acknowledged.

- 8) The trash enclosure doors shall be oriented towards the street. At the entrance into the site from the roundabout, the enclosure doors are in full view.

Response: The trash enclosure is currently outside of all fenced play areas and is located in close proximity to the kitchen. Relocating the trash enclosure east would result in a potential truck conflict with students at play areas. The proposed site plan currently provides a landscape buffer along the perimeter of the enclosure, and the drive approach to the enclosure. The trash enclosure will be approx. 20' higher in elevation relative to the R/W at N. 91st Street. In addition, the enclosure and doors will be made of materials consistent with the building. Due to the overall functionality of the site, and limited views from the street, we propose the enclosure location and orientation to remain unchanged.

- 9) A sidewalk shall be extended from Parallel Parkway to Georgia Avenue on 91st Street. This school is combining two schools in the area, White Church at 85th and Greely Avenue and Bethel Elementary School at 77th and Yecker.

Response: The District will be changing standard bussing policy for Lowell W. Brune Elementary and will be providing bus service for all students attending Brune Elementary. The School District will build sidewalk on District property across the 91st Street property frontage as shown on the preliminary development plans.

Public Works:

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

- 1) Detailed engineering comments are made by separate technical review of the plans and submitted directly to the applicant. Provide revised plans and responses in accordance with the engineering comments.

Response: Preliminary Development Plans have been revised in response to UG engineering comments, and were resubmitted to the UG on May 22, 2018. A separate engineering comment response letter was included with the resubmittal on May 22, 2018.

- 2) Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

Response: Comment acknowledged.

- 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

All of the comments have been addressed. A revised set of plans have been electronically submitted along with this response letter, and supporting documents.

Lowell W. Brune Elementary School (PR-2018-18)
Preliminary Development Plans

May 29, 2018
Page 3

Please let me know if you have any questions.

Sincerely,

MKEC ENGINEERING, INC.



Greg Nelson, P.E.

CC: Gordon Kimble – HTK Architects
Mark Stubbolo – USD 500





NOTES:
1. THESE PLANS FOR REFERENCE ONLY.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KANSAS CITY PLUMBING AND MECHANICAL CODES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KANSAS CITY ELECTRICAL CODE.



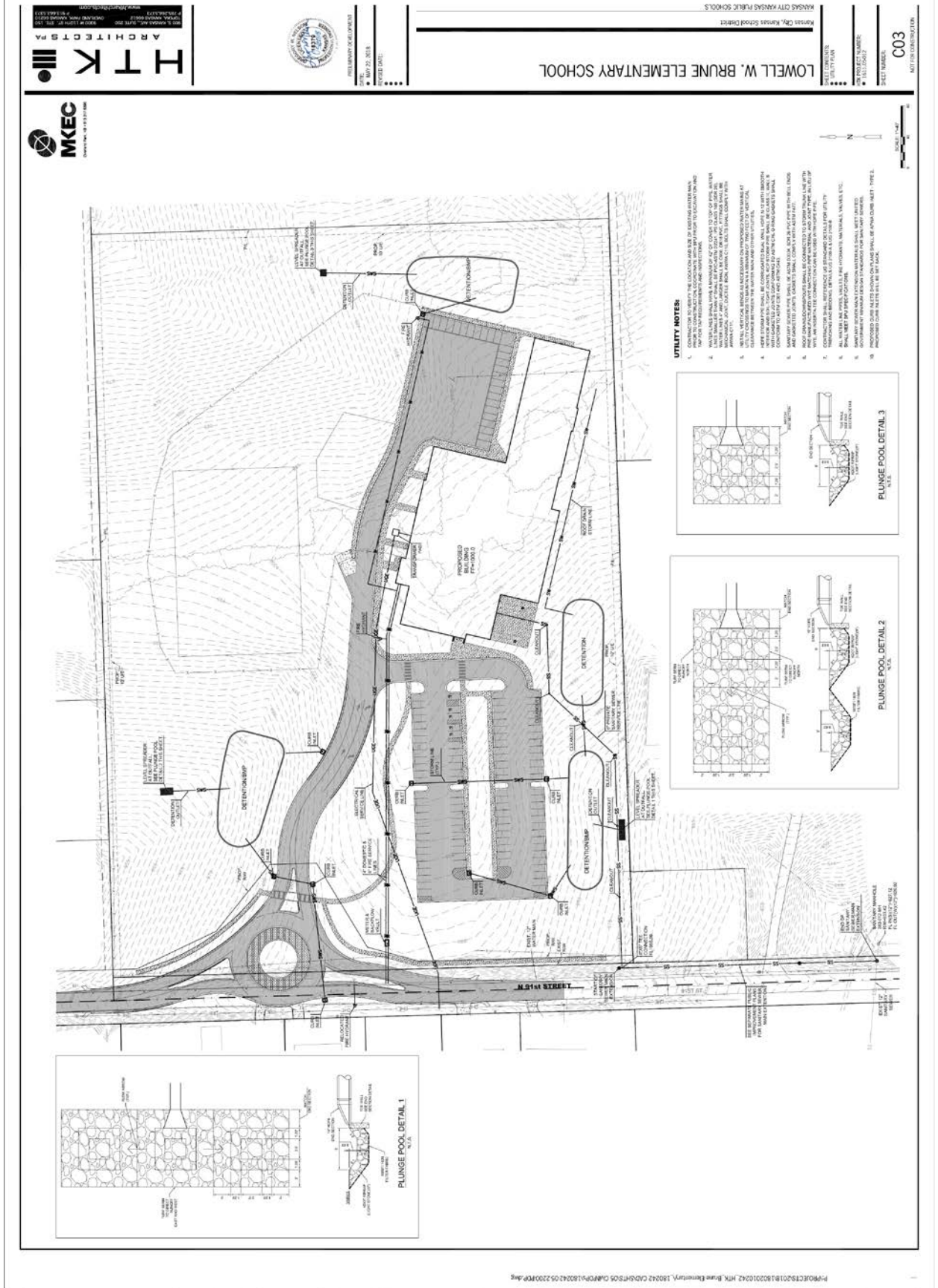
STATEMENT OF WORK
DATE: MAY 22, 2018
REVISED DATE:

LOWELL W. BRUNE ELEMENTARY SCHOOL
KANSAS CITY, KANSAS PUBLIC SCHOOLS
KANSAS CITY, KANSAS
PROJECT NUMBER: 180342
SHEET NUMBER: C07

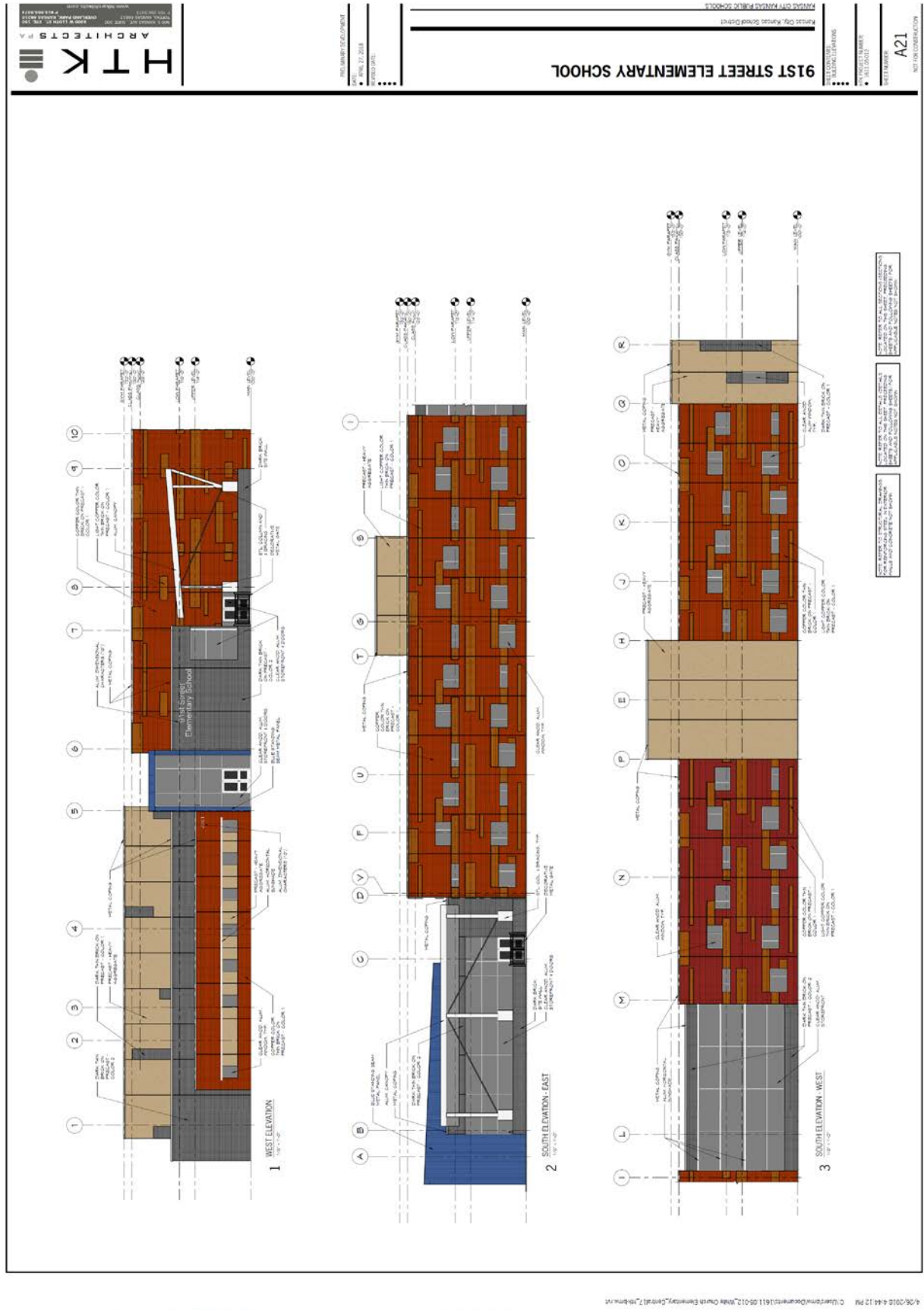
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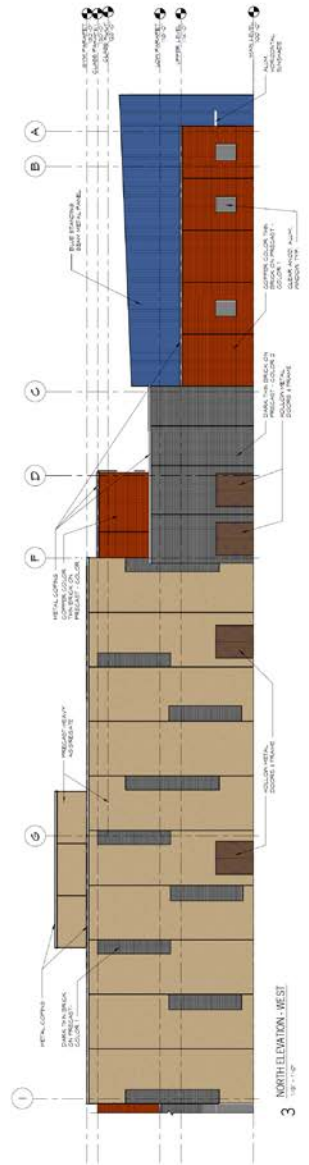
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91st Street Estimate (Option #1)

Assumptions/Comments:

91st Street: two lane section, 32' back to back, curb and gutter, similar to Donahoo Road from 115th to 123rd.

The linear foot cost includes everything it takes to build the road (grading, concrete, subgrade stabilization, curb, storm sewers, erosion control, etc...)

Proposed road is along the same profile as the existing road (this may not meet current design standards at some locations)

Minimal walls will be necessary

Minimal improvements to 91st and Georgia Avenue even though they are needed

No improvements to 91st/90th and Parallel Parkway even though they are needed

Estimates made for major boxes due to existing creeks and drainage patterns.

Does not include any utility relocation that may be necessary.

"Possible ROW/Easements" are a very rough estimate and may change due to necessary grading limits.

Without having detailed information on the corridor estimates are ballpark and are subject to change.

Estimate is in 2018 Dollars

Estimated Cost				
	Quantity	Units	Unit Price	Total
91st, Parallel to School Intersection	990	LF	\$ 850.00	\$ 841,500.00
Possible ROW /Easements/Relocations	1	L.S	\$ 400,000.00	\$ 400,000.00
91st St, School Intersection to Georgia Ave.	1550	LF	\$ 850.00	\$ 1,317,500.00
Major Storm Box	1	Ea.	\$ 250,000.00	\$ 250,000.00
Possible ROW/Easements/Relocations	1	L.S	\$ 500,000.00	\$ 500,000.00
91st St., Georgia Ave. to Leavenworth Rd.	2640	LF	\$ 850.00	\$ 2,244,000.00
Major Storm Box	1	Ea.	\$ 250,000.00	\$ 250,000.00
Possible ROW/Easements	1	L.S.	\$ 150,000.00	\$ 150,000.00
Waverly Ave, End thru School Property	1300	LF	\$ 850.00	\$ 1,105,000.00
School Intersection with 91st St.	1	LS	\$ 300,000.00	\$ 300,000.00
Georgia Intersection (minimal geometric)	1	LS	\$ 150,000.00	\$ 150,000.00
			Construction Subtotal:	\$ 7,508,000.00
Design (12% of Construction)	1	LS	\$ 900,960.00	\$ 900,960.00
Construction Inspection (15% of Construction)	1	LS	\$ 1,126,200.00	\$ 1,126,200.00
			Contingency (10%):	\$ 953,516.00
			Total Estimated Cost:	\$ 10,488,676.00

91st Street Estimate (Option #2)

Assumptions/Comments:

91st Street: two lane section, 32' back to back, curb and gutter, similar to Donahoo Road from 115th to 123rd.
The linear foot cost includes everything it takes to build the road (grading, concrete, subgrade stabilization, curb, storm sewers, erosion control, etc...)

Proposed road would alter profile to meet current design standards

Full property takings are not taken into consideration (would either need to take houses or build large retaining walls)

Major improvements to 91st and Georgia Avenue

Signal upgrades at 91st and Leavenworth Road

Improvements to 91st/90th and Parallel Parkway

Estimates made for major boxes due to existing creeks and drainage patterns.

Does not include any utility relocation that may be necessary.

"Possible ROW/Easements" are a very rough estimate and may change due to necessary grading limits.

Without having detailed information on the corridor estimates are ballpark and are subject to change

Estimate is in 2018 Dollars

Estimated Cost				
	Quantity	Units	Unit Price	Total
91st, Parallel to School Intersection	1100	LF	\$ 850.00	\$ 935,000.00
Possible ROW/ Easements/Relocations	1	L.S	\$ 400,000.00	\$ 400,000.00
91st and 90th Re-alignment	1	L.S	\$ 5,000,000.00	\$ 5,000,000.00
91st St, School Intersection to Georgia Ave.	1550	LF	\$ 850.00	\$ 1,317,500.00
Major Storm Box	1	Ea.	\$ 250,000.00	\$ 250,000.00
Possible ROW/Easements/Relocations	1	L.S	\$ 500,000.00	\$ 500,000.00
91st St., Georgia Ave. to Leavenworth Rd.	2640	LF	\$ 850.00	\$ 2,244,000.00
Major Storm Box	1	Ea.	\$ 250,000.00	\$ 250,000.00
Possible ROW/Easements	1	L.S.	\$ 150,000.00	\$ 150,000.00
Signal Improvements at 91st and Leavenworth	1	Ea.	\$ 300,000.00	\$ 300,000.00
Waverly Ave, End thru School Property	1300	LF	\$ 850.00	\$ 1,105,000.00
School Intersection with 91st St.	1	LS	\$ 300,000.00	\$ 300,000.00
Georgia Intersection (extensive geometric)	1	LS	\$ 5,000,000.00	\$ 5,000,000.00
			Construction Subtotal:	\$ 17,751,500.00
Design (12% of Construction)	1	LS	\$ 2,130,180.00	\$ 2,130,180.00
Construction Inspection (15% of Construction)	1	LS	\$ 2,662,725.00	\$ 2,662,725.00
			Contingency (10%):	\$ 2,254,440.50
			Total Estimated Cost:	\$ 24,798,845.50



Public Works Department Engineering Division

ONE McDOWELL PLAZA 701 NORTH 7TH STREET, 66101

(913) 573-5700
FAX (913) 573-5727

MEMORANDUM

TO: Martin Ntonjira
Project Engineer

FROM: Troy Shaw
County Engineer

DATE: August 1, 2018

SUBJECT: 91st Street Elementary School
PW Traffic Engineering Review

Existing Infrastructure Comments:

1. 91st Street from Parallel Parkway to Leavenworth Road is an unimproved road section approximately 20'-22' in width on positioned on hilly terrain. The current Pavement Condition Index (PCI) is a 49 which is classified as in marginal condition. To accommodate the increased vehicular traffic, including large vehicles such as busses and delivery trucks, 91st Street will need to be upgraded to current standards from Parallel Parkway to Georgia Avenue.
2. The intersection of 91st Street and Georgia Avenue currently sets on top of a hill with extremely steep slopes going East and West on Georgia Avenue. Due to the increased traffic the addition of a school will bring to this location, improvements will need to be made to this intersection. At a minimum, measures will need to be taken to improve sight distance at the corners.

Traffic Study Comments:

1. Typically, peak hour factors (PHFs) at intersections/periods associated with school traffic tend to be much lower than intersections that aren't. Please verify and provide documentation to show that the study intersections for existing plus school and future year scenarios have PHFs that are similar to the intersections and movements where the school counts were collected and not the same as the existing conditions near the proposed school site.
2. Please provide an estimate of parent pickup line queues expected for the afternoon period when students are being picked up after school using arrival and departure rates based on actual data or reasonable estimates. Please also provide a discussion of how the queuing analysis relates to actual queues observed at the existing schools identified in the study. It is important to design the site such that the pick-up line queue will be contained and not extend back into the public street intersection.

3. The study states that an eastbound left-turn lane and a westbound right-turn lane are warranted on Parallel Parkway at 91st. A high cost/benefit was mentioned as a reason not to install the turn lanes since the projected signal operation is LOS B. Although delays are one factor to consider when deciding when to install turn lanes, another primary factor is safety. The KDOT warrants were derived to indicate at what level of traffic the installation of a turn lane becomes advantageous based on factors such as operations and safety. Turn lanes should be installed if warranted. However, turn lane lengths less than what is presented in the desirable guidelines could be considered on the basis of existing constraints or other factors. The turn lane storage length should not be less than 150' plus taper and it is advisable to provide a length that equals the projected 95th% queue of the turning or through movement, whichever is larger.
4. The study considers a relatively small distribution of traffic to and from the north along 91st Street. Please provide additional discussion on what potential impacts would be expected if the actual traffic distribution is higher to the north and if there are any concerns with safety or operations, particularly at the intersection of Georgia and 91st Street.
5. Would a standard intersection option with stop sign control for the westbound movement that provides adequate sight distance be possible? (see comments 2 and 3 under General Comments and Considerations)

General Comments and Considerations:

1. After review and internal discussion of the roundabout option the UG does not feel this is the appropriate time to install a roundabout on 91st Street. Given the existing grades and the unimproved nature of 91st Street the installation of a roundabout at this time would put the UG in a corner if/when 91st Street was to be improved. We also do not feel that the unideal conditions related to road grades, driveways, and the major shifting of 91st street to squeeze the roundabout into an appropriate location is the right situation to install the first roundabout in Wyandotte County outside of a local residential street.
2. Traffic study/report mentions that intersection sight distance cannot be met for a standard 3-leg intersection with stop sign controlled on the proposed entrance. Question – Can those ISD calculations be provided? Was it assumed that the profile grade remained as existing, or flattened out?
3. The roundabout intersection option appears to be predicated on a roadway profile grade that exceeds local APWA maximum, and also does not provide pedestrian accommodations in the long term. If the intersection does not warrant a traffic signal, was providing flatter grades, larger crest vertical curve K value, and a 1-2'ft profile lowering considered? (Understanding that west driveway tie-ins limit the profile grade modifications)

Comments specific to the roundabout layout and plans

For your information below are comments on the submitted roundabout design. You do not need to address these since the roundabout option has been evaluated and found to be not the right solution for the UG on this road at this time.

1. Please provide the geometry files showing tangencies and radii of the roundabout intersection
2. In order to avoid future changes to the roundabout improvements, pedestrian movements for the full intersection are desired. This would include increasing the length of splitter islands and moving the crosswalks through the splitter islands to 25' beyond the inscribed circle.
3. Also, for better channelization on the downstream side of the crosswalks, recommend extending the splitter island noses.
4. Provide sight distance calculations for the entrances and driveways, horizontal and vertical
5. Current profile grade to north exceeds KC metro APWA for local collector. Recommend lowering the intersection to meet 8% maximum.
6. The two residential driveways adjacent to the roundabout will need to be combined into a single drive.
7. Are the car and bus's shown correctly on the plans as far as forecasted number of vehicles and distance required? Passenger vehicles appear close to backing in to the roundabout intersection. Also, the bus storage appears to overlap what looks to be head in parking in the eastern parking lot. Seems that those spaces would be used during AM/PM bus operations? Please clarify the usage for the bus lot, due to the impact the queue could present to the intersection.
8. Comment from information provided on 5/9/2018: Speed curves appear to have speeds that are over the maximums listed in the NCHRP report – and also appears to show speed differentials that are outside of the recommended differences.
9. Comment from information provided on 5/9/2018: Speed curves should be laid out using a spline curve or following the guidance in the Kansas Roundabout Guide, second edition (2014).

 X Troy Shaw

Reviewer:
Troy Shaw, P.E.
County Engineer

cc: Brent Thompson
Lideana Laboy

(First published _____)

#3163

ORDINANCE NO. _____

AN ORDINANCE rezoning property hereinafter described located at approximately 950 and 952 Kansas Avenue in Kansas City, Kansas, by changing the same from its present zoning of C-3 Commercial District to MP-1 Planned Light Industrial and Industrial Park District.

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

Section 1. It is hereby found and determined that a petition was filed on May 25, 2018, by the owners of property to have the zoning of said property changed from its present zoning of C-3 Commercial District to MP-1 Planned Light Industrial and Industrial Park District.

It is likewise found and determined that the Planning Commission published notice, mailed notices, held public hearing(s), prepared recommendations and followed the procedures provided by law.

Section 2. In compliance with recommendations of the Planning Commission, it is hereby ordained that the zoning of the following described property:

Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 Block 6 Orr's Second Addition, An Addition in Kansas City, Wyandotte County, Kansas. This entire tract is .7030 Acres more or less. 30,623 square feet, located at approximately 950 and 952 Kansas Avenue, Kansas City, Kansas,

be changed from its present zoning of C-3 Commercial District to MP-1 Planned Light Industrial and Industrial Park District as defined by the Zoning Ordinances of Kansas City, Kansas.

Section 3. Pursuant to the Code of City Ordinances, Section 27-468, the Governing Body approves the preliminary development plans, incorporated herein by reference, marked as the certified preliminary development plan, and maintained in the Urban Planning and Land Use Department as submitted to the Governing Body and received by the Unified Clerk.

Section 4. The Urban Planning and Land Use Department of Kansas City, Kansas, is hereby ordered and directed to cause such designation to be made on the official District Map of said City in its custody and to show the property herein described to be now zoned for MP-1 Planned Light Industrial and Industrial Park District. Said District Map, previously incorporated by reference by Section 27-408 of the Code of Ordinances of Kansas City, Kansas, is hereby reincorporated as part of the Zoning Ordinance as amended.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in the Wyandotte Echo.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS _____
DAY OF _____, 2018.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

(Published_____)

#A-2018-3

ORDINANCE NO. _____

AN ORDINANCE vacating a tract of a land being a part of WHIPPLE'S ADDITION TO RIVERVIEW, a subdivision in of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: NOTE: Basis of Bearings is South 02° 53' 42" East along the West line of Lots 38 through 42, WHIPPLE'S ADDITION TO RIVERVIEW as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone (NAD83). Commencing at the Northwest corner of Lot 38, as shown on the recorded plat of WHIPPLE'S ADDITION TO RIVERVIEW and recorded in the Office of the Register of Deeds in said city, county and state; Thence South 02° 53' 42" East 10.00 feet on the West line of said Lot 38 to the South right-of-way line of Central Avenue as established by Ordinance Number 57; Thence South 87° 39' 09" West 1.00 feet on the South right-of-way line of Central Avenue to the Point of Beginning said point being on the West line of the East 1.00 feet of Ordinance Number 14598; Thence South 02° 53' 42" East 76.59 feet being 1.00 West of and parallel with the West line of Lots 38 through 42, WHIPPLE'S ADDITION TO RIVERVIEW to a point 0.20 feet south of an existing retaining wall and 43.41 feet north of the north line of the east-west alley on the south side of said lot 42; Thence South 85° 27' 04" West, parallel with the existing retaining wall, 13.00 feet to the East line of the West 1.00 feet of Ordinance Number 14598, and 42.91 feet north of the north line of the east-west alley on the south side of said lot 43; Thence North 02° 53' 42" West 77.09 feet being 1.00 feet East of and parallel with the East line of said Lot 43 to the South right-of-way line of said Central Avenue; Thence North 87° 39' 09" East 13.00 feet to the Point of Beginning, said tract containing 998.83 square feet or 0.023 acres. Subject to all easements and restrictions of record; located between 609 and 631 Central Avenue, Kansas City, Kansas.

BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the following described alley in Kansas City, Kansas be and the same is hereby vacated:

A tract of a land being a part of WHIPPLE'S ADDITION TO RIVERVIEW, a subdivision in of land in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: NOTE: Basis of Bearings is South 02° 53' 42" East along the West line of Lots 38 through 42, WHIPPLE'S ADDITION TO RIVERVIEW as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone (NAD83). Commencing at the Northwest corner of Lot 38, as shown on the recorded plat of WHIPPLE'S ADDITION TO RIVERVIEW and recorded in the Office of the Register of Deeds in said city, county and state; Thence South 02° 53' 42" East 10.00 feet on the West line of said Lot 38 to the South right-of-way line of Central Avenue as established by Ordinance Number 57; Thence South 87° 39' 09" West 1.00 feet on the South right-of-way line of Central Avenue to the Point of Beginning said point being on the West line of the East 1.00 feet of Ordinance Number 14598; Thence South 02° 53' 42" East 76.59 feet being 1.00 West of and parallel with the West line of Lots 38 through 42, WHIPPLE'S ADDITION TO RIVERVIEW to a point 0.20 feet south of an existing retaining wall and 43.41 feet north of the north line of the east-west alley on the south side of said lot 42; Thence South 85° 27' 04" West, parallel with the existing retaining wall, 13.00 feet to the East line of the West 1.00 feet of Ordinance Number 14598, and 42.91 feet north of the north line of the east-west alley on the south side of said lot 43; Thence North 02° 53' 42" West 77.09 feet being 1.00 feet East of and parallel with the East line of said Lot 43 to the South right-of-way line of said Central Avenue; Thence North 87° 39' 09" East 13.00 feet to the Point of Beginning, said tract containing 998.83 square feet or 0.023 acres. Subject to all easements and restrictions of record; located between 609 and 631 Central Avenue, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2018

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

BY: _____
DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK

ORDINANCE NO. _____

AN ORDINANCE vacating all that part of a 10 feet wide Utility Easement located on Lots 6 and 7, CANAAN LAKE WEST, PHASE 1, a subdivision in the City of Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Commencing at the West common (front) corner of said Lots 6 and 7; thence North 56°09'44" East, along the common line of said Lots 6 and 7, a distance of 10.00 feet, to a point on said common line of said Lots 6 and 7, said point being the POINT OF BEGINNING of an easement vacation; thence South 33°50'16" East, along a line parallel with and 10.00 feet from the West line of said Lot 6, a distance of 5.00 feet; thence North 56°09'44" East, along the South line of said Utility Easement, a distance of 129.72 feet; thence North 30°28'41" West, along a line parallel with and 10 feet from the East (rear) line of said Lot 6, a distance of 5.01 feet to a point on said common line of said Lots 6 and 7, said point being a distance of 10.02 feet from the East common (rear) corner of said Lots 6 and 7; thence continuing North 30°28'41" West, along a line parallel with and 10 feet from the East (rear) line of said Lot 7, a distance of 5.01 feet; thence South 56°09'44" West, along the North line of said Utility Easement, a distance of 130.31 feet; thence South 33°50'16" East, along a line parallel with and 10.00 feet from the West line of said Lot 7, a distance of 5.00 feet to the POINT OF BEGINNING, located at approximately 4807 North 124th Court, Kansas City, Kansas.

BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the following described utility easements in Kansas City, Kansas be and the same is hereby vacated:

All that part of a 10 feet wide Utility Easement located on Lots 6 and 7, CANAAN LAKE WEST, PHASE 1, a subdivision in the City of Kansas City, Wyandotte County, Kansas, being more particularly described as follows:

Commencing at the West common (front) corner of said Lots 6 and 7; thence North 56°09'44" East, along the common line of said Lots 6 and 7, a distance of 10.00 feet, to a point on said common line of said Lots 6 and 7, said point being the POINT OF BEGINNING of an easement vacation; thence South 33°50'16" East, along a line parallel with and 10.00 feet from the West line of said Lot 6, a distance of 5.00 feet; thence North 56°09'44" East, along the South line of said

Utility Easement, a distance of 129.72 feet; thence North 30°28'41" West, along a line parallel with and 10 feet from the East (rear) line of said Lot 6, a distance of 5.01 feet to a point on said common line of said Lots 6 and 7, said point being a distance of 10.02 feet from the East common (rear) corner of said Lots 6 and 7; thence continuing North 30°28'41" West, along a line parallel with and 10 feet from the East (rear) line of said Lot 7, a distance of 5.01 feet; thence South 56°09'44" West, along the North line of said Utility Easement, a distance of 130.31 feet; thence South 33°50'16" East, along a line parallel with and 10.00 feet from the West line of said Lot 7, a distance of 5.00 feet to the POINT OF BEGINNING, located at approximately 4807 North 124th Court, Kansas City, Kansas.

Section 2. The City of Kansas City, Kansas, reserves to itself the right to, at any time after the effective date of this ordinance, reenter or permit a public utility to reenter that portion of said tract of land hereby vacated for the purpose of repairing, installing, constructing or reconstructing any public utilities, such as sewers, conduits, electric light pole lines, etc. that are now or may hereafter be installed in the tract of land hereby vacated.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval, and publication in the WYANDOTTE COUNTY ECHO.

PASSED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF
_____, 2018

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

BY:

DAVID ALVEY
MAYOR/CHIEF EXECUTIVE OFFICER

ATTEST:

UNIFIED GOVERNMENT CLERK



Staff Request for Commission Action

Tracking No. 18389

Full Commission Meeting Date: 8/30/18

Committee:

Date of Standing Committee Action: NA

(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>
08/23/2018	Bridgette Cobbins	x8039	Bridgette	Clerk

Item Description:

The following proposed dates are submitted for the 2019 holiday schedule:

New Year's Day	Tuesday, January 1	Labor Day	Monday, September 2
Martin Luther King, Jr. Day	Monday, January 21	Veterans Day	Monday, November 11
Presidents Day	Monday, February 18	Thanksgiving Day	Thursday, November 28
Spring Holiday	Friday, April 19		Friday, November 29
Memorial Day	Monday, May 27	Christmas	Wednesday, December 25
Independence Day	Thursday, July 4		

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



Staff Request for Commission Action

Tracking No. 18351

Full Commission Meeting Date: 8/30/18

Committee: Economic Development & Finance

Date of Standing Committee Action: 8/20/18

(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>
08/22/2018	Jon Stephens	x5749	Jon	Economic Development

Item Description:

Resolution authorizing the execution of a Management Agreement with the Merc for a downtown grocery store.

Action Requested:

Approve and advance to August 30th full commission.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Downtown Grocery - Resolution authorizing approval of Management Agreement, Summary, Management Agreement, PowerPoint

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR/CEO TO ENTER INTO A
GROCERY STORE MANAGEMENT AGREEMENT WITH THE
COMMUNITY MERCANTILE, INC.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) intends to construct a 12,000 to 14,000 square foot full-service grocery store located at 5th and Minnesota Avenue, in Kansas City, Kansas on land owned by the Unified Government (the “Grocery Store”); and

WHEREAS, the Unified Government desires to select a manager who will manage and operate the Grocery Store upon mutually agreeable terms; and

WHEREAS, the Unified Government and the Community Mercantile, Inc. (“The Merc”) have agreed to terms in which The Merc will manage the Grocery Store, as set forth in the Grocery Store Management Agreement (the “Agreement”) attached hereto as Exhibit A; and

WHEREAS, a public hearing was held on August 30, 2018, with respect to the proposed Agreement; and

WHEREAS, the Unified Government hereby approves the Agreement in substantially the form presented in the attached Exhibit A.

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

Section 1. Authorization. The Unified Government Mayor/CEO is hereby authorized and directed to enter into and execute in the name of the Unified Government of Wyandotte County/ Kansas City, Kansas the above referenced Agreement.

Section 2. Further authority. The Mayor, the County Administrator, and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective upon its adoption by the Unified Government Board of Commissioners.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
THIS 30th DAY OF AUGUST, 2018.**

UNIFIED GOVERNMENT CLERK

8/15/18 EXECUTIVE SUMMARY
GROCERY STORE MANAGEMENT AGREEMENT
(THE MERC CO-OP)

A. GROCERY STORE MANAGEMENT AGREEMENT (the "Management Agreement")

1. **Parties.** The UG and The Community Mercantile, Inc., a Kansas corporation ("Co-Op").

2. **The Project.** The Management Agreement provides for the construction, development and operation of a full-service downtown grocery store serving the downtown Kansas City, Kansas community, along with certain other associated private and public improvements, all as set forth in more detail below.

(a) **Financing.** The construction and development of the Grocery Store is conditioned on the mutual approval of a final, comprehensive Financing Plan, which addresses, among other things (i) the sources and uses for financing the construction of the Grocery Store Improvements, (ii) the amount of the total project costs, (iii) all other financial aspects of the Grocery Store, including but not limited to the timely approval by the UG of a pro forma statement of profits and losses for the Grocery Store prepared by the Co-Op.

(b) **Construction of Grocery Store.** The UG agrees to develop, construct and complete a 12,000 to 14,000 square foot full-service downtown grocery store serving the downtown Kansas City, Kansas community (the "Grocery Store"). The Grocery Store is to be built on a UG owned site generally located at 5th Street and Minnesota Avenue in Kansas City, Kansas (the "Project Site"). Construction of the Grocery Store will be completed in accordance with a Development Plan requiring mutual agreement as to final plans and specifications.

(c) **Grand Opening Fund.** The UG agrees to provide up to \$150,000 in funding to the Co-Op for costs associated with start-up costs for the Grocery Store, including acquisition of initial inventory, marketing and advertising in connection with the grand opening.

(d) **Stabilization Fund.** Upon the grand opening, the UG establishes a stabilization fund reserve account in the amount of \$540,000.00, to be made available for reimbursement to the Co-Op during the first three years of the Term (the "Stabilization Period") only if applicable quarterly sales stabilization benchmarks have not been achieved during the Stabilization Period as set forth in the Management Agreement. In the event that the Co-Op meets or exceeds the quarterly sales stabilization benchmarks for four consecutive quarters, all funds in stabilization fund reserve account will immediately revert to the UG. During the stabilization period, any and all UG Fee (hereinafter defined) received by the UG shall be used if necessary to replenish the stabilization fund reserve account. Any unused funds in the stabilization reserve account remaining at the expiration of the stabilization period will revert to the UG.

(e) **Fees to the UG.** During the Term the Co-Op is obligated to pay, within thirty (30) days after the end of each quarter, a fee to the UG (the "UG Fee"), in the amount, if any, equal to three and one half percent (3.5%) of gross revenues for the preceding quarter exceed the applicable quarterly sales stabilization benchmark as set forth on the Stabilization Fund Matrix attached to the Management Agreement.

(f) Repairs and Maintenance; Alterations. The UG has responsibility for the maintaining, repairing and replacing if necessary the following: (i) roof, foundation, exterior walls, landscaping, drainage systems, utility systems and all structural repairs or replacements to the Grocery Store, (ii) capital repairs or replacements to the parking areas, driveways, curbs, islands, exterior lighting and related facilities serving the Grocery Store if and to the extent that the same are capital repairs or replacements, and (iii) capital repairs or replacements of the refrigeration and compressor units included among the Grocery Store improvements. The Co-Op is obligated to maintain and keep the Grocery Store in good repair and working order. The Co-Op may make non-structural additions, alterations and changes to the Grocery Store so long as such non-structural additions, as long as the same do not materially adversely affect the value of the Grocery Store.

(g) Operation of Grocery Store; Term. The Grocery Store will be managed by the Co-Op as an independent contractor in a manner similar to its current grocery store in Lawrence, Kansas for an initial term of three years (the "Term"). The Co-Op is permitted to operate the Grocery Store for the entirety of the Term unless terminated by the UG due to a Co-Op default (discussed below). The Co-Op has no right or authority to obligate the UG in any manner whatsoever. After the Term the Management Agreement is automatically renewed for additional one year terms, provided that at any time thereafter either party may terminate upon six months' advance notice.

(i) Operating Expenses. The Co-Op is responsible for all expenses incurred in the operation and maintenance of the Grocery Store, including (i) purchases of grocery inventory; (ii) purchases of equipment and fixtures; (iii) media advertising; (iv) cleaning services and supplies; (v) utilities necessary to operate and manage the Grocery Store, including electricity, gas, water, sewage, trash, and telephone; (vi) personnel employed at or in connection with the Grocery; (xii) ordinary maintenance and repairs of the Grocery Store; (viii) insurance; (ix) all taxes and other governmental charges; and (x) any and all other direct costs and expenses in connection with the operation and management of the Grocery Store.

(ii) Employees. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of the Co-Op. The Co-Op agrees that: (i) all employees of the Co-Op shall receive a minimum starting hourly wage sufficient to provide the necessities and comforts essential to an acceptable standard of living; and (ii) the Co-Op will actively use its best efforts to recruit, hire and retain as employees the residents of Kansas City, Kansas (especially those in close proximity and in adjacent neighborhoods).

(ii) Use; Operating Covenant; Exclusive. The Co-Op will continuously and exclusively operate during the customary hours for a first-class Grocery Store, and at minimum the hours of 8:00 AM through 8:00 PM each day, as a first-class retail grocery store, serving a full range of meats, fresh fruit and vegetable produce, and for other related uses incidental and common to a first-class retail grocery store, and for no other use. In addition, the Co-Op shall operate a small café and coffee shop for on-premises consumption and shall offer regular community-based cooking classes which shall utilize an adequately equipped demonstration area. The UG agrees that it will not operate, allow or lease any other retail space in the Project Site to any party which: (i) has a bakery as its primary use; (ii) is a coffee bar or store; (iii) sells wellness products (i.e. over-the-counter health care items); or (iv) whose primary business is the sale of produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, or bakery goods.

(iii) Financial Reporting. The Management Agreement contains comprehensive provisions concern Co-Op financial reporting obligations, including without limitation, requirements with respect to periodic submittal of statements of income and expenses, balance sheets, financial statements,

and copies of sales tax returns. The UG retains the right to audit financial records and operating expenses.

(iv) Operating Budgets. The Co-Op is required to submit to the UG for its consideration and comment an annual operating budget. The Co-Op may not exceed any item in the operating budget by more than 15% in any quarter without the prior consent of the UG.

(h) Casualty; Condemnation. In the event of damage or destruction of the Grocery Store from casualty during, or if the Grocery Store is taken for any public use, (i) the net proceeds of any insurance relating to such damage or destruction, or (ii) the net proceeds of such condemnation or taking, are paid into an escrow. Upon a casualty, the UG may, in its sole discretion, elect to either (A) repair, restore and replace the damaged facilities, or (B) terminate the Management Agreement and retain the proceeds of the casualty escrow. If the Grocery Store is taken in condemnation proceedings or by right of eminent domain, the Management Agreement terminates, with the UG receiving any applicable condemnation proceeds. If a less than material portion of the Grocery Store is shall be taken in condemnation proceedings, the UG, at its sole cost and expense, is obligated to repair, restore and replace the remaining part of the Grocery Store as nearly as possible to its former condition and shall be entitled to draw upon that part of the escrow attributable to the award for the Grocery Store for payment of such costs.

(i) Surrender. At the expiration of the Term, the Co-Op is obligated to surrender and vacate the Grocery Store, and the UG may re-enter and take possession.

(j) Default; Remedies. The Management Agreement contains customary provisions concerning default and remedies. In the event that the Co-Op fails to make payments when do, or breaches any other covenant or obligation and fails to cure within 30 days after written notice from the UG, the UG is permitted to take such actions, and pursue such remedies, as exists at law or in equity, and the Co-Op is obligated to indemnify the UG against all reasonable costs and charges, including reasonable attorneys' fees incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(k) Assignment. While the Co-Op is prohibited from transferring or assigning its interest in the Management Agreement, the UG is not prohibited from delegating or assigning its interest (including its obligations with respect to development and construction of the Grocery Store).

GROCERY STORE MANAGEMENT AGREEMENT

by and between

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS,

and

THE COMMUNITY MERCANTILE, INC., a Kansas corporation

With Respect to Grocery Store to be Constructed at:

[Generally 5th and Minnesota Avenue, Kansas City, Kansas]

_____, 2018

GROCERY STORE MANAGEMENT AGREEMENT

THIS GROCERY STORE MANAGEMENT AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 2018 (the "**Effective Date**"), between the THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS (the "**UG**") and THE COMMUNITY MERCANTILE, INC., a Kansas corporation ("**Manager**").

RECITALS:

A. The UG has acquired or intends to acquire certain real property situated in Wyandotte County, Kansas, and more particularly described on Exhibit 1 attached hereto (the "**Project Site**").

B. The UG contemplates a development on the Project Site of approximately 12,000 to 14,000 square foot full-service downtown grocery store serving the downtown Kansas City, Kansas community, along with certain other associated private and public improvements.

C. The UG proposes to construct and develop a 12,000 to 14,000 square foot first class grocery store on a portion of Project Site described on Exhibit 2 attached hereto and made a part hereof (the "**Grocery Store Site**").

D. Manager proposes to operate and manage the Grocery Store pursuant to the terms and conditions of this Agreement.

E. The Grocery Store is to be developed pursuant to a plan (the "**Development Plan**"), which Development Plan is described more fully in Section 3.1 hereof.

F. The parties hereto do now desire to make and enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Manager hereby agree as follows:

ARTICLE 1 **DEFINITIONS; INTERPRETATION**

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth herein;
- (g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, generally in accordance with GAAP.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2
APPOINTMENT OF MANAGER; EMPLOYEES; OPERATING COVENANT;
PERMITTED USE

2.1 Undertaking of Manager. Manager hereby agrees, subject to the terms and conditions hereinafter provided, to manage and operate the Grocery Store for the Term. Manager hereby accepts such engagement on the terms and conditions hereinafter set forth. Manager shall have no right or authority, express or implied, to commit or otherwise obligate the UG or to encumber the Grocery Store Site in any manner whatsoever. Manager acknowledges that it is an independent contractor and not an employee of the UG. In all respects, Manager shall act as the UG's fiduciary with respect to funds of the UG handled by Manager under this Agreement.

2.2 Employees. Manager shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, and safely manage, operate, maintain and account for the Grocery Store, as reasonably determined by Manager from time to time. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Manager, which shall be in all respects the employer of such personnel. Notwithstanding the foregoing, Manager agrees that: (i) all employees of Manager shall receive a minimum starting hourly wage sufficient to provide the necessities and comforts essential to an acceptable standard of living; and (ii) Manager will actively use its best efforts to recruit, hire and retain as employees the residents of Kansas City, Kansas (especially those in close proximity and in adjacent neighborhoods). Manager shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Furthermore, Manager represents and warrants that it and its employees (and, if applicable, subcontractors and their respective employees) will hold all licenses and permits legally required for it to perform its obligations under this Agreement, and Manager hereby covenants and agrees to maintain all such licenses and permits during the term of this Agreement. As it relates to Manager's personnel arrangements, this Agreement is not one of agency by Manager for the UG but one with Manager engaged independently in the business of employing individuals on its own behalf as an independent contractor, and the UG shall have no liability with respect thereto. The UG and Manager hereby agree that Manager shall be strictly a manager of the Grocery Store and shall have no leasehold or any other property interest in the Grocery Store Improvements or Grocery Store Site whatsoever.

2.3 Operating Covenant; Trade Name; Permitted Use. Manager shall cause the Grocery Store to be continuously and exclusively operated during the customary hours for a first-class Grocery Store in the Kansas City, Kansas metropolitan area, and at minimum the hours of 8:00 AM through 8:00 PM each day, subject to closure for remodeling, casualty, condemnation and events of Force Majeure as a first-class retail grocery store, serving a full range of meats, fresh fruit and vegetable produce, and for other related uses incidental and common to a first-class retail grocery store, and for no other use whatsoever without the prior written consent of the UG. Manager's operation shall be substantially the same as its other first-class grocery store operation in Lawrence, Kansas ("**Manager's Other Grocery Store**"). Incidental to the above, Manager shall: (i) operate a small café and coffee shop for on-premises consumption (size and

menu offerings similar to grocers in the metropolitan area operating similar cafes such as Whole Foods, Hy-Vee and Cosentino's Price Chopper) (the "**Café**"), which Café shall include without limitation a seating area for on-premises consumption (as opposed to mere operation of a coffee kiosk), and which Café shall sell coffee by the cup, espresso/coffee/tea-based drinks, blended beverages typically served in a café of its type, and an array of assorted food items typically offered in a Café of its type (including but not limited to baked goods, desserts, frozen desserts, salads, sandwiches, juices, and smoothies); and (ii) shall offer regular community-based cooking classes which shall utilize an adequately equipped demonstration area. Manager shall conduct Manager's business at the Grocery Store only under the trade name of "The Merc Co+op" or similar trade name(s).

2.4 Restrictions on Project Site.

2.4.1 From and after the date of this Agreement, and throughout the Term (and any extensions and renewals thereof), and for so long as no default by Manager under this Agreement is in existence, the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site which shall: (i) have a bakery as its primary use; or (ii) be operated by a retailer whose primary business is the sale of one or more of the following: produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, or bakery goods. Notwithstanding anything to the contrary contained in this Section 2.4, the provisions in this Section 2.4 shall not apply to the sale of grocery items where the sale of such items is incidental to and does not constitute a substantial part of the main business of the seller.

2.4.2 So long as Operator has from the Opening Date continuously operated the Café, the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site a coffee store or coffee bar, or any business whose primary operation is the sale of fresh fruit drinks, smoothies or juices.

2.4.3 Manager acknowledges and agrees that the UG shall be permitted to license, lease or operate on the Project Site a retail farmer's marketplace intended to sell foods directly by farmers to local consumers (a "**Farmer's Market**"). Such Farmer's Market may be outdoors, situated in parking areas, and may consist of booths, tables or stands where farmers sell fruits, vegetables, meats, cheeses, and certain prepared foods and beverages. Any such Farmer's Market shall be restricted so as to ensure that vendors only sell local produce grown by such vendors (as opposed to the resale of produce which was grown by unaffiliated third parties).

2.4.4 So long as Operator has from the Opening Date continuously as part of its operation sells vitamins, body care products, cosmetics, over-the-counter health care items, medicinal herbs, homeopathic remedies, and over-the-counter nutritional supplements (collectively, "**Wellness Products**"), then the UG covenants and agrees that, without the prior written consent of the Manager, it will not operate, allow or lease any other retail space in the Project Site whose primary business is the sale of Wellness Products. Notwithstanding the foregoing, the UG shall be permitted to operate, allow or lease retail space in the Project Site for a pharmacy whose primary business is filling prescription medications.

ARTICLE 3
CONSTRUCTION & DEVELOPMENT PLAN

3.1 Development Plan. Reference is hereby made to the Development Plan attached hereto as Exhibit 3. The UG covenants and agrees that the Grocery Store Improvements shall be developed, constructed, and completed in substantial accordance and compliance with the Development Plan.

3.2 Amendment of Development Plan. The Development Plan may only be amended or modified with the reasonable and timely approval of the UG and Manager, subject to full compliance with all Applicable Laws and Requirements. Notwithstanding the foregoing, the Development Plan shall be amended to the extent necessary to keep the cost of the Grocery Store Improvements within the constraints of the Project Costs Budget.

ARTICLE 4
CONDITIONS

4.1 Conditions. Manager or the UG (as applicable for each condition) shall have the right to cancel and terminate this Agreement unless each and all of the following conditions have been satisfied on or before that day which is [TBD () days after the Effective Date] (the "**Condition Date**"), unless otherwise specified for a particular condition set forth below:

4.1.1 Financing Plan. Both Manager and the UG, each acting in its own respective sole discretion, shall have the right to terminate this Agreement on or before the Condition Date, unless Manager and the UG have, on or before the Condition Date, each respectively approved of the sources of, and all terms and provisions respecting, financing for the Grocery Store (collectively, the "**Financing Plan**"), including, without limitation, (a) the sources and uses for financing the construction of the Grocery Store Improvements, (b) the amount of the Total Project Costs, and (c) all other financial aspects of the Grocery Store, including but not limited to the timely approval by the UG of a pro forma statement of profits and losses for the Grocery Store prepared by Manager.

4.1.2 Manager's Due Diligence Date Conditions. Manager, acting in its own sole discretion, shall have the right to cancel and terminate this Agreement unless, on or before the Condition Date, Manager has satisfied itself as to the nature, quality or condition of the Grocery Store Site. Notwithstanding the foregoing, Manager recognizes, stipulates and agrees that it is relying, and shall rely, solely on its own investigation of the Grocery Store Site and not on any information provided or to be provided by the UG, its officers, employees, agents or contractors, and that if Manager does not exercise its right to cancel and terminate under this Section, then Manager shall be deemed and considered to be fully and completely satisfied with the Grocery Store Site and all parts and aspects thereof.

4.1.3 Approval by UG Commission The UG's Commission shall have approved resolutions authorizing the execution of this Agreement and shall have approved the Financing Plan.

4.2 Termination; Effect of Termination. Either the UG or Manager may exercise its termination rights under the conditions set forth in Section 4.1, by written notice to the other by 5:00 p.m., Kansas City time on the Condition Date. Upon any termination hereof pursuant to Section 4.1 hereof, this Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

4.3 Waiver of Conditions. If either Manager or the UG shall fail to exercise a particular right to terminate as provided for in Section 4.1, then said party shall be deemed to be satisfied as to that particular condition and shall be deemed to have waived said termination right as of the final time permitted by Section 4.1 to exercise such termination right.

ARTICLE 5

TERM; GRAND OPENING; OPERATING EXPENSES; STABILIZATION FUND; UG FEES; BOOKS AND RECORDS; FINANCIAL REPORTING

5.1 Term. The Term of this Agreement (the "**Term**") shall, subject to the terms hereof, commence on the Effective Date and shall expire three (3) years from the date the Grocery Store is opened for business (the "**Opening Date**") unless sooner terminated in accordance with any of the other provisions of this Agreement. The Term shall automatically renew each year following expiration of the initial Term for a period of one (1) year; provided that at any time following the initial Term either Manager or the UG may terminate this Agreement upon the giving of six (6) months advance written notice to the other party. At any time following the initial Term, either party may request that the parties document a future renewal term through a long term lease structure as opposed to an extension of this Agreement. In such case, both parties agree a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the matter, and thereafter the parties shall attempt in good faith to negotiate the terms of a long term lease agreement. Notwithstanding the foregoing, it is agreed that either party may cease such negotiations at any point, and the UG and Manager have no affirmative obligations to enter into a long term lease agreement until the parties reach mutually agreeable terms reduced to writing and signed by the parties.

5.2 Grand Opening. It is understood and agreed that, prior to the Opening Date, it will be necessary and in the best interests of the UG and Manager to have Manager initiate a program for employing and training Grocery Store personnel; advertising, promoting, and marketing the Grocery Store; and initiating and carrying out all such other and further activities reasonably deemed necessary or appropriate by Manager for the operation of the Grocery Store from and after such opening (such opening, the "**Grand Opening**"). Such Grand Opening program shall commence at least sixty (60) days prior to the estimated opening and shall continue to and include such opening. Manager agrees that all costs related to (i) such opening program, (ii) initial inventory, and (iii) other start-up costs for the Grocery Store shall be

advanced by Manager; and Manager understands that the UG shall have no obligation to advance any Grand Opening expenses except as hereinafter provided. Notwithstanding the foregoing, the UG hereby agrees that it shall reimburse Manager for an amount up to One Hundred Fifty Thousand Dollars (\$150,000) in connection with expenses incurred during the period commencing sixty (60) days prior to the estimated Grand Opening and the first two (2) Quarterly Accounting Periods with respect to such Grand Opening (the "**Grand Opening Fund**").

5.3 Payment of Operating Expenses. Manager shall be responsible for payment of all expenses incurred in the operation and maintenance of the Grocery Store pursuant hereto (the "**Operating Expenses**"), including without limitation, the following: (i) purchases of grocery inventory; (ii) purchases and rentals of trade equipment and fixtures, and maintenance charges incurred with respect thereto; (iii) media advertising and other business promotion, with newspaper and other print medium advertising charges; (iv) cleaning services and supplies; (v) uniforms and laundry; (vi) legal and accounting services specific to the operation of the Grocery Store; (vii) office supplies and expenses; (viii) trade association dues; (ix) inspections; (x) utilities necessary to operate and manage the Grocery Store, including electricity, gas, water, sewage, trash, and telephone; (xi) personnel employed at or in connection with the Grocery Store by Manager, including the direct cost of all salaries and wages, payroll taxes, unemployment compensation contributions, or other fringe benefits to which such personnel may be entitled as employees of Manager; (xii) ordinary maintenance and repairs of the Grocery Store Improvements pursuant to this Agreement; (xiii) insurance secured and maintained by Manager pursuant to this Agreement; (xiv) all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements; and (xv) any and all other direct costs and expenses reasonably necessary to the operation and management of the Grocery Store.

5.4 Stabilization Fund Reserve Account. Upon the Grand Opening, the UG shall establish a "**Stabilization Fund Reserve Account**", in the amount of Five Hundred Forty Thousand Dollars (\$540,000.00) in a bank designated by the UG from time to time. The UG shall be the only party authorized to draw upon the Stabilization Fund Reserve Account, unless otherwise agreed upon by the parties. The Stabilization Fund Reserve Account may be drawn on and made available for reimbursement to Manager during the Term only if the applicable Quarterly Sales Stabilization Benchmark has not been achieved during the first three (3) years of the Term (the "**Stabilization Period**") as hereinafter provided. At the end of any Quarterly Accounting Period during the Stabilization Period in which the Gross Revenues for such Quarterly Accounting Period fail to exceed the applicable Quarterly Sales Stabilization Benchmark (a "**Quarterly Gross Revenue Shortfall**") as set forth on the matrix attached hereto as Exhibit 4 (the "**Stabilization Fund Matrix**"), Manager shall be entitled to withdraw from the Stabilization Fund Reserve Account a percentage of such Quarterly Gross Revenue Shortfall in the amounts set forth in the Stabilization Fund Matrix. Notwithstanding the foregoing, in the event that Manager meets or exceeds the Quarterly Sales Stabilization Benchmarks for four (4) consecutive Quarterly Accounting Periods during the Stabilization Period, all funds in Stabilization Fund Reserve Account will immediately vest in the UG, the UG shall have the sole right to access and use the funds remaining funds in the Stabilization Fund Reserve Account, and Manager shall have no further right to access the Stabilization Fund Reserve Account. During the Stabilization Period, any and all UG Fee (hereinafter defined) received by the UG shall be used if necessary to replenish the Stabilization Fund Reserve Account. Any unused funds in the

Stabilization Reserve Account at the expiration of the Stabilization Period shall become the sole and exclusive property of the UG, and Manager shall thereafter have no further right to the Stabilization Fund Reserve Account.

5.5 UG Fee. During the Term, Manager shall pay, within thirty (30) days after the end of each Quarterly Accounting Period, a fee to the UG (the "UG Fee"), in the amount, if any, equal to three and one half percent (3.5%) of Gross Revenues for the preceding Quarterly Accounting Period exceeding the applicable Quarterly Sales Stabilization Benchmark as set forth on the Stabilization Fund Matrix.

5.6 Books and Records. Manager shall maintain at its principal office adequate and separate books and records in connection with its management and operation of the Grocery Store. Such books and records shall be kept in accordance with GAAP generally applied. The UG shall have the right and privilege of examining and auditing such books and records at any and all reasonable times.

5.7 Financial Reports. Within thirty (30) days after the end of each Quarterly Accounting Period, Manager shall render to the UG a preliminary statement of income and expenses, including the Gross Revenues and Operating Expenses, showing the results of operation of the Grocery Store for such period and year-to-date. Such preliminary statements shall be in the form that Manager reports income and expenses to its home office and in the form used by Manager with respect to Manager's Other Grocery Store. Within forty-five (45) days after the end of each Quarterly Accounting Period, Manager shall render to the UG a narrative report on operations of and at the Grocery Store accompanied by a statement of income and expenses and a balance sheet in a form mutually and reasonably agreed upon between Manager and UG. Within one hundred eighty (180) days after the end of each Fiscal Year, Manager will provide to the UG a financial statement for the just ended Fiscal Year and copies of sales tax returns within thirty (30) days of filing the same for the Grocery Store. Within ninety (90) days after the expiration or earlier termination of this Agreement, Manager shall provide to the UG a final financial statement. At any time during the Term, the UG shall have the right to audit the Operating Expenses and the financial records described herein, and Manager agrees to fully cooperate with any such audit. In the event that any such audit reveals an error not otherwise subject to reasonable discretion or interpretation, Manager shall correct the error and pay any amounts required to compensate for any deficiency; and in addition to paying any such deficiency, if such a deficiency is an error larger than five percent (5%) in any of the following: (a) Gross Revenues, or (b) UG Fee, Manager shall pay the reasonable costs of such audit, including the costs of the reasonable accounting fees associated therewith.

5.8 Budgets and Reports. Manager shall submit to the UG for its consideration and comment, at least ninety (90) days prior to the anticipated beginning of operations of the Grocery Store, and at least ninety (90) days prior to the beginning of each Fiscal Year thereafter, a proposed Operating Budget ("**Operating Budget**") for the Grocery Store for each Fiscal Year, which Operating Budget shall set forth in reasonable detail Manager's best estimate of Gross Revenues and Operating Expenses. The UG agrees to review and comment on such proposed Operating Budget to Manager in writing on or before the sixtieth (60th) day after receipt thereof from Manager. The UG's consideration of the Operating Budget and comments thereto shall be based upon factors concerning management and ownership of the Grocery Store consistent with

this Agreement. Manager shall implement such Operating Budget and shall be authorized, subject to the limitations set forth in this Agreement, without the need for approval by UG, to make the expenditures and incur the obligations reasonably anticipated by the relevant Operating Budget, and Manager may not exceed any item in the Operating Budget by more than fifteen (15%) in any Quarterly Accounting Period without the prior consent of the UG. Manager acknowledges and agrees that its rights with respect to accessing funds in the Stabilization Fund Reserve are conditioned upon Manager's performance of its obligations pursuant to this Section 5.8.

ARTICLE 6

OPERATION OF GROCERY STORE

6.1 General Responsibilities of Manager. Manager is hereby charged with the sole and exclusive management of the Grocery Store, and shall provide the UG with the services customarily provided for in such instances, and shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of the customers and users of the Grocery Store consistent with profitable utilization and sound business practices, and as provided by Manager in the operation of Manager's Other Grocery Store and with other first class grocery stores in the Kansas City, Kansas metropolitan area. It shall be the duty of Manager, at all times during the Term, to operate and maintain the Grocery Store according to high standards for similar facilities. The UG agrees that Manager may contract for goods and services necessary for the operation of the Grocery Store, in Manager's good faith discretion, consistent with the standards and sound business practices described herein.

6.2 Utilities and Contracts. Subject to the terms of this Agreement, Manager shall operate, maintain, repair and otherwise manage the Grocery Store and provide for the furnishing of water, electricity, gas, telephone, vermin extermination, trash removal and other services necessary or advisable for the operation of the Grocery Store, and shall either perform such service or hire and supervise contractors in maintenance, repair or replacement, to be performed in accordance with the Operating Budget. Manager is authorized to make and enter into all such contracts, equipment leases, and agreements as are required in the ordinary course of business (consistent with Manager's Other Grocery Store) for the operation, maintenance, and service of the Grocery Store and to pay the same when due and otherwise fully perform thereunder; however, Manager shall be required to obtain the consent of the UG before entering into any Material Contract not provided for in the Operating Budget, unless the Material Contract is a case of immediate need or emergency. Without limiting Manager's indemnity set forth in Section 6.12 hereof, Manager hereby agrees to pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any claim, demand, expense, penalty or fine under the contracts described in this Section, but excluding therefrom any such expenses and liabilities arising from the negligent or willful conduct of the UG or its governing body members, directors, officers, employees or agents.

6.3 Term of Contracts. Any contract, equipment lease, or agreement entered into by Manager with respect to the Grocery Store shall not exceed the Term of this Agreement, or any

renewal thereof, unless terminable without penalty on thirty (30) days' notice or less, without the prior written and timely approval of the UG.

6.4 Employment of Personnel. Manager shall hire, train, supervise, direct the work of, and discharge all personnel of the Grocery Store in a manner consistent with Manager's Other Grocery Store. Manager will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, ancestry, handicapped status, marital status, Vietnam era veteran status, familial status, or special disabled veteran status. Such personnel shall in every instance be deemed employees of Manager and not of the UG. The UG shall have no right to supervise or direct such employees. Notwithstanding any other provision of this Agreement, Manager agrees to indemnify and hold the UG, its governing body members, directors, officers, employees and agents harmless from any loss, cost, or expense, including attorneys' fees, incurred by them, or any of them, with respect to a breach by Manager of this subsection. Salaries, wages, and other compensation of Manager's employees, including social security, taxes, worker's compensation insurance, and the like, shall be an Operating Expense. Manager shall execute and file punctually when due all forms, reports, and returns required by law relating to the employment of personnel.

6.5 Taxes. Manager shall pay or cause to be paid, as they become due and payable all taxes, assessments (which, for purposes of this Section shall be deemed to include any Benefit District assessments and any transportation development district assessments existing on the Effective Date of this Agreement) and other governmental charges lawfully levied or assessed or imposed upon the Grocery Store Site or Grocery Store Improvements or any part thereof or upon any income therefrom, including, but not limited to, any taxes, assessments or other governmental charges levied, assessed or imposed on the Grocery Store Improvements, or with respect to the assessed value of the Grocery Store Improvements; provided however, that Manager shall not be required to pay or cause to be paid such taxes or assessments or other charges to the extent that the amount, applicability or validity thereof shall be contested in good faith by appropriate proceedings and the Manager shall have established and shall maintain adequate reserves on its books for the payment of the same if required by GAAP. Manager agrees that it is the intent of this Agreement that, notwithstanding any ownership of the Grocery Store Site by the UG, the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, shall be subject to the taxes, assessments and other governmental charges that would be applicable if it were not owned by the UG, but, instead, was and is owned by a tax-paying Person, and Manager agrees that Manager shall not make any filing or application, or take any action seeking any exemption for the Grocery Store Site or Grocery Store Improvements or which has as its purpose the causing of the same to be tax-exempt. In the event that the Grocery Store Site or Grocery Store Improvements shall be deemed exempt from normal real and/or personal property taxes and assessments or other governmental charges for any reason whatsoever, there shall be paid to the UG, from Gross Revenues, as an Operating Expense, a payment in lieu of taxes ("PILOT"); the amount, from time to time, of such PILOT, and the time for payment of the same shall be as similar as practicable to what the normal real and/or personal property taxes, assessments and other governmental charges respecting the Grocery Store Site, the Grocery Store Improvements, and all parts thereof, would be at any particular time if the same were not exempt, and if the UG and Manager cannot agree as to the same, the matter will be submitted to a binding private arbitration proceeding, the rules, procedures and standards for which shall be substantially similar to those in a proceeding in which Manager would have otherwise contested the amount of

normal real and/or personal property taxes and assessments or other governmental charges, had the same been levied or assessed, and the costs of any such arbitration shall be paid one-half (½) by Manager and one-half (½) by the UG.

6.6 Insurance. During the Term, Manager shall, as an Operating Expense, maintain or cause to be maintained insurance with respect to the Grocery Store Site, the Grocery Store Improvements and the Grocery Store covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating and/or managing similar properties (including but not limited to Manager's Other Grocery Store) and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in its judgment, are adequate to protect the UG, the Grocery Store Site, the Grocery Store Improvements, and the Grocery Store, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit 5, and made a part hereof. Each policy or other contract for such insurance shall (a) name the UG and Manager as an insured, and (b) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to the UG, Manager and each other insured, additional insured, loss payee and mortgage payee named therein.

6.7 Repairs, Maintenance and Alterations. During the Term, Manager shall cause the Grocery Store Improvements, and all parts thereof, the Grocery Store Site and all other of its property used or useful in the conduct of its business and operations, to be maintained, preserved and kept in good repair and working order and in a safe condition, reasonable wear and tear excepted, consistent at all times with other comparably situated first class Grocery Store and Manager's Other Grocery Store, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations. Manager may make non-structural additions, alterations and changes to the Grocery Store Improvements so long as such non-structural additions, alterations and changes are made in compliance with all Applicable Laws and Requirements and as long as the same do not materially adversely affect the value of the Grocery Store or Manager's ability to perform its obligations under this Agreement. All other changes and additions to the Grocery Store shall be subject to the reasonable and timely approval of the UG. Notwithstanding the foregoing or anything in this Agreement to the contrary, the UG shall retain, at its sole cost and expense, responsibility for the following: (i) roof, foundation, exterior walls, landscaping, drainage systems, utility systems and all structural repairs or replacements to the Grocery Store Improvements, (ii) capital repairs or replacements of the Grocery Store Improvements, together with the adjacent parking lots, driveways, curbs, islands, exterior lighting and related facilities serving the Grocery Store if and to the extent that the same are capital repairs or replacements, and (iii) capital repairs or replacements of the refrigeration and compressor units included among the Grocery Store Improvements.

6.8 Compliance. Manager shall conduct its affairs and carry on its business and operations in, on or about the Grocery Store Site in such a manner as to comply with any and all Applicable Laws and Requirements, procure and maintain all licenses and permits and observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Governmental Authorities applicable to Grocery Store Site

and the Grocery Store Improvements; provided, however, that nothing contained in this Agreement shall require the Manager to comply with, observe and conform to any such law, order, regulation or requirement of any Governmental Authorities so long as the validity thereof shall be contested by the Manager in good faith by appropriate proceedings, and provided Manager has secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of the Manager to pay the Operating Expenses as they come due. Manager agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements, which amounts shall be considered Operating Expenses hereunder.

6.9 Payment of Obligations. During the Term, the Manager shall promptly pay or otherwise satisfy and discharge all of Manager's personal obligations (as opposed to obligations incurred in Manager's capacity as manager of the Grocery Store) and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply would not materially impair its ability to perform its obligations under this Agreement nor subject any part of the Grocery Store Site or the Grocery Store Improvements to loss or forfeiture.

6.10 Liens and Encumbrances. During the Term, the Manager shall promptly cause to be discharged or terminated all mortgages, liens, security interests, charges and encumbrances created or permitted with respect to the Grocery Store Site or Grocery Store Improvements by Manager that are not Permitted Encumbrances.

6.11 Damage, Destruction or Condemnation.

6.11.1 Casualty Escrow. In the event of damage to or destruction of any portion of the Grocery Store Site and/or the Grocery Store Improvements resulting from fire or other casualty during the Term, or in the event any portion of the Grocery Store Site and/or the Grocery Store Improvements are condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, (a) the net proceeds of any insurance relating to such damage or destruction, (b) the net proceeds of such condemnation or taking or (c) the net proceeds of any realization on title insurance, shall be paid into, and used in accordance with a casualty escrow agreement satisfactory to the UG ("**Casualty Escrow**").

6.11.2 Casualty. The parties hereby agree that if, at any time during the Term, the Grocery Store Site or the Grocery Store Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "**Damaged Facilities**"), in whole or in part, the UG may, in its sole discretion, either (a) commence and thereafter proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty with and to the extent of insurance proceeds payable with respect to the Casualty and the UG shall be entitled to draw upon the Casualty Escrow for payment of said costs, or (b) terminate this Agreement and retain the proceeds of the Casualty Escrow as its sole and exclusive property. The UG shall, within ninety (90) days of such Casualty, provide written notice to Manager of its intention to either rebuild the Grocery Store Improvements or terminate this Agreement as set forth above.

6.11.3 Condemnation. The parties agree as follows:

(a) if at any time during the Term, title to a material portion or all of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, this Agreement shall hereby terminate as of the date of such taking and the UG shall be entitled to all of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements.

(b) if at any time during the Term, a less than material portion of the Grocery Store Site shall be taken in condemnation proceedings or by right of eminent domain, the UG, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Grocery Store Site and Grocery Store Improvements as nearly as possible to its former condition and shall be entitled to draw upon that part of the Casualty Escrow attributable to the award for the Grocery Store Site and Grocery Store Improvements for payment of said costs.

(c) For purposes of this Section 6.11.3, references herein to a taking of a "material portion" of the Grocery Store Site or Grocery Store Improvements shall mean a taking that is so substantial that it renders the same unusable for their particular purpose.

(d) Notwithstanding anything herein to the contrary, Manager hereby agrees that Manager shall have no rights or claims in connection with a condemnation award hereunder for the Grocery Store Site and Grocery Store Improvements, but shall have the right to pursue and retain any condemnation award attributable to Manager's inventory, trade equipment, fixtures, machinery and/or any other property, if any.

6.12 Indemnity. Manager shall pay and indemnify and save the UG and its governing body members, directors, officers, and employees and agents (collectively, the "**Indemnitees**") harmless from and against all loss, liability, damage or expense arising out of (a) damage or injury, actual or claimed, of whatsoever kind or character, to third parties or the property of third parties occurring or allegedly occurring in, on or about the Grocery Store Site and/or Grocery Store Improvements to the extent caused by the negligence or conduct of Manager or its employees and agents, and (b) any breach, default or failure to perform by Manager under this Agreement, but excluding therefrom any such loss, liability, damage or expense arising from the negligent or willful conduct of the UG or its governing body members, directors, officers, employees or agents. Manager shall also pay and indemnify and save the Indemnitees harmless of, from and against, all reasonable costs, reasonable counsel fees, expenses and liabilities incurred by them or by Manager in any action or proceeding brought by reason of any of the above-described claims, demands, expenses, penalties or fines. If any action or proceeding is brought against the Indemnities by reason of any such claim or demand, Manager, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the Indemnitees. The foregoing notwithstanding, Manager's duty and obligation hereunder to indemnify any Indemnitees is expressly conditioned upon such Indemnitee's agreement to waive any and all rights of recovery against Manager on account of any loss, liability, damage or expense which is insured against under any policy of insurance maintained pursuant to the terms hereof or which is otherwise maintained by Manager or such Indemnitee.

6.13 Prohibition on Sales, Etc. Manager will not, without the prior written consent of the UG, (a) assign, sell, lease, mortgage or otherwise transfer this Agreement, any of its rights or

responsibilities hereunder, or any other of its rights, titles or interest hereunder or by virtue hereof or (b) merge with or into another Person or sell or transfer to another Person substantially all of its assets, rights or interests. The UG shall have the right to grant or withhold its consent to any of the aforesaid in its sole discretion.

6.14 Utilities. During the Term, all utility and utility services used in, on or about the Grocery Store Site and/or Grocery Store Improvements shall be paid for by Manager as Operating Expenses and shall be utilized or contracted for by Manager in Manager's own name, and Manager shall procure any and all permits, licenses or authorizations necessary in connection therewith. Manager understands and agrees with the UG that the Grocery Store Improvements shall be constructed so that the same utilize only electric utility service. As to all utilities in, on or about the Grocery Store Site and/or Grocery Store Improvements, Manager hereby agrees to utilize the UG Board of Public Utilities ("**BPU**") for any such utilities.

6.15 Access. During the Term, Manager hereby recognizes, acknowledges and agrees that the UG and its duly authorized representatives and agents, shall have the right to enter the Grocery Store Site and/or the Grocery Store Improvements at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the operation of the Grocery Store in the Grocery Store Improvements. Nothing contained in this Section 6.15 shall restrict or impede the right of the UG to enter the Grocery Store Site and/or Grocery Store Improvements pursuant to any Applicable Laws and Requirements.

6.16 Environmental Matters.

The Manager shall not itself and shall not knowingly permit any other party to store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Grocery Store Site in violation of any Environmental Regulation, shall not cause any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations, shall, cause all Hazardous Substances brought to the Grocery Store Site or permitted by Manager to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in material violation of any Environmental Regulation, and shall comply with all other Environmental Regulations. Manager shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all actual and direct claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees directly incurred by the UG (including, but not limited to, prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination of this Agreement. Any amounts covered by the foregoing

indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

The UG, on behalf of itself and its employees, agents and contractors, shall not knowingly permit any party to store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Grocery Store Site in violation of any Environmental Regulation, shall not cause any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations, shall, cause all Hazardous Substances brought to the Grocery Store Site or permitted by the UG to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder in material violation of any Environmental Regulation, and shall comply with all other Environmental Regulations. The foregoing covenants contained in this Section shall be deemed continuing covenants, representations and warranties for the benefit of the Manager and any successors and assigns of the Manager, and shall survive the termination of this Agreement.

6.17 Surrender. At the expiration of the Term or earlier termination of this Agreement, pursuant to the terms and conditions hereof, Manager shall surrender and vacate the Grocery Store Site and Grocery Store Improvements, and the UG may re-enter and take possession of the same. Manager hereby covenants to peaceably and quietly surrender the Grocery Store Site and Grocery Store Improvements to the UG, in good condition and repair, normal wear and tear excepted, and to execute and deliver to the UG such instruments as shall be required by the UG to properly evidence termination of Manager's rights hereunder.

6.18 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Manager from complying with all Applicable Laws and Requirements.

ARTICLE 7
SPECIAL PROVISIONS

7.1 Special Agreements of Manager.

7.1.1 Manager agrees that it will actively market, advertise and promote the Grocery Store in the Kansas City Metropolitan area and regionally through television, radio, newspaper or other media, or through other non-media promotions or events. In addition to the foregoing, the UG and Manager hereby agree that any press releases regarding the Grocery Store or the Grocery Store Site during the Term of this Agreement shall be mutually released by the UG and the Manager.

7.1.2 Manager hereby agrees that it shall use its reasonable commercial efforts to require its agents, employees and representatives who travel to Kansas City on overnight business related to the Grocery Store to stay in hotels in Wyandotte County, Kansas.

7.2 LBE/MBE/WBE Employment Opportunity Goals. Manager agrees to use its reasonable efforts to comply with the goals set forth on Exhibit 6, attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

7.3 Sales Tax Information. Manager shall not take any actions or adopt any practices or procedures which are designed to, or which may or will have the effect of, eliminating, reducing or diverting in any way any sales taxes, use taxes and/or transient guest taxes payable to the UG or the State in connection with sales made or services from, in or on and about the Grocery Store Site. In connection therewith, Manager recognizes, stipulates and agrees that such sales shall include electronic, internet or telephone ticket sales. Manager agrees that it will itself provide, and that it will, by appropriate agreement, require all parties holding or operating by, through or under it, or otherwise operating on or from the Grocery Store Site, to provide to the UG true and correct copies of all sales tax, use tax and transient guest tax returns filed with the State with respect to sales in, on or from the Grocery Store Site, the same to be provided simultaneously with or within ten (10) days after such filing. Manager shall, to the extent allowed by Applicable Laws and Requirements, provide to the Kansas Department of Revenue the names of all vendors operating in, on or from the Grocery Store Site, their Kansas sales tax identification number and their dates of operation.

ARTICLE 8
DEFAULT AND REMEDIES

8.1 Default Provisions. Manager shall be in default under this Agreement if:

8.1.1 Manager fails to make any of the payments of money when due as required by the terms of this Agreement; or

8.1.2 Manager fails in a material manner to keep or perform any covenant or obligation herein contained on Manager's part to be kept or performed, and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice specifying such failure and that the UG considers such failure to be material and requesting that it be remedied;

provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected; or

8.1.3 Manager or any Affiliates of Manager shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Manager generally is not paying its debts as such debts become due; or Manager or any Affiliates of Manager make an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Manager or any Affiliates of Manager and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Manager whereupon the Grocery Store Site, the Grocery Store Improvements, or any part thereof, or any interest therein of Manager under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

8.1.4 Manager breaches its representations and warranties set forth in this Agreement and Manager fails to remedy the same within thirty (30) days after Manager's receipt of written notice from the UG specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot reasonably be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Manager within such period and diligently pursued until the default is corrected.

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Manager covenants to pay and to indemnify the UG against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies. Without limiting the generality of the foregoing, and in addition to and not to the exclusion of any other rights or remedies of the UG hereunder, in the event of such default which is not cured within the applicable cure period, the UG may terminate this Agreement.

8.2 Rights and Remedies. The rights and remedies reserved by the UG hereunder and those provided by law or in equity shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Manager occurs under this Agreement and is continuing and is not cured within the applicable cure period, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Manager of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, 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. Failure of the UG to enforce any such rights shall not be deemed a waiver thereof.

8.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Manager has

given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Manager may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the UG of any provision of this Agreement, however, the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question plus the reasonable costs or charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Manager in connection with the enforcement of any such actions or remedies, and under no circumstances shall the UG be liable for any remote or consequential damages.

ARTICLE 9

MISCELLANEOUS

9.1 Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. This Agreement shall be construed and interpreted so as to ensure that the UG shall at all times stay in conformity with such laws and, as a condition of this Agreement, the UG reserves the right to unilaterally terminate this Agreement if the Agreement is deemed to violate the terms of such law. UG is obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the UG's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

9.2 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 non-defaulting 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.

9.3 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, court or other judicial order, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

9.4 Representations and Warranties.

9.4.1 Representations and Warranties of Manager. Manager represents and warrants to the UG as follows:

(a) Organization. Manager is a corporation duly formed and validly existing under the laws of the State of Kansas. Manager is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Manager shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(b) Authority. The execution, delivery and performance by Manager of this Agreement are within such party's powers and have been duly authorized by all necessary action of such party.

(c) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Manager or any provision of law, statute, rule or regulation to which Manager is subject, or to any judgment, decree, license, order or permit applicable to the UG, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which the UG is a party, by which the UG or any of its assets is bound, or to which the UG or any of its assets is subject.

(d) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Manager of this Agreement.

(e) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Manager enforceable against Manager in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

9.4.2 Representations and Warranties of the UG.

(a) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(b) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor

compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State, or to any judgment, decree, license, order, or permit applicable to Manager, or will conflict or be inconsistent with, or will result in any breach of any of the terms of this covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which the UG is a party, by which the UG or any of its assets is bound, or to which Manager or any of its costs is subject.

(c) **No Consents.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(d) **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, receivership, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws relating to or affecting creditors' rights generally and the enforcement thereof, and subject to general principles of law and equity and the availability of specific legal and equitable remedies, including but not limited to the remedy of specific performance or similar relief, and the discretion of the court (regardless of whether enforcement is sought in equity or at law), and subject to standards of commercial reasonableness.

9.5 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Manager.

9.6 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

9.7 Invalidity of Any Provisions. 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.

9.8 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

9.9 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.10 Time. Time is of the essence in this Agreement.

9.11 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Manager shall, may or must give its approval or consent, the UG or Manager shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Manager or the UG in any action concerning the other's reasonableness will be action for declaratory

judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

9.12 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered if delivered by certified mail, return receipt requested, or by any nationally recognized overnight delivery service, in each case if addressed to the parties set forth below:

To the UG:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: 913-573-5260
Facsimile: 913-573-5299

With a copy to:

Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Facsimile: 913-573-5243

And a copy to:

Douglas G. Bach
County Administrator
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: 913-573-5030
Facsimile: 913-573-5540

And a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2800
Kansas City, Missouri 64106
Telephone: 816-842-8600
Facsimile: 816-691-3495

And to Manager at:

The Community Mercantile, Inc.
901 Iowa Street
Lawrence, KS 66044
Attn: Rita York Hennecke, General Manager
Telephone No.: 785-843-8544

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

9.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

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IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

"UG"

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey
Mayor/CEO

Clerk: _____

Approved as to Term and Legality by:

Kenneth J. Moore, Chief Counsel

By: _____

"Manager"

THE COMMUNITY MERCANTILE, INC.,
a Kansas corporation

By: _____
Rita York Hennecke, General Manager

INDEX OF EXHIBITS

- 1.** Project Site
- 2.** Grocery Store Site
- 3.** Development Plan
- 4.** Stabilization Fund Matrix
- 5.** Insurance Specifications
- 6.** LBE/MBE/WBE Provisions
- 7.** Project Costs Budget

EXHIBIT 1

PROJECT SITE

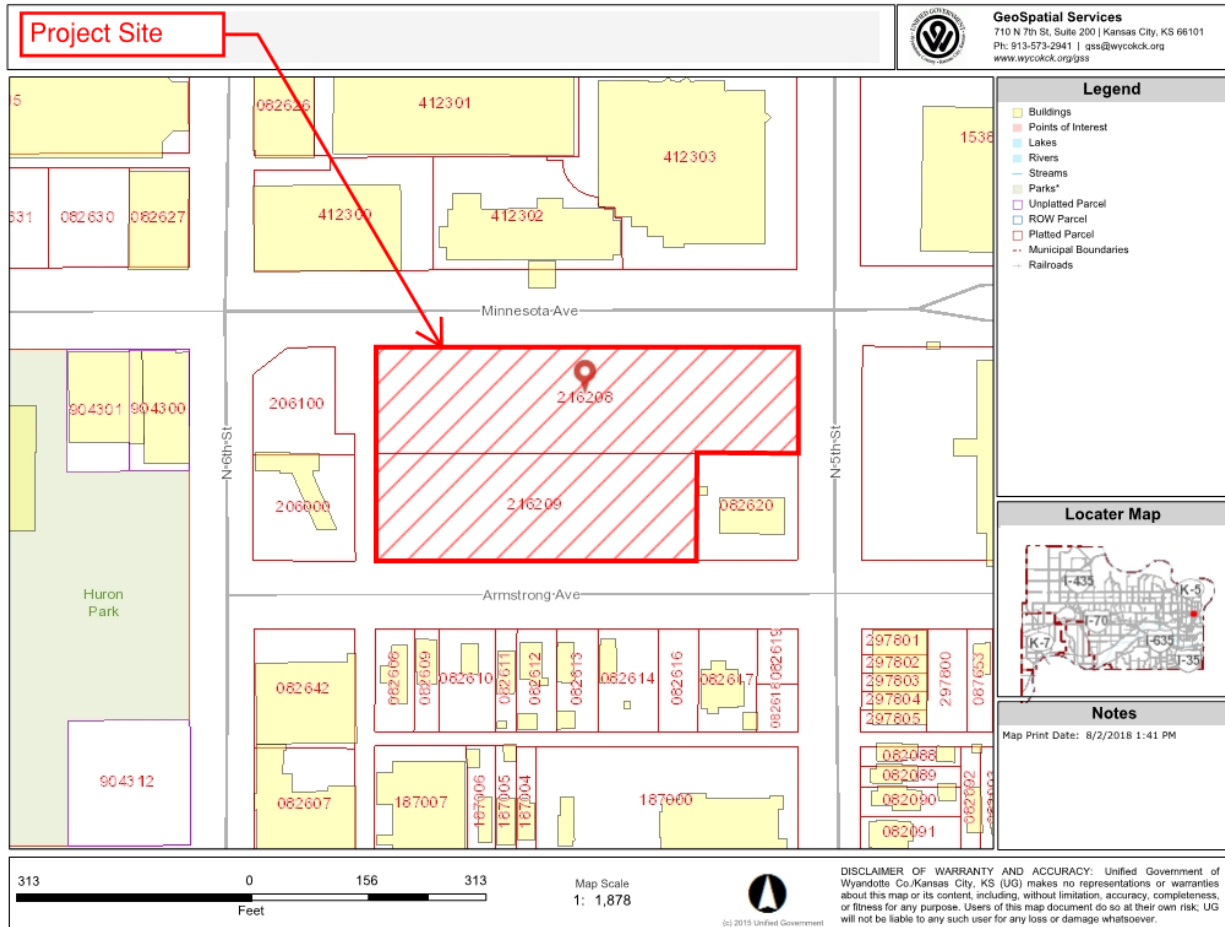


EXHIBIT 2 **GROCERY STORE SITE**

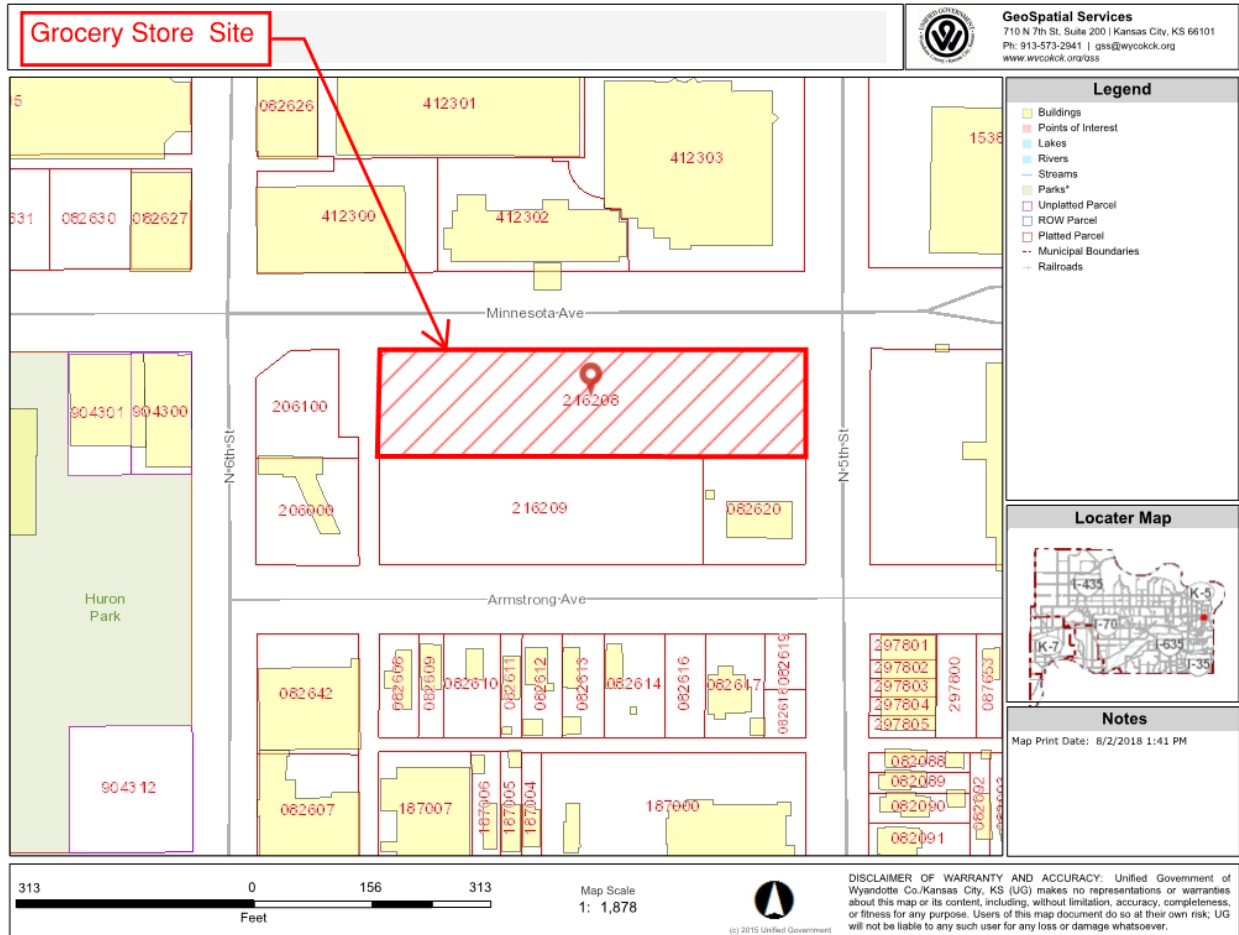


EXHIBIT 3

DEVELOPMENT PLAN

1. Conflicts; Terms. If there is any conflict or inconsistency between the provisions of the Agreement and those of this Development Plan, the provisions of this Development Plan will control. Except for those terms expressly defined in this Development Plan, all initially capitalized terms will have the meanings stated for such terms in the Agreement. The following terms, which are not defined in the Agreement, have the meanings indicated:

(a) "Construction Documents" means complete construction plans and specifications for the Grocery Store Improvements and Infrastructure.

(b) "Manager's Representative" means Rita York Hennecke.

(c) "Outside Completion Date" means _____.

(d) "Preliminary Plans" means space plans and general specifications for the Project, including the Grocery Store Improvements and Infrastructure.

(e) "Submission Date" means _____.

(f) "Total Cost" means the total cost of preparing the Preliminary Plans and Construction Documents, obtaining all necessary permits, completing the Project, and constructing and installing the Grocery Store Improvements and Infrastructure.

(g) "UG's Representative" means Jon D. Stephens, Director of Economic Development.

2. Cooperation on Design; Preliminary Plans.

2.1 From the Effective Date until Substantial Completion of the Grocery Store Improvements, Manager hereby agrees to meet with the UG and/or such other parties as the UG shall reasonably designate at such intervals as Manager and the UG shall mutually agree or reasonably request, and not less frequently than once per month, to review and discuss the design, development and construction of the Project. The Construction Documents described herein shall contemplate: (x) the design, development, construction, equipping and completion of the Project in accordance with the Plans and Specifications, the Development Plan, and all Applicable Laws and Requirements, (y) a guaranteed maximum price with respect to the Total Cost, and (z) a guaranteed Substantial Completion not later than the Completion Date.

2.2 On or before the Submission Date, Manager will cooperate with the UG and submit all information necessary for preparation of the Preliminary Plans ("Design

Information"). Each day after the Submission Date until Manager has provided all Design Information will be a day of Manager's delay. Promptly after receipt of all Design Information, the UG will cause its architect to prepare the Preliminary Plans based on the submitted Design Information. Within ten (10) business days after receipt of the proposed Preliminary Plans, Manager will either approve the same in writing or notify the UG in writing of how the proposed Preliminary Plans are inconsistent with the Design Information and how the Preliminary Plans must be changed in order to overcome Manager's objections. Each day following the fifth business day after the proposed Preliminary Plans are submitted to Manager until Manager either approves them or delivers such notice of objections will be a day of Manager's delay. Upon receipt of Manager's notice of objections, the UG will cause its architect to prepare revised Preliminary Plans according to such notice and submit the revised Preliminary Plans to Manager. Upon submittal to Manager of the revised Preliminary Plans, and upon submittal of any further revisions, the procedures described above will be repeated. If the revised Preliminary Plans, or any further revisions, are consistent with the Design Information and all requirements identified in Manager's prior notice(s) of objections, then each day following the UG's receipt of Manager's notice of any additional objections until the day on which the UG receives Manager's written approval of the Preliminary Plans will be a day of Manager's delay.

3. Initial Cost Estimate. At such time as Preliminary Plans that have been approved in writing by both the UG and Manager have been prepared, the UG will prepare an estimate of the Total Cost based on the approved Preliminary Plans ("Initial Cost Estimate"). If the Initial Cost Estimate is less than or equal to the original Project Costs Budget, then Manager and the UG will be deemed to have approved the Initial Cost Estimate. If the Initial Cost Estimate is greater than Project Costs Budget, then the UG, at the UG's option, may (i) approve the Initial Cost Estimate in writing; or (ii) elect to value engineer portions of the Project, or eliminate or revise one or more items shown on the Preliminary Plans so as to reduce the Initial Cost Estimate to be within the Project Costs Budget; or (iii) elect to terminate the Agreement. Upon any termination hereof pursuant to this Section, the Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

4. Construction Documents; Cost Proposal. At such time as the Initial Cost Estimate has been approved, the UG will cause its architect and engineer to prepare the Construction Documents based on the Preliminary Plans. The Construction Documents will be subject to the UG's approval and Manager will be given an opportunity to review the Construction Documents to confirm that they conform to the Preliminary Plans. At such time as the Construction Documents have been so approved, reviewed and confirmed, the UG will obtain bids for the construction or installation of the Project according to the Construction Documents and will notify Manager of the proposed Total Cost based on such bids ("Cost Proposal"). If the Cost Proposal is less than or equal to the Initial Cost Estimate approved by Manager, then Manager will be deemed to have approved the Cost Proposal.

If the Cost Proposal is greater than Initial Costs Estimate, then the UG, at the UG's option, may (i) approve the Cost Proposal in writing; or (ii) elect to value engineer portions of the Project, or eliminate or revise one or more items shown on the Construction Documents so as to reduce the Cost Proposal to be within the Project Costs Budget; or (iii) elect to terminate the Agreement. Upon any termination hereof pursuant to this Section, the Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing: (a) Manager shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and the UG shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses; and (b) the UG shall be liable and responsible for all costs and expenses incurred by it with respect to the Agreement and the transactions contemplated hereby, and Manager shall have no duty or responsibility of any type or nature to reimburse or otherwise pay any such costs or expenses.

5. Construction of Project. At such time as Manager has approved (or is deemed to have approved) the Cost Proposal, the UG will cause the Project to be constructed in a good and workmanlike manner and according to the Construction Documents and all Applicable Laws and Requirements. The UG will proceed to use reasonable efforts to complete the Project according to this Development Plan and tender possession of the Grocery Store to Manager Substantially Complete on or before the Outside Completion Date. Manager will accept the Grocery Store when the UG tenders possession, provided that the Project is Substantially Complete. The UG and Manager agree that all alterations, improvements and additions made to the Project Site according to this Development Plan, will, without compensation to Manager, remain the UG's property upon installation and will remain the UG's property at the expiration or earlier termination of the Term.

6. Early Occupancy. Manager has no right to enter the Grocery Store until the UG tenders possession, unless Manager's entry is for purposes relating to construction work in the Grocery Store according to the terms of this Development Plan.

7. Delayed Occupancy. If the UG does not tender possession of the Grocery Store to Manager according to Paragraph 2 above on or before the Outside Completion Date (plus any period of delay caused by Manager's delays as described in Paragraph 12 below or due to Force Majeure), the UG will not be in default or liable in damages to Manager, nor will the obligations of Manager be affected.

8. Punch List. Manager's taking possession of any portion of the Grocery Store Improvements will be conclusive evidence that such portion of the Grocery Store was in good order and satisfactory condition when Manager took possession, except as to any patent defects identified on a punch list prepared and signed by the UG's Representative and Manager's Representative after an inspection of the Grocery Store by both such parties when Manager takes possession. The UG will not be responsible for any items of damage caused by Manager, its agents, independent contractors or suppliers. No promises to alter, remodel or improve the Grocery Store Improvements and no representations concerning the condition of the Grocery

Store Improvements have been made by the UG to Manager other than as may be expressly stated in the Agreement (including this Development Plan).

9. Representatives. The UG appoints the UG's Representative to act for the UG in all matters covered by this Development Plan. Manager appoints Manager's Representative to act for Manager in all matters covered by this Development Plan. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Development Plan will be made to the UG's Representative or Manager's Representative, as the case may be. Manager will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of the UG, including the UG's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Development Plan. Either party may change its Representative under this Development Plan at any time by 3 days' prior written notice to the other party.

10. Change Orders. Manager's Representative may authorize changes in the work during construction only by written instructions to the UG's Representative on a form approved by the UG. All such changes will be subject to the UG's prior written approval according to Paragraph 12 below. Prior to commencing any change, the UG will prepare and deliver to Manager, for Manager's approval, a change order ("Change Order") identifying the total cost of such change, which will include associated architectural, engineering and construction contractor's fees, and an amount sufficient to reimburse the UG for overhead and related expenses incurred in connection with the Change Order. If Manager fails to approve and pay for such Change Order within 10 business days after delivery by the UG, Manager will be deemed to have withdrawn the proposed change and the UG will not proceed to perform the change. Upon the UG's receipt of Manager's approval and payment, the UG will proceed to perform the change.

11. UG's Approval. All Preliminary Plans, Construction Documents and Change Orders are expressly subject to the UG's prior written approval. The UG may withhold its approval of any such items that require work which:

- (a) Exceeds the Project Costs Budget;
- (b) violates any agreement which affects the Project Site or binds the UG;
- (c) the UG reasonably believes will increase the cost of operating or maintaining the Project;
- (d) the UG reasonably believes will reduce the market value of the Project at the end of the Term; or
- (e) does not conform to applicable building code or is not approved by any Governmental Authority.

12. Delays. If the UG is delayed in substantially completing the Project as a result of:

- (a) any Manager delays described herein;

(b) any Change Orders or changes in any drawings, plans or specifications requested by Manager;

(c) Manager's failure to review or approve in a timely manner any item requiring Manager's review or approval;

(d) any other act or omission of Manager or Manager's architects, engineers, contractors or subcontractors (all of which will be deemed to be delays caused by Manager); or

(e) an event of Force Majeure,

then the Outside Completion Date will be extended one day for each day of delay.

13. General. No approval by the UG or the UG's architect or engineer of any drawings, plans or specifications which are prepared in connection with construction of improvements in the Grocery Store will constitute a representation or warranty by the UG as to the adequacy or sufficiency of such drawings, plans or specifications, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of the UG to the construction or installation of improvements in the Grocery Store according to such drawings, plans or specifications. Failure by Manager to pay any amounts due under this Development Plan will have the same effect as failure to pay the UG Fee under the Agreement, and such failure or Manager's failure to perform any of its other obligations under this Development Plan will constitute a Default under the Agreement, entitling the UG to all of its remedies under the Agreement as well as all remedies otherwise available to the UG.

EXHIBIT 4

STABILIZATION FUND MATRIX

Schedule of Quarterly Sales Stabilization Benchmarks			Contribution %	Quarterly Cap
1 st Year	Q1	Grand Opening Fund of \$150,000 (see Section 5.2)		
	Q2			
	Q3	\$700,000	50%	\$100,000
	Q4	\$728,000	50%	\$100,000
2 nd Year	Q1	\$764,000	25%	\$50,000
	Q2	\$803,000	25%	\$50,000
	Q3	\$771,000	25%	\$50,000
	Q4	\$802,000	25%	\$50,000
3 rd Year	Q1	\$837,000	15%	\$35,000
	Q2	\$875,000	15%	\$35,000
	Q3	\$845,000	15%	\$35,000
	Q4	\$875,000	15%	\$35,000

EXHIBIT 5

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Manager may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Manager will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.

2. Comprehensive General Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

3. Automobile Liability. Manager will purchase and maintain with primary limits of \$1,000,000.

4. Excess Liability. Manager will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.

5. Special Perils Form Property Insurance. Manager will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, will be included if required and if available at a reasonable cost, fired vessel, boiler and machinery, and underground collapse may be required by the UG as additional perils.

EXHIBIT 6
LBE/MBE/WBE PROVISIONS

EXHIBIT 7

PROJECT COSTS BUDGET

ANNEX 1

DEFINITIONS

"Affiliate" means any person, entity or group of persons or entities which controls the Manager, which the Manager controls or which is under common control with the Manager. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Management Agreement by and between the UG and the Manager.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Development Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100, et. seq.) and Budget Law (K.S.A. § 75-2§529, et. seq.).

"Benefit District" means any special benefit district that includes the Grocery Store Site created pursuant to Applicable Laws and Requirements.

"BPU" means the UG Board of Public Utilities as referenced in Section 6.14 hereof.

"Budget(s)" means the proposed Operating Budget as described in Section 5.8.

"Capital Expenditures" means expenditures required for the benefit of the Grocery Store which are outside the scope of the Operating Expenses.

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction as referenced in Section 6.11.2 hereof.

"Casualty Escrow" means the escrow described in Section 6.11.1

"Condition Date" means that date set forth as such in Section 4.1 hereof.

"Consumer Price Index" means the "U.S. City Average, All Items" Consumer Price Index for All Urban Consumers (CPI-U; Base: 1982-84=100) (not seasonally adjusted) as published for a calendar month by the United States Department of Labor, Bureau of Labor Statistics. In the event that the CPI-U ceases to incorporate a significant number of items, or if a substantial change is made in the method of establishing such CPI-U, then the CPI-U shall be adjusted in a fair and reasonable manner to the figure that would have resulted had no substantial change occurred in the manner of computing such CPI-U. In the event that such CPI-U (or a successor or substitute index) is not available, such governmental or other service or publication as shall evaluate the information in substantially the same manner as the aforesaid CPI-U shall be used in lieu thereof.

"Damaged Facilities" means that part of the Grocery Store Site or Grocery Store Improvements damaged by a Casualty as described in Section 6.11.2 hereof.

"Development Plan" means the plan agreed to by the Manager and the UG as more fully described in Section 3.1 and Exhibit 3 of this Agreement.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any governmental authority having jurisdiction over the parties hereto or any portion of the Grocery Store Site or the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (hereinafter collectively called "CERCLA").

"Fiscal Year" means the Manager's customary fiscal year.

"GAAP" means generally accepted accounting principles.

"Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Grocery Store" means that certain venture to be constructed, developed, completed and operated as described in this Agreement.

"Grocery Store Improvements" means those improvements necessary for the construction and operation of the Grocery Store pursuant to the Plans and Specifications as contemplated by the Development Plan.

"Grocery Store Site" means that part of the Project Site which is described on Exhibit 2.

"Gross Revenues" means all cash and receipts generated by and in the Grocery Store, and the total amount of sales of goods made by the Manager, in, at or from the Grocery Store, at wholesale or retail, or delivered from the Grocery Store. Without limiting the generality of the foregoing, Gross Revenues shall include: (i) the entire amount of the price charged, whether wholly or partially in cash or on credit, or otherwise, for all goods, wares, merchandise and chattels of any kind sold, leased, licensed or delivered; and (ii) all gross income of Manager and any other party from any operations in, at, upon or from the Grocery Store which are neither included in nor excluded from Gross Revenues by other provisions of this Agreement, but without duplication. Notwithstanding the foregoing or anything contained in the other provisions of this Agreement to the contrary, Gross Revenues shall exclude, or there shall be deducted from Gross Revenues if previously included therein, the following: (a) the sales price of merchandise sold to Manager's employees; (b) proceeds from any vending machines used primarily by Manager's employees; (c) any exchange of merchandise between stores of Manager where such exchange is made solely for the convenient operation of Manager's business and not

for the purpose of consummating a sale made in, at or from the Grocery Store; (d) returns to vendors, shippers or manufacturers; (e) cash or credit refunds to customers on transactions theretofore included in Gross Revenues; (f) proceeds of sales of fixtures, machinery, equipment and any other property after use thereof in the conduct of Manager's business; (g) amounts collected by Manager and paid to any government or governmental authority as sales or excise taxes on sales; (h) any insurance or condemnation proceeds received by Manager as a result of damage to or condemnation of the Grocery Store inventory, fixtures, machinery, equipment and/or any other property used by Manager in the conduct of its business; (i) any and all finance charges, service charges, credit card charges and fees paid by Manager to any credit card company; and (j) the cash value of any gift certificate at the time such certificate is purchased, provided however that the purchase price of any merchandise purchased at the Grocery Store with a gift certificate shall be included in Gross Revenues at the time of such purchase.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (a) any substance that is a "hazardous substance" under CERCLA, and (b) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Index of Exhibits" means the index attached to this Agreement.

"Infrastructure" means the site utilities to benefit the Project and necessary improvements to the Project Site for sufficient non-exclusive parking to service the Grocery Store in accordance with the REA.

"Insurance Specifications" means the insurance requirements on the Manager in connection with the Grocery Store as generally described in Section 6.6 and more fully set forth in Exhibit 5 hereof.

"LBE/MBE/WBE Employment Opportunity Goals" means the goals set forth on Exhibit 6 attached hereto.

"Manager" shall have the meaning given in the preamble Section of this Agreement.

"Manager's Other Grocery Store" shall have the meaning given in Section 2.3.

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, and without limiting the generality of the foregoing, the parties hereby agree that any changes to agreements, plans or other documents which alter the price, timing, parties or physical boundaries set forth therein shall be deemed substantial enough to constitute Material Changes.

"Material Contract" shall mean any contract, lease or agreement which exceeds the sum of \$5,000 and is not related to Operator's acquisition or procurement of inventory or produce in the ordinary course of Operator's business.

"Opening Date" means the date the Grocery Store is opened for business required herein.

"Operating Budget" means the Manager's detailed budget setting forth all Operating Expenses and other expenses to be incurred by the Grocery Store and a projection of revenues.

"Permitted Encumbrances" means (a) utility, access or other easements and rights of way of record, and (b) laws regulating the use or enjoyment of the Project Site. Notwithstanding anything herein to the contrary, on or before to the Condition Date of this Agreement, the UG shall, at the UG's expense, deliver to the Manager a current ALTA title commitment on or before the date which is twenty (20) days following the Effective Date, together with legible copies of all title exception documents referenced therein.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"PILOT" means payment in lieu of taxes as described in Section 6.5 hereof.

"Plans and Specifications" means those plans and specifications generally described in Section 7.2 hereof.

"Plans and Specifications" shall mean the final plans and specifications developed pursuant to the Development Plan.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, Kansas, or any successor to it, as its prime rate. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Principal Office" means the office of the Manager presently located at the address set forth in Section 9.12 or such other office designated by the Manager in writing from time to time where the Manager's principal executive officers are located and where the Manager keeps its primary financial and operating records.

"Project Costs Budget" means the budget detailing the Total Project Costs, as set forth in Exhibit 7 attached hereto.

"Project Site REA" means that certain REA to which the Grocery Store Site will be subject as set forth in Section **Error! Reference source not found.** The Parcel 216208 (501 and 525 Minnesota Avenue, Kansas City, KS 66101) and Parcel 216209 (530 Armstrong Avenue, Kansas City, KS 66101).

"Project Site" means certain real property generally described in Recital A of this Agreement and more fully described in Exhibit 1 attached hereto. Notwithstanding the foregoing, the

Project Site shall not include, for the purposes of this Agreement, any property currently owned by UMB Bank, N.A.

"Project" means the development project on the Project Site described in Recital B of the Agreement and more fully described in Exhibit 1 attached hereto. Without limiting the generality of the foregoing, the Project shall include the following to be undertaken by the UG in accordance with the Development Plan and this Agreement: (i) acquiring the Project Site; (ii) with assistance and input from the Manager, designing the Project utilizing the services of outside consultants; (iii) working with the Manager regarding any entitlements issues tied to the foregoing; (iv) reviewing, securing and properly structuring all public incentives available; (v) renovating an existing or demolishing structures, grading, installing site and utility Infrastructure, and placing the Project in a "pad ready" condition all in accordance to approved Plans and Specifications; (vi) constructing the Grocery Store; and (vii) facilitate introduction with local business community, workforce development and training agencies, and Wyandotte Economic Development Council to assist in development of a pipeline of local employees and community partners for the Manager.

"Quarterly Accounting Period" means each calendar quarter during the Term.

"Quarterly Sales Stabilization Benchmark" shall mean the applicable Quarterly Sales Stabilization Benchmark set forth on the Stabilization Fund Matrix.

"Stabilization Fund Matrix" shall mean the Stabilization Fund Matrix attached hereto as Exhibit 4.

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Infrastructure and Grocery Store Improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the Grocery Store Improvements or such particular portion can be occupied or utilized for its intended use.

"Term" means the term of this Agreement as set forth in Section 5.1 hereof.

"Total Project Costs" means the costs of developing and construction the Project.

"UG" means the Unified Government of Wyandotte County/ Kansas City, Kansas.

Downtown Grocery Project



**FULL COMMISSION
AUGUST 30, 2018**



Process

2

Commission Process

▪ **Tonight's Actions:**

- *Resolution No. 1:* Authorize the execution of the Management Agreement with MERC
- *Resolution No. 2:* Authorize CAO to expend up to \$6 million for planning, design and construction of a downtown grocery facility
- *Resolution No. 3:* Set the public hearing date to establish the Downtown Grocery TIF District

- Resolutions advanced unanimously from ED&F on August 20th.

▪ Public Process Update:

- Planning Commission (Sept 10th)

▪ Internal Process Update:

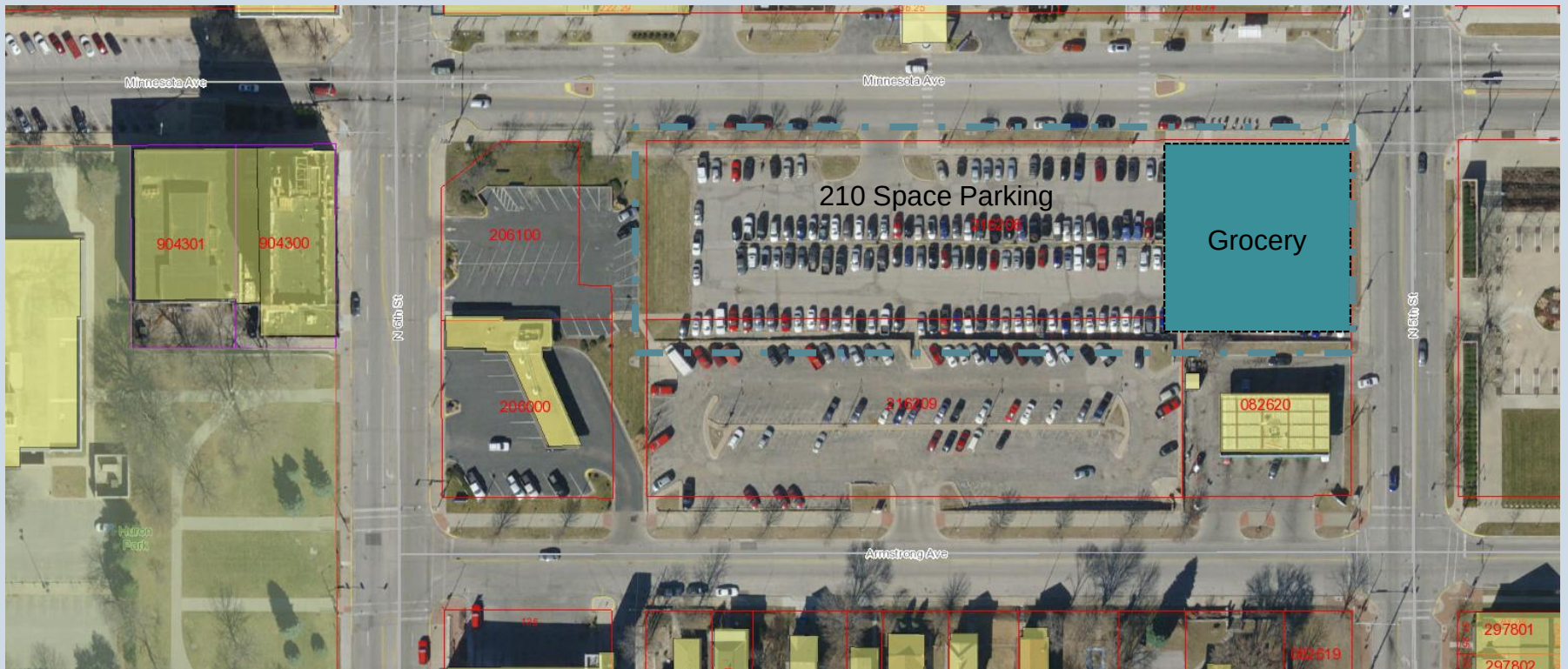
- Architect begin work
 - Engineering, traffic et al
- RFP: General Contractor
- Public Works, BPU



The Project

3

Location of the new downtown grocery store -- 5th Street & Minnesota Avenue



The Project

4

The proposed operator of a new downtown grocery

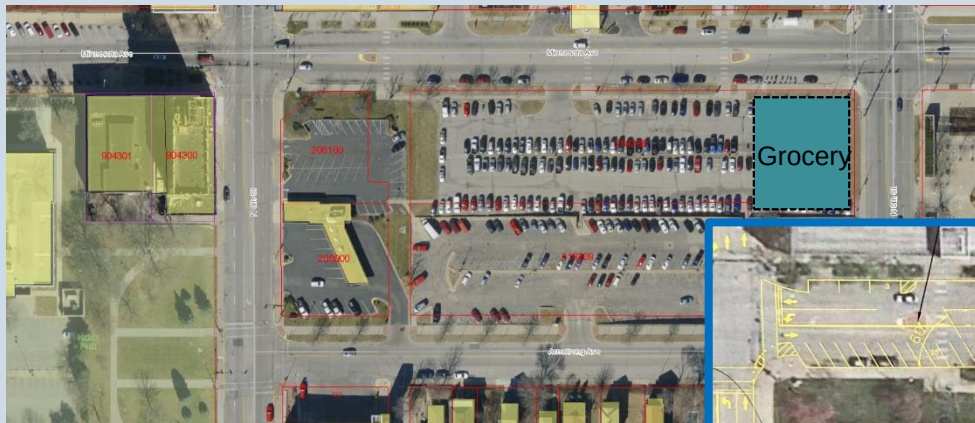
The Merc Co+op will provide our community a place to shop, gather, eat and learn by offering real food and sustainable products at reasonable prices through cooperative ownership and responsible commerce.



The Project

5

Location of the new downtown grocery store - Enhancements



The Merc

6

The Merc Co+op

The UG will develop a proposed 12,000-14,000 sq/ft full-service grocery store. The Merc will operate under a Management Agreement. The project is proposed as a \$6 million development.

- If budget allows up to 3,000 sq/ft of additional retail space might be constructed for other needed services.
- 100% renewable energy will power the grocery store.

Why the Merc?

- They've been interested in KCK from the beginning.
- They have experience operating a high quality full-service grocery.
- As a co-op they are focused on local relationships, local neighborhood needs and building community benefits.
- They are committed to being responsive and stocking what the community wants.
- They buy local and partner with local food growers.
- The Merc provides food education; Including cooking classes and healthy eating programs.
- Their ideal store size is one that is financially viable for us to construct, and we believe it will be financially successful to operate.



The Merc

7

99¢



The Merc has already engaged the Northeast and Downtown communities to determine the desired mix of products, prices, and programs.

JULY 4-10, 2018



Save \$3
True Story Uncured
Beef Hot Dogs
antibiotic, hormone, nitrate free
10 oz. all varieties
LOCATED IN OUR FREEZER SECTION



Save \$2 lb
Vesecky Family
Farms Chicken
Leg Quarters
antibiotic free



2/\$5
Pretzilla Hot Dog
& Hamburger Buns
10.4-12.8 oz. all varieties
Save \$1.58 on two



\$3.99
Garret Valley Sugar
Free Paleo Bacon
antibiotic free, hormone free
8 oz. Save \$2



Save \$3 lb
Wild Caught
Pacific Cod
sustainable, ocean friendly



2/\$4
Barbara's
Cheese Puffs
5.5-7 oz. all varieties
Save \$1.98 on two



2/\$5
Late July
Crackers
6 oz. all varieties
Save \$2.38 on two

Join us for a class!



**Let's Explore Cell Salts,
The Everyday Medicine**
with Renee Degeen
Monday, July 16
6:00-7:00 p.m.
\$5 per person



**All About Keto
with Angie Schoenherz MNT**
Tuesday, July 24
7:00-9:00 p.m.
\$22 per person



**Corn & Zucchini-Recipes
for Summer's Abundance**
with Chef Inge Koudrig
Wednesday, July 25
7:00-9:00 p.m.
\$25 per person

coop deals

Details and full class calendar online at www.TheMerc.Coop

Pick up our Co+op Deals flyer to find more great ways to save!



Project Financials

8

The Merc Co+op Project Financials

- The project is envisioned as a \$6 million project
- The cost includes all construction costs, FF&E, grand opening and stabilization fund.
- The project will be funding through:
 - Direct UG use of the Hotel Revenue Fund
 - Sales Tax & Property Tax TIF will also be used to recoup expenditure.
- No CID will be utilized to ensure sales tax on food is not increased
- Project is designed to provide for a long-term stable and successful grocery downtown.
- Project is designed so that the building can be sold to a private entity in the future and the revenue redeployed to future UG development needs.



Project Financials*

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- **Funding Sources****
 - UG Cash Contribution (Hotel Revenue Fund): \$3.2 million
 - Sales Tax & Property Tax TIF: \$1.6 million
- **Project Costs**
 - Estimated construction costs: \$2.5 million
 - Furniture, fixtures & equipment: \$1.5 million
 - Professional services: \$500,000
 - Project contingency: \$500,000
 - Potential stabilization guarantee: \$540,000

* All financials are based on conservative performance via two feasibility studies

** Extensive conversations with alternative sources of funding to provide up to \$2 million with very favorable terms

Project Financials

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- OPERATING STABILIZATION GUARANTEE
 - The Merc and the UG share the risk and reward
 - If loss, then 50/50 split for first three (3) years
 - If profit, then Merc pays a portion of revenues to the UG
 - UG max contribution over 3 years = \$540,000

Schedule of Quarterly Sales Stabilization Benchmarks			Contribution %	Quarterly Cap
1st Year	Q3	\$ 700,000	50%	\$ 100,000
	Q4	\$ 728,000	50%	\$ 100,000
2nd Year	Q1	\$ 764,000	25%	\$ 50,000
	Q2	\$ 803,000	25%	\$ 50,000
	Q3	\$ 771,000	25%	\$ 50,000
	Q4	\$ 802,000	25%	\$ 50,000
3rd Year	Q1	\$ 837,000	15%	\$ 35,000
	Q2	\$ 875,000	15%	\$ 35,000
	Q3	\$ 845,000	15%	\$ 35,000
	Q4	\$ 875,000	15%	\$ 35,000

- MERC commitment to operate for 3 years

Management Agreement

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The Merc Co+op Project Status

- The Management Agreement terms was unanimously approved by the Merc Board of Directors on August 6th.
- The agreement includes:
 - Hours of operation
 - Services
 - Community benefits
 - Financial structure
- The UG has vetted the location and has assembled cost projections.
- The UG team has architects and engineers ready to begin work.

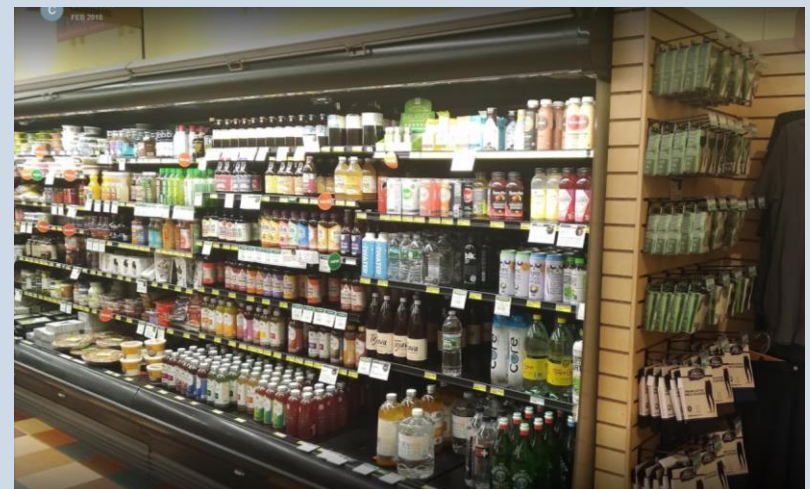


Management Agreement

12

Options & Opportunities

- The grocery project allows for the UG to proceed with design/construction of the grocery store while also continuing to work with possible master – developers for other portions of the project area.
- Project may include more retail and residential in future phases (through a private developer).
- We are working with neighborhood stakeholders to determine what other services are needed in the area. Discussions have included a Farmers Market and a pharmacy.



Next Steps

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Next Steps & Timing

- September:
 - Begin architectural design
 - Begin design and construction bid process
 - Continue discussions with development partners additional retail
 - Continue work on alternative funding sources to further leverage UG investment.
- October:
 - Reach final cost estimate and design program
 - Determine groundbreaking and construction timeline
 - **Update Standing Committee (ongoing)**



Committee Action Requested

14

- **Item No. 1 – RESOLUTION:** MANAGEMENT AGREEMENT FOR DOWNTOWN GROCERY STORE
 - Authorize the execution of the Management Agreement with MERC

- **Item No. 2 – RESOLUTION:** PLANNING, DESIGN CONSTRUCTION AND STABILIZATION FUND FOR A DOWNTOWN GROCERY STORE
 - Authorize CAO to expend up to \$6 million for planning, design and construction of a downtown grocery facility

- **Item No. 3 – RESOLUTION:** SET PUBLIC HEARING DATE FOR DOWNTOWN GROCERY REDEVELOPMENT DISTRICT
 - Set the public hearing date to establish the Downtown Grocery TIF District

The Project

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Questions & Answers





Staff Request for Commission Action

Tracking No. 18352

Full Commission Meeting Date: 8/30/18

Committee: Economic Development & Finance

Date of Standing Committee Action: 8/20/18

(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>
08/22/2018	Jon Stephens	x5749	Jon	Economic Development

Item Description:

Resolution authorizing the planning, design, construction and stabilization fund for a downtown grocery store.

Action Requested:

Approve and advance to August 30th full commission

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Downtown Grocery - Resolution authorizing planning, design, construction and stabilization fund, EXHIBIT A to Resolution to Plan, Design, Construct

RESOLUTION NO. R-_____

A RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT COUNTY ADMINISTRATOR TO ENTER INTO CONTRACTS FOR THE PLANNING, DESIGN, CONSTRUCTION AND STABILIZATION RESERVE FUND OF A DOWNTOWN GROCERY STORE, IN AN AMOUNT UP TO \$6.0 MILLION DOLLARS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) believes that its residents, regardless of income or location, deserve and require access to fresh and healthy foods; and

WHEREAS, Unified Government staff, in conjunction with its development team, has identified property which is suitable for a new downtown grocery store at 5th and Minnesota Avenue (the “Project”) as shown in Exhibit A attached hereto; and

WHEREAS, the County Administrator, pursuant to Sec. 2-103 of the Unified Government Code of Ordinances, has authority to execute the policies of the Unified Government Board of Commissioners and has authority to sign all contracts, deeds and other documents other than those authorized or required to be signed by the Mayor; and

WHEREAS, the Unified Government Board of Commissioners desires to provide the County Administrator with authority to enter into contracts to pay for the costs of planning, design, construction and a stabilization reserve fund associated with the Project.

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

Section 1. Authorization. That the County Administrator is hereby authorized to spend up to and including Six Million Dollars and NO/100 (\$6,000,000.00) for the planning, design and construction of the Project, including all associated infrastructure and street-scape improvements, as well as the establishment of a stabilization reserve fund for the Project, and is hereby authorized to negotiate the terms and execute in the name of the Unified Government all such contracts, documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS, THIS 30th DAY OF AUGUST, 2018.**

UNIFIED GOVERNMENT CLERK

EXHIBIT A



Downtown Grocery Location



Staff Request for Commission Action

Tracking No. 18353

Full Commission Meeting Date: 8/30/18

Committee: Economic Development & Finance

Date of Standing Committee Action: 8/20/18

(If none, please explain):

Publication Required: Yes

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
08/22/2018	Jon Stephens	x5749	Jon	Economic Development

Item Description:

Resolution setting a public hearing for Downtown Grocery redevelopment district.

Action Requested:

Approve and advance to August 30th full commission meeting.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Downtown Grocery - TIF District Resolution, Exhibit A - Legal Description, Exhibit B - District Map, Exhibit C - Redevelopment District Plan

RESOLUTION NO. R-____-18

A RESOLUTION CALLING AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING THE DOWNTOWN GROCERY REDEVELOPMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS PURSUANT TO K.S.A. 12-1770 ET SEQ.

WHEREAS, K.S.A. 12-1770 *et seq.*, as amended (the “Act”) provides for the creation of redevelopment districts and the approval of redevelopment plans, and permits the issuance of tax increment financing bonds in accordance with the terms of the Act; and

WHEREAS, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) intends to set a date for a public hearing for the purpose of considering the establishment of the Downtown Grocery Redevelopment District (the “Redevelopment District”) in accordance with the Act; and

WHEREAS, the establishment of the proposed Redevelopment District is necessary to promote the general economic welfare of the Unified Government pursuant to the Act; and

WHEREAS, the Redevelopment District consists of an area described on the attached **Exhibit A** and generally delineated on the map attached as **Exhibit B**, both of which are incorporated herein by reference and made a part of this Resolution, and which is generally described as an area located between 5th Street and 6th Street, and between Minnesota Avenue and Armstrong Avenue, in Kansas City, Wyandotte County, Kansas.

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

Section 1. Public Hearing. It is hereby authorized, ordered, and directed that the Board of Commissioners shall hold a public hearing on **October 11, 2018, at 7:00 PM** or as soon thereafter as the matter can be heard in the Commission Chambers, lobby level of the Municipal Office Building located at 701 North 7th Street, Kansas City, Kansas to hear comments and consider findings necessary to establish the Redevelopment District pursuant to the Act.

Section 2. Description and Map. A description and map of the proposed Redevelopment District is available for public inspection in the Unified Government Clerk’s office located in Suite 323 on the third floor of the Municipal Office Building from 8:00 am to 5:00 pm, Monday through Friday.

Section 3. Redevelopment District Plan. The Redevelopment District Plan may be described in a general manner as consisting of some or all of the following uses, without limitation: commercial uses, including a grocery store, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental,

or community use), residential uses including apartment uses, and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), other associated and appurtenant structures and facilities, and any other items allowable under the Act.

A copy of the Redevelopment District Plan is attached hereto as **Exhibit C**.

Section 4. Findings. The Unified Government will consider findings necessary for the establishment of a redevelopment district pursuant to the Act.

Section 5. Bonds. The Unified Government may, in the discretion of the Unified Government, issue full faith and credit tax increment bonds to assist with the financing of the redevelopment project as described by Redevelopment District Plan.

Section 6. Notices. The Unified Government Clerk is hereby authorized and directed to publish this Resolution once in the official city newspaper not less than one (1) week or more than two (2) weeks preceding **October 11, 2018**, the date set for the public hearing. The Clerk or any other employee or officer of the Unified Government are authorized and directed to mail a copy of this Resolution via certified mail, return receipt requested to the Unified Government Board of Commissioners; the Kansas City, Kansas Unified School District #500 Board of Education as the school district levying taxes on property within the proposed Redevelopment District; and to each owner and occupant of land within the project areas of the proposed Redevelopment District not more than ten (10) days following the date of the adoption of this Resolution.

Section 7. Further Action. The Mayor/CEO, County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 8. Effective Date. This Resolution shall be effective upon its adoption by the Unified Government Board of Commissioners.

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS THIS 30th DAY OF AUGUST, 2018.**

UNIFIED GOVERNMENT CLERK

EXHIBIT A

All the original block 131 of Wyandotte City and the north vacated 4 feet of right of way along Armstrong Avenue from 5th to 6th street, along with half of the dedicated right of way adjacent to 5th street, 6th street, Minnesota Avenue and Armstrong Avenue, in the City of Kansas City, Wyandotte County, Kansas, being described as follows.

Beginning at a point that is 40 feet west and 40 feet south of the original southwest corner of Voss Subdivision, a resurvey of the original Lots 25, 26, 27, Block 131 of Wyandotte City, a subdivision of land in Kansas City, Wyandotte County, Kansas, also being 36 feet south of the north 4 feet of vacated right of way along Armstrong Avenue, said point being at the intersection of 6th street and Armstrong Avenue centerlines as said roads now exists.

Thence north along the centerline of said 6th street being 40 feet distant and parallel to the west line of said subdivision and the east right of way line of said 6th street, to the point of intersection with the east-west centerline of Minnesota Ave, as said road now exists, said point being 40 feet west and 50 north of the northwest corner of said Voss subdivision.

Thence east along said east-west centerline 50 feet distant and parallel to the south right of way line of Minnesota Ave said line also being the north line of Voss subdivision and Lot 2, Center City, a partial replat of blocks 95, 96, 97, 109, 110, 115 and 131 of Wyandotte City, a subdivision of land in Kansas City, Wyandotte County, Kansas, to a point of intersection with the north-south centerline of 5th street as said road now exists, said point being 50 feet north and 40 feet east of the northeast corner of said Lot 2, Center City.

Thence south along the north-south centerline 40 feet distant and parallel to the west right of way line of 5th street said line also being the east line of Lot 2 Center City and Lot 48, Block 131 of Wyandotte City, to the point of intersection with the east-west centerline of Armstrong Avenue, said point being 40 feet east and 40 feet south of the original southeast corner of Lot 48 Block 131, Wyandotte City, also being 36 feet south of the north 4 feet of vacated right-of-way along Armstrong Avenue.

Thence west along said east-west centerline 36 feet distant and parallel to the north right of way line of Armstrong Avenue, said line being 4 feet south of the original south line of Block 131, Wyandotte City, to the Point of Beginning of the herein described tract of land.

EXHIBIT B



Downtown Grocery Redevelopment District
TIF Exhibit

EXHIBIT C

Redevelopment District Plan

The Redevelopment District Plan may be described in a general manner as follows:

The Redevelopment District shall consist of one or more redevelopment project areas, the names and boundaries of which will be determined at the time of the Project Plan. The buildings, facilities, and improvements to be constructed or improved within the Redevelopment District may be described in a general manner as consisting of some or all of the following uses, without limitation: commercial uses, including a grocery store, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), residential uses including apartment uses, and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), other associated and appurtenant structures and facilities, and any other items allowable under the Act.

18388



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

August 16, 2018

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for: ROSEDALE MIDDLE SCHOOL

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of ROSEDALE MIDDLE SCHOOL located along Booth Avenue between Rainbow Blvd and Southwest Blvd, being developed by the USD #500 of Kansas City, Wyandotte County, Kansas.

At this time, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and one (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, PS., CPM
Director of Engineering
/County Surveyor

Troy Shaw, P.E.
County Engineer

Attachments



Staff Request for Commission Action

Tracking No. 18354

Full Commission Meeting Date: 8/30/18

Committee:

Date of Standing Committee Action: NA
(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>
08/09/2018	Emerick Cross	x6784	ecross@wycokck.org	Commission Liaison

Item Description:

Nominations for Boards & Commissions:

Planning and Zoning Commission, Steve Neal, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Library Board, Pat Garmon, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Self-Supported Municipal Improvement District, Albert Deleon, 8/30/18 to 3/31/20, submitted by Commissioner Murguia

Advisory Commission on Human Relations & Disability Issues, Don Jolley, 8/30/18 to 3/31/22, submitted by Commissioner Kane

Golf Advisory Board, Jeff Manning, 8/30/18 to 3/31/18, submitted by Commissioner Kane

Housing Authority, Jacques Barber, 8/30/18 to 3/31/22, submitted by Commissioner Kane

Law Enforcement Advisory Board, Scott Mackey, 8/30/18 to 6/30/22, submitted by Commissioner Kane

Library Board, Angela Lawson, 8/30/18 to 3/31/22, submitted by Commissioner Kane

Planning and Zoning Commission, Jeff Carson, 8/30/18 to 3/31/22, submitted by Commissioner Kane

UG Board of Park Commission, Craig Howell, 8/30/18 to 3/31/22, submitted by Commissioner Kane

Wyandotte/Leavenworth Area Wide Advisory Council on Aging, Deloris Pinkard, 8/30/18 to 3/31/20, submitted by Commissioner Kane

Action Requested:

8/30/18

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

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

REGULAR SESSION
THURSDAY, JULY 12, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, July 12, 2018, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Johnson, Commissioner Fourth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO, presiding. Kane, Commissioner Fifth District, was absent. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Joe Connor and Melissa Sieben, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Maureen Mahoney, Chief of Staff in Mayor's Office; Lynn Melton, Assistant to the Mayor; Terry Zeigler, Chief of Police; Michael York, Deputy Police Chief; Dustin Duncan, Major; and Captain John Grosko, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Alvey.

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

Mayor Alvey asked are there any revisions to tonight's agenda. **Bridgette Cobbins, UG Clerk,** said there are no revisions. **Mayor Alvey** said hallelujah!

MAYOR'S AGENDA**ITEM NO. 1 – 18317...POLICE DEPARTMENT AWARDS CEREMONY**

Synopsis: Presentation of the Police Awards, presented by Terry Zeigler, Chief of Police.

Terry Zeigler, Chief of Police, said we appreciate you guys setting aside time for us to do our quarterly awards ceremony. We have just a few awards during this quarter. We do have a citizen that—I don't believe he has made it tonight, but we're going to go ahead and read what he'd done. We appreciate the cooperation and the help of our citizens in taking care of the community and policing the community.

I just want to say to all the officers that are out there, everyday we have officers on our department who are doing a phenomenal job day in and day out. The things they do seem mundane and they don't rise to the level of awards, but it's still an amazing job for our community. I'd like to give a kudos to all of them for the amazing work that they do. I'm going to turn this over to Major Dungan and let him read the awards and we'll present them.

Dustin Dungan, Major, said thank you for giving us the time tonight. I know you guys have been busy with the budget so thank you very much. It has been a privilege to be commander over the Awards Committee and have committee members that feel the men and women of the department should be recognized for the great work they do. We'd also like to thank the family members because without their loving support, the officers of the department would not be able to accomplish the great work that is done throughout this wonderful city.

The first award that we were going to present was the citizen's plaque. Like the Chief said, we couldn't do our job without the great citizens of this city. On May 20, 2018, at about 1840 hours, officers responded to 2500 Central on an armed robbery. Upon arrival, the officers were checking there and made contact with a Lonnie Pickle. He told officers he had observed an armed robbery and chased the suspect Shawn Jackson to the wooded area of 2622 Grandview. He showed officers where the suspect had entered the woods and the perimeter was established. K-9 officer tracked that location and located the suspect who was taken into custody. Detectives during the process of the investigation of the crime had learned that this was the second time the suspect had robbed

July 12, 2018

the 7-11 at gunpoint. He was also wanted for a rape over in Kansas City, MO. Without Lonnie Pickle's help, we wouldn't have ever caught this guy. It was a great thing he did.

The first award is going to be Sergeant Graves. On March 29th at 1650 hours, Sergeant Graves stopped a tan 2003 Chevy Ventura at 13th & State Avenue for traffic violations. He made contact with a suspect who was the driver and the sole occupant of the vehicle. He appeared to be under the influence. After speaking with the suspect for a few minutes, Sergeant Graves directed him to get out of the vehicle. He requested backup and Officer Lundgren headed that way to assist. The suspect did not exit the van and Sergeant Graves tried to persuade him to exit. The suspect started the minivan and tried to drive off. Sergeant Graves began struggling with the suspect behind the wheel. The suspect was unable to get the van in gear. Sergeant Graves called for a Code A backup and was able to get the van turned off and threw the keys onto the floor. The suspect then reached down and grabbed a Glock handgun with an extended magazine and began raising it toward Sergeant Graves. Sergeant Graves grabbed the suspect's arms and held it down. The suspect was able to raise the muzzle and point it. It was an intense struggle. Sergeant Graves used both hands and his body to hold the muzzle away directing the suspect to drop the gun until help could arrive.

Office Nicole Ortego-Fulton was the first to arrive. She exited her car and went to the passenger side of the van. Sergeant Graves told her that he had the gun. Officer Fulton immediately climbed in to grab the suspect's arms and began telling him to drop it. Office Lundgren arrived next. He ran to the van and entered through the passenger's side. He saw he could not get the gun released and struck the suspect in the face after which he was able to strip the gun out of the suspect's hands. He then removed him from the vehicle. Sergeant Davis and Officer Jones arrived next and they were able to handcuff the suspect. This was a very life/death situation that these officers went through. They did a wonderful job and they're receiving a meritorious service award for their great work.

Detective Blackman works for me and he's one of the brightest detectives we have. Back in March 1, 2018, we started an operation called Operation Triple Beam. The U.S. Marshals Service received a grant to assist combat violent, including gang activity within Kansas City, KS. This program was Operation Triple Beam. Operation Triple Beam was conducted in Kansas City, KS, from March 1 – April 30, 2018. The operation targeted violent offenders as well as gang related

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activity. This operation resulted in 201 arrests which included 94 gang member related arrests and multiple felony crimes. There were a total of 63 firearms seized, \$115,000 recovered. During the operation, these three detectives: Blackman, Seal and Diaz, assisted the violent crime taskforce and worked a total of 60 felony cases, some of which suspects were going to face federal charges. These three detectives were out in the field and worked hand in hand with officers during arrests being made. They worked drug, gun and other violent crime cases for a two-month period.

The dedication that these detectives showed were above and beyond their normal workload, but without hesitation, volunteered to participate in this operation anyway. They spent countless hours not only in the field but putting together both state and federal cases for prosecution. I just want to state that several other cities did a similar Operation Triple Beam, and our department outshined everyone of them. Detectives Blackman, Seal and Diaz are being awarded the Lancaster-Melton Award of Merit. They did a wonderful job!

Chief Zeigler said thank you for allowing us to present our awards during the Commission meeting. We have light refreshments in the lobby if anybody is interested.

Action: Awards were presented.

Mayor Alvey said thank you, Chief.

CONSENT AGENDA

Mayor Alvey asked does any member of the Commission, staff or citizen in attendance tonight wish to set aside any item on tonight's Consent Agenda. You would need to step forward at this time, state your name and city of residency for the record.

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

ITEM NO. 1 – 18319...NOMINATION

Synopsis: Nomination for Boards and Commission:

Landmarks Commission, John Altegovt, 7/12/18-3/31/20, submitted by Commissioner Murguia.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve. Roll call was taken and there were nine “Ayes,” Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 4 – MINUTES

Synopsis: Minutes from regular session of June 14, 2018.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to approve. Roll call was taken and there were nine “Ayes,” Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 5 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated June 28 and July 5, 2018.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to receive and file. Roll call was taken and there were nine “Ayes,” Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

PUBLIC HEARING AGENDA

No items

STANDING COMMITTEES' AGENDA

No items

ADMINISTRATOR'S AGENDA

No items

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COMMISSIONERS' AGENDA

No items

LAND BANK BOARD OF TRUSTEES' AGENDA

No items

PUBLIC ANNOUNCEMENT

No items

**MAYOR ALVEY
ADJOURNED THE MEETING AT 7:10 P.M.
July 12, 2018**

Bridgette D. Cobbins
Unified Government Clerk

tpl

July 12, 2018

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

**PLANNING AND ZONING AND
REGULAR SESSION
JULY 26, 2018**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, July 26, 2018, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, 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 Alvey, Mayor/CEO, presiding. The following officials were also in attendance: Doug Bach, County Administrator; Gordon Criswell, Joe Connor and Melissa Sieben, Assistant County Administrators; Ken Moore, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Kathleen VonAchen, Chief Financial Officer; Rob Richardson, Director of Planning; Zach Flanders, Planner; Janet Parker, Administrative Assistant; Lynn Melton, Assistant to the Mayor; Emerick Cross, Commission Liaison; Chris Slaughter, Land Bank Manager; and Captain George Sims, Sergeant-at-Arms.

Mayor Alvey called the meeting to order.

ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Alvey.

INVOCATION was given by Reverend George Kemper, Ebenezer Ministries.

Mayor Alvey asked I'd ask the Clerk if there are any revisions to tonight's agenda. **Carol Godsil, Deputy UG Clerk,** said there are no revisions.

Carol Godsil, Deputy UG Clerk, read the statement, required by law, governing the Planning and Zoning portion of the meeting.

PLANNING AND ZONING AGENDA

Carol Godsil, Deputy UG Clerk, asked if any members of the Commission wished to disclose any contact with proponents or opponents on any item on the Planning and Zoning Agenda.

Commissioner McKiernan said I've received communication from opponents of #A-2018-3. I've received communication from proponents of #PR-2018-19. **Commissioner Bynum** said I had communication with proponents of Item A-1, #3155 Change of Zone, and B-1, Special Use Permit #SP-2018-62. **Commissioner Townsend** said on the Non-Consent Agenda I had contact with proponents of #PR-2018-5. **Commissioner Johnson** said I've had contact with proponents of #PR-2018-19.

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

Mayor Alvey asked does any member of the Commission or anyone in attendance tonight wish to set aside any item on the Planning and Zoning Consent Agenda. If an item is not set aside, all items on the Planning and Zoning Consent Agenda will be voted on by one vote to follow the recommendation of the Planning Commission. Are there any set asides? **Chris Kuzila, 601-603-605 Central Avenue**, said 10 S. Tremont is the property. **Mayor Alvey** asked which item would you like to set aside. **Mr. Kuzila** said Vacation Application No. A-2018-3. **Mayor Alvey** said I'd like to set aside item MP-2018-2, Amendment to the Rosedale Master Plan. That will allow Zach Flanders to give a presentation on the Complete Street Plan, which also means we'll set aside F-1. That's an ordinance affirming approval.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve all the items except the ones set aside, subject to stipulations.** Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

CHANGE OF ZONE APPLICATION

ITEM NO. 1 – 18328...CHANGE OF ZONE APPLICATION #3163 – RONALD D. JURY REVOCABLE TRUST

Synopsis: Change of Zone from C-3 Commercial District to M-1 Light Industrial and Industrial Park District for a private storage facility at 952 Kansas Avenue, submitted by Robin Richardson, Director of Planning. The applicant is requesting to build a new 10,000 square foot warehouse with a 20,000 square foot parking lot. The Planning Commission voted 7 to 0 to recommend approval of Change of Zone Application #3163, subject to:

Urban Planning and Land Use Comments:

Please provide additional information about the operations of the facility and business.

Staff Note: This will be a private warehouse. Hours will be limited as will all other activities due to the personal nature of the warehouse.

Public Works Comments:

1. Items that require plan revision or additional documentation before Engineering can recommend approval: None.
2. Items that are conditions of approval (stipulations):
 - a. Plan Engineering is currently reviewing the same application through the Development Review Committee process i.e. DRC 18300-00271. Applicant shall review, revise, and resubmit plans in accordance with the comments provided through the DRC process.
 - b. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to Engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Change of Zone Application #3163, subject to the stipulations.** Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

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SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 18326...SPECIAL USE PERMIT APPLICATION #SP-2018-47 – RAFAEL CASTILLO-CARRERA

Synopsis: Renewal of a Special Use Permit (#SP-2015-29 - expired 6/25/2017) to park a work vehicle in his driveway at 2903 Shearer Road, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2018-47 for two years, subject to:

Urban Planning and Land Use Comments:

Below are the stipulations from #SP-2015-29:

1. Approval for two years.
2. Property owner increase shrubbery along west side of driveway to shield truck from public view.
3. A business license must be obtained for this business.
4. What is the proposed timespan of this action?

Applicant Response: Within this year.

5. What landscaping screening measures are in place to screen truck from public view?

Applicant Response: I asked all of the neighbors if they were bothered by having the truck parked in the driveway of my home at 2903 Shearer Road. All of them said that they were not bothered by the truck being parked in the driveway since it did not inconvenience them. One of them even said that they wouldn't be bothered by having the truck parked in the street.

6. When the previous application was submitted, staff was under the impression that the business was not owned by the applicant and that the business was not currently in operation.
 - a. What is the current status of the business?
 - b. Is the applicant the owner of this business?
 - c. If the business is in operation, do they have a business license per the stipulation above?

Applicant Response: The business operates during the weekend at soccer fields in Missouri.

7. It does not seem from photos that any shrubbery was planted along the west side of the driveway to shield truck from public view. Is there an explanation as to why this stipulation was not met? Do you plan on any future landscaping?

Staff Note: Applicant did not respond to this question.

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8. Please provide details as to when the truck is in operation:

- a. How many days in a week does the truck leave the property?
- b. How many times in a day does the truck come to and from the property?
- c. What times of the day does the truck come to and from the property?

Applicant Response: The truck is used on the weekend in Missouri at soccer fields during the youth soccer games.

9. Do you intend for this to be a permanent situation, or are you working to find a commercial property to serve as a permanent location to park the truck?

Per the Business License Division:

We currently find no business registered as operating at that address or by the applicant name. If the applicant is engaged or would be engaged in a business activity from the home, they will need to register and file the occupation tax application with this office. If they are to be an employee of a business and the work vehicle would be used as dispatched to a job site, that business should be registered and filed with our office to conduct work in the city.

Public Works Comments: none.

Staff Conclusion:

The applicant responded to some comments in a meeting with Director Richardson and did hold a valid neighborhood meeting.

June 11, 2018 Staff Update:

The applicant nor his interpreter contacted Janet Parker after the meeting to set up an appointment with Director Richardson. A staff member stated that a couple of weeks after the meeting he was contacted by the interpreter who stated that they had lost the business card and she was given Director Richardson's number, which was called but no message was left. Staff reached the applicant and interpreter on June 1, 2018; they stated that the email listed on the application was not the applicant's email but belonged to someone else that had helped him. Staff was provided with another email and sent all correspondence to the new email address. (Staff has not had any further contact with the applicant.) The applicant has not had a valid neighborhood meeting; and, therefore this applicant cannot be approved.

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Staff still supports its original recommendation of denial of this application for the reasons stated in the staff report.

The Planning Commission has the following options:

1. Recommend denial of the application.
2. The applicant can request that it be held over for one month, so he can have his neighborhood meeting and address the comments in the staff report.
3. The application cannot be approved because a valid neighborhood meeting has not been held.

July 9, 2018 Staff Update:

The applicant submitted a valid neighborhood meeting affidavit and answered some of the staff comments with Director Richardson. If there is truly no neighborhood objection to this truck, then staff recommends approval for one more renewal. However, it should be considered that parking commercial trucks in residential areas is not in conformance with SOAR goals.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2018-47 for two years, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 2 – 18329...SPECIAL USE PERMIT APPLICATION #SP-2018-57 – LUKE OLENICK WITH SUNFLOWER TOW SERVICE, LLC

Synopsis: Application for a special use permit for the temporary use of land for a modular office trailer at 452 South 26th Street, submitted by Robin Richardson, Director of Planning. The previous office was broken into and burned, and this will be a temporary solution until a future plan is developed. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2018-57, subject to:

Urban Planning and Land Use Comments:

1. By what date do you plan on reconstructing a permanent office building?

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Applicant Response: Within five calendar years of taking up full occupation of the modular office trailer. Our business has steadily grown over the past five years, and I expect with a “manned” lot that demand for our services to the community will increase. As business increases, increased revenues will permit building a modern full use office building.

2. Are there any insurance proceeds available to apply to new construction?

Applicant Response: No. I did not submit a claim to my insurance following the destruction by fire of the previous office building. All cleanup was paid for out of pocket. When the time comes to build the new office building, we will most likely seek federally backed SBA style funding.

3. Approval would be for two years.

Conservation District Comments:

1. There is one major soil type identified: Eudora-Urban land complex, rarely flooded. This soil type is considered erodible when the surface is denuded of a protective cover.
2. Fluids that might get spilled in the operation needs to be cleaned up immediately. In rainfall events the contamination can quickly be washed into the storm sewer.

Applicant Response: We have an EPA complaint spill cleanup procedure on file for employees to follow attached to this document.

3. Ideally, there would be a rainfall collection system that could trap any liquid contaminates from leaving the property.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: none.
2. Items that are conditions of approval (stipulations):
 - a. Prior to construction permit acquisition, a valid private on-site wastewater permit is required to be obtained from the Wyandotte County Health Department for construction, alternation, extension, or replacement of private on-site wastewater system.
 - b. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.

3. Comments that are not critical to Engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2018-57 for two years, subject to the stipulations. Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 3 – 18330...SPECIAL USE PERMIT APPLICATION #SP-2018-58 – TOM ELLIOTT AND MERRITT BOLD WITH ALL AMERICAN TRAILER, LLC

Synopsis: Special use permit to sell semi-trailers at 2330 State Line Road, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2018-58, subject to:

Urban Planning and Land Use Comments:

If approved, the special use permit will be valid for two years.

Business License Comments:

If approved, All American Trailer will need to file the occupation tax application with this office.

Public Works and Engineering Comments:

1. Items that require plan revision or additional documentation before Engineering can recommend approval: Engineering comments are listed as stipulations below.
2. Items that are conditions of approval (stipulations):
 - a. The special use permit requires final site plans prepared by a professional engineer licensed in the State of Kansas. Provide a final site plan showing property lines, dimensions to existing building, proposed parking spaces, drive aisles, utilities, contours and/or elevations, etc. in accordance with UG standards and criteria. Further discussion or a meeting with staff may be needed prior to a resubmittal.

- b. The existing parcel is with FEMA floodplain. Show existing floodplain lines, base flood elevation, and floodplain note referencing FEMA map number and applicable information, and existing building floor elevation, etc. on the site plan.
 - c. Please coordinate with Kim Portillo, CFM regarding UG floodplain requirements, as applicable.
 - d. On the site plan, indicate the existing and proposing impervious areas in SF, and indicate net increase in impervious area, even if it is zero or negative SF.
 - e. Any proposed land disturbance activities shall be indicated on the site plan, with the area and SF depicted on the plan or a note indicating no land disturbance activities. If land will be disturbed, indicate applicable erosion control bmps's on the site plan in accordance with UG standards and criteria.
 - f. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to Engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2018-58 for two years, subject to the stipulations. Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 4 – 18331...SPECIAL USE PERMIT APPLICATION #SP-2018-61 – DAROLD BUNCE WITH CROSSWIND FELLOWSHIP CHURCH

Synopsis: Application for a special use permit a temporary storage container for the church at 2101 West 43rd Avenue, submitted by Robin Richardson, Director of Planning. The applicant wants to keep a shipping container in the rear of the property to store classroom materials because the church is out of space and unable to build an addition onto the building. The Planning Commission voted 7 to 0 to recommend approval of Special Use Permit Application #SP-2018-61, subject to:

Urban Planning and Land Use Comments: none.

Public Works Comments: none.

Action: Commissioner McKiernan made a motion, seconded by Commissioner McKiernan, to approve Special Use Permit Application #SP-2018-61 for one year, subject to the stipulations. Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

VACATION APPLICATIONS

ITEM NO. 1 – 18333...VACATION APPLICATION #A-2018-3 – REZEK MUSLET WITH MUSLET LLC

Synopsis: Vacation of an alley between 609 and 631 Central Avenue, submitted by Robin Richardson, Director of Planning. The representative, Wil Anderson of BHC Rhodes, on behalf of the applicant wants to vacate a portion of the alley in between 609 Central Avenue and 631 Central Avenue to connect adjoining properties to continue construction of two commercial retail buildings. The Planning Commission voted 7 to 0 to recommend approval of Vacation Application #A-2018-3 for the following reasons:

1. Due and legal notice has been given by publication as required in this act.
2. No private rights will be injured or endangered by such vacation or exclusion.
3. The public will suffer no loss or inconvenience thereby.
4. In justice to the petitioner or petitioners, the prayers of the petitioner ought to be granted.

Rob Richardson, Director of Planning, said the item before you is the partial vacation of an alley that runs northwest between Central Avenue and the alley to the south of it. The portion being vacated is wholly contained. The vacation request is wholly on the property of the applicant. The vacation request goes up to a new retaining wall which is in front of an old retaining wall. You could never go through this alley because of the wall and the grade separation there. We recommended approval of the alley vacation wholly on this property because you couldn't access any other property from this portion of the alley as it's currently described.

It was requested once, maybe twice before, but it included the whole alley or a portion of the alley adjacent to the adjoining property owner's property, which gave them certain rights related to requesting denial. Those rights don't exist on this particular request and so we've recommended approval.

Wil Anderson, BHC Rhodes, 712 State Avenue, Kansas City, Kansas, said representing Rezek Muslet for the vacation of his portion of the alley. The alley, as Mr. Richardson has said, it's been an on again/off again. You cannot pass through there. Currently, we have development plans going through on that site to clean up that corner. Basically, the vacation or the lack of vacation has held up that application for the development to move forward.

If we get the application approved for vacation, then we'll be able to shoot for and finish off that corner and make it look a lot better.

Mayor Alvey opened the public hearing. I will now ask if there is anyone present who would like to speak in favor of this petition. Seeing none, I would ask is there anyone who would like to speak in opposition.

Chris Kuzila, 601-603-605 Central and 10 S. Tremont, said our son lives in the apartment above 601 and our plumbing business is in 603. 603's the white building on the new roof and the corner building is 601.

We understand from previous hearings and subsequent denials that no action was to be taken on this project until the litigation is done, and that has yet to be fulfilled. Mr. Muslet sued me for, us for adverse possession. That's still February 23, 2016. It's been pushed because of Mr. Muslet's attorney asking to have it continued until January of 2019.

Mr. Richardson said prior that the alley would need not be abandoned, even part of it, since it was already included in the plan. Why now is the reason to abandon this alley? Is it because the new retaining wall is in the wrong place and this is the easiest way to remedy the situation. If that's the case, why not sell it rather than give it to the guy.

On the vacation applications that the legal staff brought up at the Planning Commission, this was handed out at the Planning Commission, number three says the public will suffer no loss or

inconvenience thereby. Well, no suffering a loss – we’re giving up a piece of property rather than selling it to the man.

The city staff did the research of the Kansas statutes for the prior vacation applications, not Mr. Muslet. Owning more than 50% of the real estate surrounded by this public property adjacent to this project, we pray that the Commission deny this request to abandon the alley between 609 and 631 Central.

Mayor Alvey asked is there anyone else who would like to speak in favor or offer any comments. If there are no further questions or comments from the public, I will close the public hearing. Would the petitioner like to make any additional comments, closing comments? No, alright. Do any members of the Commission have questions or comments?

Commissioner McKiernan asked, Mr. Richardson, does the vacation of this alley depend on the outcome of the litigation, hinge in any way on the outcome of the litigation. My understanding is that Mr. Muslet contractor did, in fact, cross a property line that was the initial basis for the litigation. Does that have a bearing on this case? **Mr. Richardson** said I think Mr. Moore should answer that question.

Ken Moore, Chief Legal Counsel, said it’s difficult to know without, I don’t fully appreciate the private litigation. In vacating an alley, the typical result is that the parcels divided, the alley would be divided between the adjoining property owners. Whoever the outcome of that litigation, whatever that is, if they’re an adjoining property owner they would get half of the vacated alley. In that regard, I don’t believe it would make any difference. **Commissioner McKiernan** said because the applicant has the properties on either side of the alley to be vacated. **Mr. Moore** said correct.

Commissioner McKiernan said my initial instinct is to follow the Planning Commission and to say since this alley is entirely contained within property owned by the applicant, to go ahead and overturn. But, if in fact, any aspect of this hinges on the outcome of the current litigation, then I would be hesitant to move forward until I was clear that this litigation had no bearing on our ability to vacate this alley. **Mr. Moore** said if it’s totally surrounded by one property owner, it’s hard to image how it would make a difference.

If one property owner has the property on both sides of the portion to be vacated, there's no benefit to a non-owner. **Mr. Richardson** said I might clarify that previously when that statement was made, it was related to a different type of application that included the whole alley. This application stops right about here. The previous applications either included the whole north side of the alley or came up to the property line.

Commissioner Kane asked, Mr. Moore, does this, would we be affected one way or the other by a lawsuit. **Mr. Moore** said no, we're not a party to the lawsuit. **Commissioner Kane** asked if we vote one way or the other could we get in trouble. **Mr. Moore** said I don't believe so, not that the action can't be appealed in District Court for review by District Court. It'd be the same standards as any other planning and zoning decision, whether it's arbitrary and capricious.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Markley, to approve Vacation Application #A-2018-3.**

Commissioner Bynum said my question is, the motion then would be to approve the vacation application? **Mayor Alvey** said correct.

Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 2 – 18334...VACATION APPLICATION #U/E-2018-4 – MARK CHRISTIAN WITH ACCU-SURV SURVEY COMPANY

Synopsis: Vacation of utility easements at 4807 North 124th Court, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 7 to 0 to recommend approval of Vacation Application #U/E-2018-4, for the following reasons:

1. Due and legal notice has been given by publication as required in this act.
2. No private rights will be injured or endangered by such vacation or exclusion.
3. The public will suffer no loss or inconvenience thereby.
4. In justice to the petitioner or petitioners, the prayer of the petitioner ought to be granted.

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Urban Planning and Land Use Comments

1. What is the purpose of this vacation, will the lots be combined in order to build over the parcel line? There is a house planned to be built over the property line. The property owner will need to consolidate the two lots in order to build in such a manner.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: None.
2. Items that are conditions of approval (stipulations): The County Surveyor makes separate technical review of the vacation and survey exhibit documents and submits comments directly to the preparer of the vacation. Provide revised vacation and survey exhibit documents in accordance with County Surveyor comments.
3. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
4. Comments that are not critical to engineering's recommendations for this specific submittal but may be helpful in preparing future documents: None.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Vacation Application #U/E-2018-4, subject to stipulations. Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

PLAN REVIEW APPLICATION

ITEM NO. 1 – 18337...PLAN REVIEW APPLICATION #PR-2018-19 – MONSIGNOR STUART W. SWETLAND WITH DONNELLY COLLEGE

Synopsis: Preliminary plan review for a building addition and parking at 608 North 18th Street, submitted by Robin Richardson, Director of Planning. The applicant is seeking approval of a preliminary plan review for a 5.02-acre site that currently features an academic building, residential tower, and supporting parking, to be redeveloped as a new academic building, open space and parking deck with surface parking. The Planning Commission voted 6 to 0 to recommend approval of Plan Review Application #PR-2018-19 for everything west of 18th Street, subject to:

Urban Planning and Land Use Comments:

If approved, the following stipulations shall apply:

1. All concrete used for above ground structures must be integrally colored.
2. Any signage must comply with the sign code and be permitted through the Urban Planning and Land Use Department.
3. All streets must have sidewalks and landscape.

Fire Department Comments:

1. Provide plans showing method of providing emergency vehicle access to the structure. Plans to be stamped by a Kansas registered qualified design professional.
2. Provide sprinkler plans for review if structure is to be sprinkled at time of building permit review.
3. Provide location of fire hydrant within 400 feet of structure if unsprinkled, or 600 feet of sprinkled.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: Engineering comments are listed as stipulations below.
2. Items that are conditions of approval (stipulations):
 - a. The sanitary sewer memo shall be P.E. sealed and shall evaluate flow calculations and sewer analysis, i.e. existing and proposed sanitary sewer flows, in accordance with the UG Minimum Design Standards for Sanitary Sewers. The sanitary sewer memo shall also evaluate the capacity of the existing system and determine if any improvements are needed downstream to accommodate the proposed sanitary sewer flows.
 - b. Final development plans shall include final engineering, calculations, studies, and complete construction level drawings with construction notes and details, in accordance with UG standards and criteria and shall be reviewed and approved by UG prior to being placed on the Planning Commission agenda
3. Comments that are not critical to engineer's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve Plan Review Application #PR-2018-19, subject to stipulations. Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

MASTER PLAN AMENDMENT

ITEM NO. 1 – 18340...MASTER PLAN AMENDMENT PETITION #MP-2018-2 – ROSEDALE MASTER PLAN

Synopsis: Master Plan Amendment to the Rosedale Master Plan to include the 47th Avenue Complete Street Plan, submitted by Robin Richardson, Director of Planning. The Rosedale Master Plan includes the recommendation to establish a ‘47th Avenue Cultural Corridor’ on 47th Avenue between Rainbow Boulevard and Mission Road. The Planning Commission voted 7 to 0 to recommend approval of Master Plan Amendment #MP-2018-2.

Mayor Alvey said, again, I asked that this be set aside in order that we could apprise the Commission of the Complete Street Plan. Apparently, there was quite a bit of good discussion at Planning and Zoning. It seemed appropriate for the Commission to see the presentation.

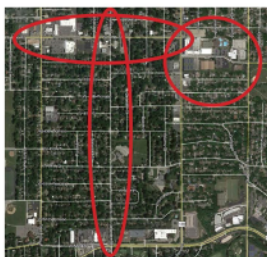
Rob Richardson, Director of Planning, said one of the things that came out of the Rosedale Master Plan was the idea that 47th Street could be used differently than it is today. In conjunction with Westwood we applied for a MARC grant which we received. That resulted in this 47th Street Complete Street Plan. I’m going to ask Thomas Morefield with BikeWalkKC, who developed the plan in conjunction with other consultants in the City and city staff from both cities, to give a brief presentation. I’ll just note that Zach Flanders in our office was the project manager for this. I think they did a great job with it and worked through some issues with the different types of properties along 47th Street.



Thomas Morefield, BikeWalkKC, said I just want to briefly describe for you what is it that we studied, what did we learn, and what recommendations came out of that work.

Project Area

- 47th Street from Rainbow Boulevard in the east to Mission Road in the west.
- Belinder Road between 47th Street and Shawnee Mission Parkway.
- Connections between Rainbow Boulevard and State Line Road



Project Partners

- Westwood
- Unified Government
- Roeland Park
- MARC



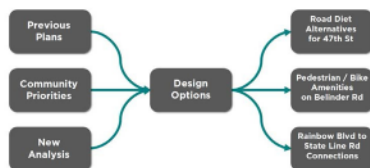
As was mentioned, this process was a partnership between several jurisdictions. It was a Mid-America Regional Council grant, with work and partnership between cities of Westwood, the Unified Government, and the City of Roeland Park.

The geographic scope of the study was along the 47th Street corridor between Rainbow Boulevard and Mission Road, as well as some of the surrounding neighborhood connections.

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Project Goals

- Build on recent planning with the Rosedale Master Plan, Westwood Master Plan, and other efforts.
- Enhance the walkability, bikeability, and livability of the 47th Street Corridor.
- Explore whether a reconfiguration of travel lanes on 47th Street can help to support various community goals for the corridor
- Analyze traffic to evaluate the feasibility of potential design options.
- Explore improvements to connecting areas, including Belinder Road and connections between Rainbow Boulevard and State Line Road.



Our goal with this process was to look at how we could enhance the walkability, bikeability, and livability of the corridor; in particular, to explore whether a reconfiguration of travel lanes along with 47th Street could help us do that. As part of the study, there is an in-depth traffic analysis to look at what sort of impacts on automobile traffic on the corridor reconfiguration of the travel lanes might have.

As I mentioned, we also looked at some of the surrounding neighborhood connections to see how we could better connect the neighborhood to corridor businesses and amenities that are available.

Planning Background



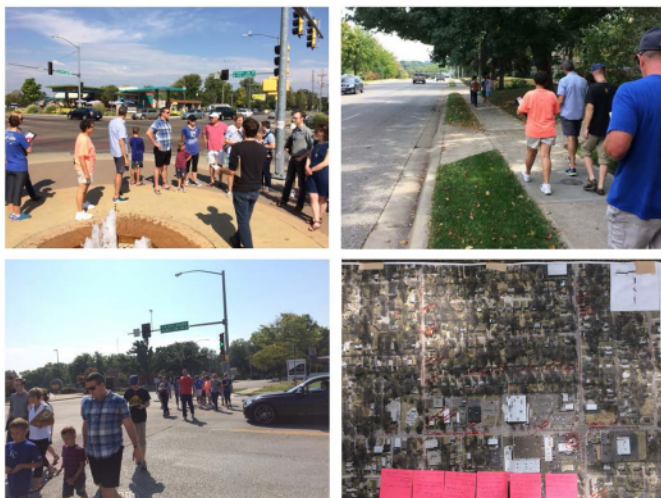
Figure 4.2 Framework Plan Map 1



This process is built on several decades of work and planning by corridor stakeholders. There's been a lot of work that's gone into this corridor. I think you're beginning to see the fruits of those efforts on 47th Street today in terms of the businesses and other improvements that are continuing to flourish there.

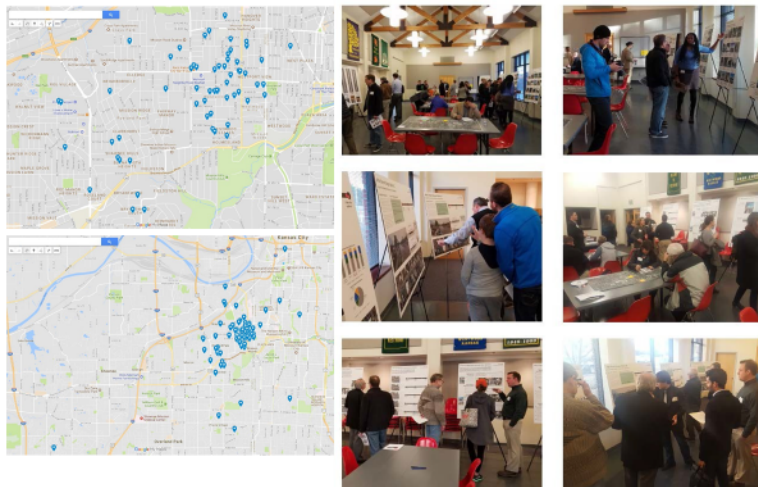
Most recently, the City of Westwood did a comprehensive plan and the Unified Government Rosedale Master Plan both identified 47th Street as an area where potential improvements could support goals for the surrounding neighborhoods.

Community Walk and Talk – Sep. 2017



As we began this process we engaged community stakeholders in a variety of ways. One of the ways we did that was to go out and walk the corridor. We experienced firsthand what it was like to cross the street without a walk signal. We walked along the sidewalks or areas where sidewalks were missing. We enjoyed the shade of street trees or suffered from the lack thereof and had a lot of good conversations about what the corridor felt like today, what people's expectations were for the future, and how it could be better moving forward.

Open House – Jan. 2018



We also engaged people through a public meeting where we presented a lot of our design ideas and solicited feedback, a lot of good conversations about those alternatives and conducted an online survey with several hundred respondents. We had really positive and representative turnout from stakeholders in all of the jurisdictions around the corridor.

Priorities and Concerns



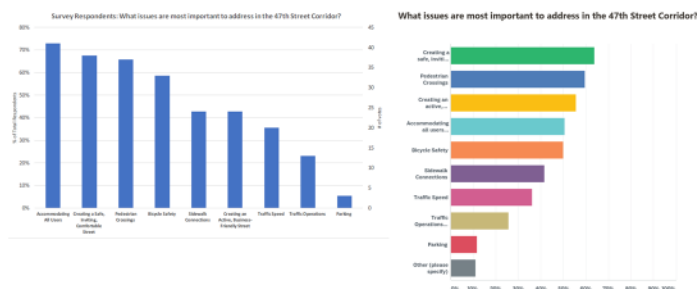
Among the issues that people talk about, I don't think any of these are a surprise for those who are familiar with the corridor, concerns about the speed of traffic, in some cases traffic movements or operations that could be dangerous or feel dangerous in certain situations, a desire to better accommodate all different kinds of users on the corridor, to look at sidewalk connections. There're

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many places where either there's no sidewalk at all, or the sidewalk is in disrepair, or the sidewalk is very close to the street where traffic's moving quickly. That makes it uncomfortable. There was discussion about improved pedestrian crossings, about how to manage parking in an area where new businesses are going in and more and more people are being attracted to the corridor.

A conversation about how we accommodate bus users and bicycle users on the corridor, both of which is used today, but neither of which has any particular infrastructure to support their use on the corridor. Then, a conversation overall of what improvements could be made that could support the business activity and continue the positive progress in the corridor.

Priorities and Concerns

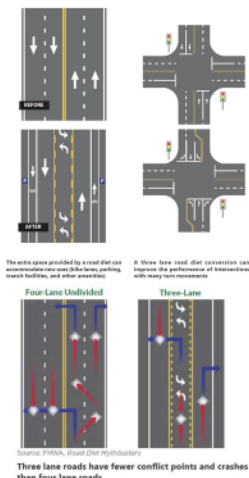


These are a little bit hard to read, but I'll describe them for you, just a summary of the survey.

When we asked people, what are your top concerns both in the public meeting and in the online survey, there was general consensus around a desire to improve pedestrian connections, to improve bicycle facilities, to improve landscaping and street lighting, and to have a corridor that works well for all users. Concerns about traffic flow and parking generally rated less important both online and in person.

Road Diet Benefits

- Many road diets see reduced speeds and most result in less "aggressive" driving.
- Road diets reduce pedestrian crashes by as much as 80%.
- Road diets net an overall crash reduction of 19% to 47%.
- The extra space provided by a road diet can accommodate new uses (bike lanes, parking, transit facilities, and other amenities).
- Because road diets consist mostly of restriping, they are a relatively low-cost approach to calming traffic.
- Because many four lane roads already operate like three lane roads, three lane options can handle the same capacity of traffic more smoothly.

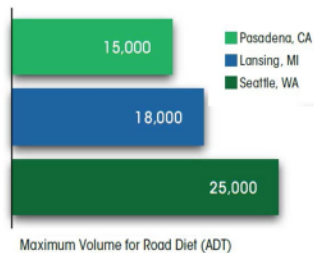


One of the alternatives that we were specifically looking at as part of this process is a road diet. A road diet is essentially a reconfiguration of the road from four travel lanes to three travel lanes where the center lane is a shared left turn lane.

This is an appealing option for a number of reasons, not least of which, it is one of the quickest to implement and least expensive ways to have a major impact on the feeling of a street. For the most part, it can be implemented with paint at a relatively low cost, but the benefits can be significant if a corridor is a good candidate for a road diet. From research and experience around the country we know that a reconfiguration from four lanes to three has a major impact on pedestrian crashes and major impact on automobile crashes, major improvements in safety. In addition, the reconfiguration of the lanes provides us extra space on the road that we can use to accommodate some of those other facilities and amenities that corridor stakeholders said were important to them. If 47th Street is a good candidate for a road diet, there are a lot of benefits that we could see from it.

Is a Road Diet Feasible on 47th Street?

- 47th Street has fewer than 10,000 average daily trips making it an excellent road diet candidate.
- Side streets along 47th are relatively low traffic. Busy cross streets (Mission and Rainbow) are signalized to manage turn movements.
- Because 47th Street is two lanes west of Mission and stops at Rainbow, there are no problematic lane transitions to worry about.



Part of our traffic analysis was looking at whether 47th Street would work. As a rule of thumb, if a street has less than 20,000 cars per day it's a potential candidate for a road diet like this. 47th Street has just under 10,000 cars per day, so it's well in the sweet spot in terms of being able to accommodate the traffic on the corridor with these changes. The configuration of the side streets and how the road diet would transition at the end are both favorable in this corridor. 47th Street checks all of the boxes in terms of a high-quality road diet candidate.

Traffic Summary

- Existing traffic operations of 47th Street are all acceptable with an automobile level of service (LOS) equal to or better than LOS C.
- A road diet conversion from four-lanes to three-lanes would have no significant changes in LOS compared to existing operations.
- A road diet would have the following benefits:
 - Reduced conflict points for left-turning movements
 - Shorter distance for pedestrians and bicyclists to cross vehicle traffic
 - Increased mobility for bicyclists
 - More buffered space between vehicles and pedestrians on sidewalks



We also looked at very specific traffic performance, particularly at the intersections which are sort of where the rubber meets the road in terms of how this would work.

For example, at the intersection of 47th Street and Mission, we saw that a configuration from four lanes to three would maintain the same overall level of service for automobiles through the corridor. Level of service means how congested or not congested the traffic flow is. Currently, the corridor operates at a Level of Service C. It would continue to operate at a Level of Service C after these improvements according to our traffic analysis.

A Level of Service C is, again, a good place to be. It means traffic is operating. The intersection is functioning, but the road isn't completely empty. It doesn't mean that you've overbuilt your infrastructure in a way that resources could be allocated in some other way.

Recommendations – 47th Street Near Term

- Complete a "road diet" on 47th Street, reconfiguring from a four-lane section to a three-lane section.
- Begin with a (mostly) striping project that works within existing curb lines.
- Reallocate new space within curb lanes to buffered bike lanes.



Our recommendations — in the near term we're recommending a road diet on 47th Street, again reconfiguring from a four-lane section to a three-lane section. We're recommending beginning with a striping project that works within the existing curb lines. A striping project is pretty straight forward to do in the near term. It allows you to work out any sort of kinks or issues to solicit community feedback before more substantial infrastructure improvements are made. It also can be implemented with relatively low cost because it primarily paint.

With the extra space that would be available with that lane configuration, we're recommending buffered bike lanes along the corridor. All of these improvements would occur within the existing curb lines of the roadway.

Recommendations – 47th Street Near Term

- Maintain bike lanes through the 47th Street / Mission intersection with no dedicated right turn lane from westbound 47th Street to northbound Mission Road.

- Provides a dedicated space for cyclists
- Reduces the crossing distance for pedestrians
- Improves the turn radius for trucks
- Overall automobile level of service "C" maintained

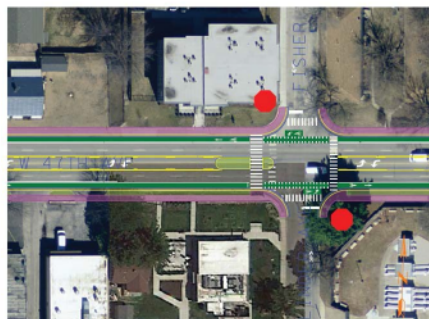


At the 47th & Mission intersection, we're recommending that those bike lanes continue through the intersection. That provides a safe and comfortable experience for cyclists as they travel through the intersection. This was one of our options that reduced the crossing width for pedestrians crossing 47th Street, which was a major concern that we heard from people.

Also, having the travel lanes be located more close to the center of the road helps trucks to turn a little bit more easily. This was an issue we heard, truck turning at this intersection. Trucks have a habit of clipping the utility boxes and poles and other infrastructure on the corridor.

Recommendations – 47th Street Near Term

- Enhance the 47th Street / Belinder Road crossing with four-way continental striping, signage demonstrated to encourage driver compliance, turn queue boxes for bikes, and a pedestrian refuge on the west side.



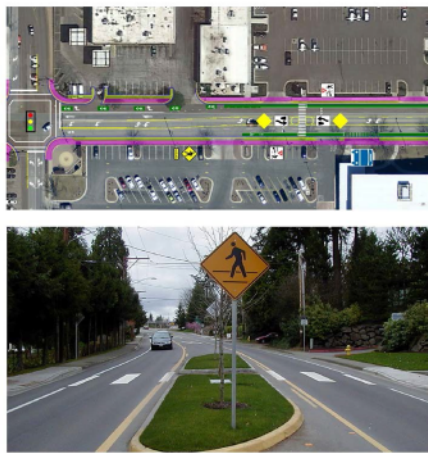
Other improvements in the near term, recommending a center pedestrian island refuge at the crossing of, it's Fisher Street on the Unified Government side, and Belinder Road on the Westwood side, in addition to other crosswalk improvements.

Right now, the only signalized crosswalks where you can cross 47th Street are at Mission and at Rainbow which are a half-mile apart. It's a very long distance between crossings in an

environment like this. Being able to enhance a crosswalk in the middle will have a traffic calming benefit that helps to make the intersection a little bit safer and enhance amenities for people using the corridor.

Recommendations – 47th Street Near Term

- Add a mid-block crossing near Walmart with a pedestrian refuge island that maintains all turn movements, and move the existing bus stop east of the Walmart driveway.
- Incorporate shared bus/bike zones for existing bus stops.



We're also recommending a mid-block crossing near the existing bus stop across from Walmart. This is a place where many people are crossing today. They are walking out into traffic without any protection or improvement. This is an opportunity to support infrastructure that could make the corridor safer and more comfortable for all users.

Recommendations – 47th Street Near Term

Cost Estimate

Design Option A: 3 Lanes + Buffered Bike Lanes

	Length	2,835	Per/Ft Cost	\$50.00
Description	Quantity	Units	Unit Price	Subtotal
Traffic Control	1	Lump Sum	\$15,000	\$15,000
Pedestrian Refuge Island	3	Each	\$1,900	\$5,700
Signal Modifications	1	Lump Sum	\$50,000	\$50,000
Permanent Signage	1	Lump Sum	\$5,000	\$5,000
Pavement Markings	1	Lump Sum	\$28,000	\$28,000
Subtotal				\$103,700
Contingency (10%)				\$10,370
Subtotal of All Construction Costs				\$114,070
Engineering Fee (15%)				\$17,110
Total Estimated Costs				\$131,180

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This is a quick cost breakdown of these near-term improvements with an estimated cost of approximately \$130,000 for everything that I just described as near-term improvements. Those cost, we anticipate, would be shared in some manner between the various jurisdictions participating in the project.

Recommendations – 47th Street Long Term

- As resurfacing or sidewalk reconstruction occurs, or as grant opportunities permit, consider a raised cycle track option in the future.



Typical Section - Existing



Typical Section - Option C



In the long term, there was strong support for more substantial improvements. In particular, looking at a reconstructed curb along the corridor that would provide a raised path for both pedestrians and cyclists that separated from the road, and as I said, above the curb.

These improvements are long term because they're more substantial. They require reconstructing of the curbs. As we discussed with the Planning Commission, we encourage looking at implementation in terms of improvements of opportunity. Where there are new developments or improvements already happening, or in the case of the City of Westwood where they may be considering repairing some failing sidewalks in any case, there's an opportunity of reconstruction is going to occur, or if resurfacing of the road is going to occur already, that these longer-term improvements could be made and could be worked toward.

Recommendations – 47th Street Long Term

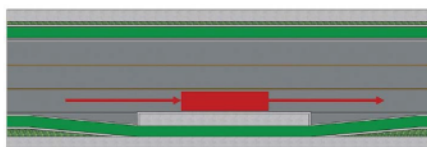
- Continue to explore opportunities for bike lane + turn lane option at 47th and Mission in coordination with adjacent property owners as site configurations and property owner goals evolve over time.



There's also an opportunity to include an additional right turn lane at 47th and Mission. This would require reconstruction of the curb. It could be implemented without loss of any parking or access for the adjacent businesses; however, those improvements we would recommend require additional conversations with those business owners going forward in the future to ensure that any possible modification supported and did not in anyway hinder the operation of their business and people's enjoyment of those businesses.

Recommendations – 47th Street Long Term

- In coordination with transit improvements, street resurfacing, or reconstruction of curbs or sidewalks, incorporate floating bus boarding islands
- Enhance transit efficiency
- Minimizes conflicts between buses, bikes, and pedestrians.



Then, in the long-term, we also look at potential transit improvements. There's an opportunity to look at islands for bus boarding that can both the enhance of the efficiency of the bus service through the corridor and separate bikes and people from bus boarding. It's a safety benefit as well. It's a long-term recommendation because it does require some additional hard infrastructure improvements in the corridor.

Recommendations – 47th Street Long Term

Cost Estimate Design Option C: 3 Lanes + Raised Shared Path

	Length	2,835	Per/Ft Cost	\$520.00
Description	Quantity	Units	Unit Price	Subtotal
Mobilization	1	Lump Sum	\$21,500	\$21,500
Field Office	1	Lump Sum	\$20,000	\$20,000
Erosion Control	1	Lump Sum	\$7,000	\$7,000
Removal of Improvements	1	Lump Sum	\$20,000	\$20,000
Traffic Control	1	Lump Sum	\$15,000	\$15,000
Saw Cut	5,670	Linear Feet	\$3.00	\$17,010
Unclassified Excavation	13,000	Cubic Yards	\$5.00	\$65,000
Embankment	12,000	Cubic Yards	\$4.75	\$57,000
Pedestrian Refuge Island	3	Each	\$1,900	\$5,700
Sidewalk	5,465	Square Yards	\$41.75	\$228,164
Curb and Gutter	6,020	Linear Feet	\$20	\$120,400
Storm Sewer	1	Lump Sum	\$447,860	\$447,860
Signal Modifications	1	Lump Sum	\$50,000	\$50,000
Permanent Signage	1	Lump Sum	\$5,000	\$5,000
Pavement Markings	1	Lump Sum	\$26,000	\$26,000
Permanent Seeding	0.4	Acre	\$2,500	\$1,000
Contractor Furnished Surveying & Staking	1	Lump Sum	\$15,000	\$15,000
Subtotal				\$1,121,634
Contingency (15%)				\$168,245
Subtotal of All Construction Costs				\$1,289,879
Engineering Fee (15%)				\$193,482
Total Estimated Cost				\$1,483,361

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The total estimated cost for these long-term improvements coming out of the plan is a little under \$1.5M. I'll share with the Commission that the City of Westwood who was one of the initial applicants on this project, after the completion of the plan, submitted a grant request to the Mid-America Regional Council for these improvements. It was one of the top scoring road improvement projects on the Kansas side. It has a very high likelihood of federal grant funding to support this project moving forward. Those final projects aren't completely approved at this time, but I'd say the likelihood is very high that there will be federal grant funding to support these improvements in whatever manner is compatible with the goals of all of the surrounding jurisdictions.

West of Mission



Finally, I wanted to share that while the project scope focused on the area between Rainbow and Mission, we're also thinking about what happens west of Mission. This is an area where, on the Unified Government side, there aren't any sidewalks at the moment. There's an uncomfortable ditch with a lot of utilities that makes it challenging to construct a new sidewalk. We're looking at ways to be creative with, again, working within the existing curb lines, with the existing infrastructure, to look at how we can extend pedestrian improvements further west. That's particularly important on the Unified Government side because there's a number of apartment complexes and schools west of here that would benefit greatly from having these improvements extended.

That concludes my presentation. I'm happy to answer any questions you may have.

Mayor Alvey opened the public hearing. Is there anyone present who would like to speak in favor of this? Seeing none, is there anyone who would like to speak against? Seeing none, any closing comments from the petitioner? Any members of the Commission have any question or comments?

I'd entertain a motion and a second. Now, we can consider both of these, E1. and F1., together, one vote. **Mr. Moore** said correct.

Action: Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve Master Plan Amendment Petition #MP-2018-2. Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

MISCELLANEOUS-ORDINANCES

ITEM NO. 1 – 18325...ORDINANCE

Synopsis: An affirming approval of 47th Street Master Plan Amendment, submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-24-18**, "An ordinance affirming the approval of the 47th Street (Avenue) Complete Street Master Plan Amendment." **Commissioner Murguia made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 2 – 18338...ORDINANCE

Synopsis: An ordinance rezoning property at 4141 and 4244 North 67th Street (#3162) from R-1 Single Family District to A-G Agriculture District, submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-25-18**, "An ordinance rezoning property hereinafter described located at approximately 4141 and 4244 North 67th Street in Kansas City, Kansas, by changing the same from its present zoning of R-1 Single Family District to A-G Agriculture District." **Commissioner Kane made a motion, seconded by**

Commissioner McKiernan, to approve the ordinance. Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 3 – 18339...ORDINANCE

Synopsis: An ordinance rezoning property at 5015 Gibbs Road (#3152) from CP-1 Planned Limited Business District to CP-3 Planned Commercial District), submitted by Robin Richardson, Director of Planning.

Action: **ORDINANCE NO. O-26-18**, “An ordinance rezoning property hereinafter described located at approximately 5015 Gibbs Road in Kansas City, Kansas, by changing the same from its present zoning of CP-1 Planned Limited Business District to CP-3 Planned Commercial District.” **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance.** Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

PLANNING AND ZONING NON-CONSENT AGENDA

CHANGE OF ZONE APPLICATION

ITEM NO. 1 – 18327...CHANGE OF ZONE APPLICATION #3155 – KELLEY HRABE WITH PRAIRIE FIRE DEVELOPMENT GROUP

Synopsis: Change of Zone from A-G Agriculture District to TND Traditional Neighborhood Design District for a mixed residential development at 10700 Lathrop Avenue, submitted by Robin Richardson, Director of Planning. The applicant is requesting to build 159 residential lots to build a mixed residential development, which includes single-family homes, semi-detached villas and three multi-family buildings on 42.17 acres. The proposed development is comprised of 70 single-family homes (22%), 88 duplexes (44 units) (14%), and three multi-family buildings (162 units) (50%). The total unit count is 320 units compared to the previous plan for this area that had between 150 and 200 units. The Planning Commission voted 5 to 1 to recommend approval of Change of Zone Application #3155, 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, the check will be ready when needed.

2. Explain how this proposal complies with the Prairie Delaware Piper Master Plan Mixed Use Residential Guidelines and Design Considerations in the attachments.

Applicant Response:

- a. The proposed development is a mixed-density development exceeding 25 acres. The site plan includes a variety of mixed density housing types including multi-unit, duplex, town homes and villas with a variety of bedrooms. Dwelling units are grouped and clustered by type on blocks of varying size, and oriented toward a traditional street grid. There is a variety of scale and density of dwellings on each block to create a cohesive, traditional neighborhood feel. The variation in unit types and scale avoids the monotony typically found in standard suburban tract subdivisions.
- b. We have established a consistent architectural theme that ties into the agricultural programmatic component of the proposed development. The design takes a modern spin yet respects and honors the historic Kansas farmhouse vernacular through architectural massing, form and materials. Homes typically will be aligned within 20 feet of sidewalks, forming a comfortable, human-scaled urban form. Front porches and patios will encourage neighborly interactions.
- c. The site plan proposes connections to the park being proposed by the UG, as well as typing into the infrastructure improvements being made along Hutton Road. The original site plan on which the preliminary plat is based included a traditional axial grid to create a walkable neighborhood area, with interior streets connecting the project site to another development node, across a stream to the east as well as to the more suburban street patterns across Georgia Avenue.
- d. The development features attractive dwellings with variety in massing and façade details. Additionally, the TND proposes a palette of standardized traditional colors that will allow for further differentiation of buildings, in a modern style that is distinct from but complements and harmonizes with surrounding development.

- e. The TND also has established a landscape palette and standards to be used throughout the development. Buildings will be complemented by surrounding gardens, xeriscape landscaping, and street trees. Extensive landscaping defines outdoor public spaces including a garden, community center and market area. Residence areas and shared common facilities are bounded by continuous landscape buffers, walking path connections, and landscaped screening of parking area.

Staff Response: The applicant's response does not address the Prairie-Delaware-Piper Master Plan. It should address density, amenities and square footage of homes.

- 3. T zone T-2 and T-3, the parking regulation is two off-street parking spaces for each dwelling unit. Based on the design manual, the development is proposing 1.5 parking spaces per unit. A deviation in the parking regulations require a variance from the Board of Zoning Appeals. In previous discussions with staff, the garage and parking stall in the driveway complies with the two off-street spaces per unit.

Applicant Response: Provided that the garage and driveway parking stall are deemed to comply with the two off-street spaces required per unit, a variance is not required from the parking requirements. The deviation was suggested in the design manual because it is typical for senior/age restricted developments to have a reduced parking requirement.

Staff Response: Garage and driveway parking complies with the Code so long as a car in the drive does not block the sidewalk. This would appear to be an issue for parking.

- 4. Exterior "menu board" signs or "A" frame signs are not permitted in the TND T-1, T-2, T-3 or T-4 zones. These signs are permitted in T-5 and T-6 zones, a maximum of 12 square feet, five feet in height and minimum four-foot sidewalk clearance.

Applicant Response: We will restrict menu board and "A" frame signs to the T-5 zone and community building area. The sign standards will be revised to meet the T-Zone standards indicated in your comments for size and sidewalk clearance.

- 5. Within the Piper Village TND Design Manual, goats are mentioned as a possibility on the southeastern portion of the development. To keep livestock on the property, other than chickens, a minimum of five acres is required. Between one acre and five acres, a special use permit is required.

Applicant Response: We do not anticipate goats being on the property. Regardless, no agricultural uses that violate the zoning or UG ordinances would be allowed on the property. The property operations would comply with all zoning and ordinance regulations.

6. Will the pool, communal kitchen, and fitness room be within the clubhouse?

Applicant Response: The pool will be exterior adjacent to the clubhouse; the communal kitchen and fitness room will be in the clubhouse.

7. How will storm protection be provided for the residents in the development? Sec. 27-340. Any new residential use, for multi-family development or single-family residential development for which a preliminary plan/plat application is approved by the Planning Commission, shall contain an area for storm protection. Such area may be a room or space, such as a basement, a structure complying with Federal Emergency Management Agency Publication 320 ("Taking Shelter from the Storm") or Publication 361 ("Design and Construction Guidance for Community Shelters") or subsequent updates thereto shall comply with this requirement. For residential uses designed specifically for occupancy by those age 55 and over, the basement, safe room, or community shelter must be within the structure where the dwelling unit is located or within 15 feet of the structure in question and accessed under roof.

Applicant Response: Once architectural plans proceed into design development and construction documents, provisions for the code required storm protection will be made in each type of structure pursuant to the code section below. We anticipate this is necessary to be granted building permits for structures.

8. Architecturally, the final design must resemble the pictures of actual units shown and not the sketches. Further design on the apartments must be submitted to the full Planning Commission for review prior to final plan review.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: none.
2. Items that are conditions of approval (stipulations): Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineer's recommendations for this specific submittal but may be helpful in preparing future documents:

- a. A final development plan will need to be approved by UG staff and the TND board. Final plans require construction level drawings and final engineering design in accordance with UG standards and criteria. Further discussion with staff may be needed.
- b. Final development plans will have to be approved before going to Planning Commission and/or TND Board with approval to obtain construction permits. This will include final engineering, calculations, studies, reports, and complete drawings with construction notes and details in accordance with UG standards and criteria.

Preliminary Plat:

1. Items that require plan revision or additional documentation before engineering can recommend approval: none.
2. Items that are conditions of approval (stipulations):
 - a. Final development plans and a final plat will have to be approved by UG staff and Planning Commission prior to construction permit acquisition. This will include final engineering, calculations, and complete drawings with construction notes and details. The Final Development Plans/Plat must meet the requirements of UG standards and criteria.
 - b. The County Surveyor makes separate technical review of the plat and submits comments directly to the preparer of the plat. Provide revised plat in accordance with Engineering and County Surveyor comments.
 - c. Final development plans and the final plat shall include a separate public improvement plan set for the proposed public sanitary sewer improvements in accordance with UG standards and criteria. Further coordination with UG staff and Water Pollution Control is required.
 - d. All public sanitary sewer will need to be in an easement meeting with the UG standards and criteria (minimum of 15 feet wide or the depth of the sewer, whichever is greater). Check UG standards, checklists, and criteria.
 - e. Final development plan shall require a KDHE sewer permit extension application to be provided.
 - f. Final development plans and the final plat shall include a separate public improvement plan set for the proposed public street and storm sewer improvements, in accordance with UG standards and criteria.

- g. Final development plans/plat shall include retaining wall calculations, details, and construction plans signed and sealed by a Professional Structural Engineer registered in the State of Kansas in accordance with the UG standards and criteria. Please review and comply with the online retaining wall checklist. These requirements are for all types of retaining walls, including modular block or premanufactured walls, and reinforced concrete walls.
 - h. Final plans shall address the recommendations of the Traffic Impact Study for the Piper Village Development. The developer/engineer shall also provide the UG with a memorandum on the decision to close off access of New Market to Leavenworth Road. It should be noted that the UG has already conducted studies for improvements on Hutton Road and Leavenworth Road intersections. Also, the UG is adding left-turn lanes for the northbound/southbound traffic as part of the ongoing Hutton Road improvement project with future traffic signal at Hutton and Georgia and possible lane configurations. Please coordinate with UG Public Works, i.e. the County Engineer and the City Traffic Engineer, which may be required prior to a resubmittal for final plans regarding the Traffic Impact Study for Piper Village Development.
 - i. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to Engineering's recommendations for this specific submittal but may be helpful in preparing future documents: none.

Staff Conclusion:

The applicant has worked with staff to clarify and address issues related to parking, traffic, and sanitary sewers. For final engineering to be approved, a final plat review must be submitted, which includes full civil drawings (grading, erosion, sanitary and storm sewers, retaining wall plans). The TND Design Review Board must review and approve the architecture prior to the DRC submittal and the building permitting process.

Additional Stipulations Added at City Planning Commission Meeting:

- 1. This will be an age restricted 55 and older community that is maintenance free.
- 2. On the Piper Village Plat they convert Tract A to a lot and will transfer to the owner to the north.
- 3. They will comply with the chart on page 19 of the staff report for the percentage of unit mix and only 24 units can be apartments and the rest of the chart stated on that page.

Rob Richardson, Director of Planning, said while Zach's moving the map around to this area, it's located on Hutton Road just south of Leavenworth Road. It's adjacent to where the new park and fire station will be built on Hutton Road. It was approved, I believe, in 2006 or 2007 as a traditional neighborhood design, but then the recession happened, and the development never went forward. Mr. Hrabe's group has come forward with a plan to use part of that old infrastructure and do a new plan. It's a little bit higher density, but it's a 55 and over age-restricted market rate community. With that, I'll let Mr. Hrabe speak to his project.

Kelly Hrabe, 416 West 62nd Street, Kansas City, Missouri, said this is a project we invested in, purchased the land last October, and have had a few community meetings on this. We have looked at it a couple of different ways. What we're proposing to do now is a 55 and older maintenance-free community that's going to consist of for-sale and for-rent product in a configuration of duplexes, villas, and single-family homes. We're looking at two-bedroom, three-bedroom units.

I think some of the concessions we made with the Planning Department here was initially we were going to come in with a couple of apartment buildings. We've gotten rid of those and we're really focusing more on the duplex and triplex and villa models.

Really not much more beyond on that. We're really excited about this project, have a lot of interest, have a lot of people already calling us about getting on our wait list either to purchase or for rent. I can answer any questions or concerns you may have at this point.

Mayor Alvey asked is there anyone who would like to speak in support of this. Seeing none, is there anyone in opposition who would like to speak? If there are no further comments or questions, I'll close the public hearing. Will the applicant need to make any closing comments? I'd entertain questions or concerns from the Commission.

Commissioner Bynum said I appreciate the project and all the work that's been done on a lot of fronts to bring this tonight. I just have a comment. You heard it when you very first met with Commissioner Kane and I, and that is that lighting is a must, an absolute must. You can't build 55 and over housing and not put street lights up. It's not going to happen. **Mr. Hrabe** said sure, absolutely. The infrastructure will be to City standards, Unified Government standards, so we will

definitely have lighting and a very strong amenity base here with all the improvements going on on Hutton Road, as well as central amenity with a clubhouse, swimming pool, those types of things.

Commissioner Bynum said I appreciate it, and I just want to say, it's sorely needed in the community. We really appreciate that you're bringing the project.

Commissioner Kane said you know, there are a lot of rumors about your project. **Mr. Hrabe** said I know. **Commissioner Kane** said you did a good job of squelching some of them. There's still lots of concern out there. **Mr. Hrabe** said you bet. **Commissioner Kane** said we're going to hold you to the 55 and older. **Mr. Hrabe** said absolutely.

Having been involved with at least three 55 and older projects out in this part of the Unified Government and investing in a lot of them, and then putting a lot of time in them over the last ten years, we see a very strong opportunity for the market here. Our market study shows, at least in this quadrant of the metropolitan area, there's a need for 3,000 of these units. We're proposing to do approximately 230. We're not even tapping, I think, the market potential out here.

The access, the visibility, the amenities, we're just real excited about this project. To be able to take something that started ten years ago and kind of set here and just kind of withered on the vine so to speak, and we're happy to be back here and make this investment and make a long-term investment in this community and address a demand that's out here, very strong. Looking forward to continuing to do that.

Commissioner Kane said so far, you've been really good. If you give us some more green space that would be even better. **Mr. Hrabe** said you bet. Actually, as a side note to that, our kind of concept here is to integrate a lot of green area, walking trails. We're planning on putting in a few orchards, maybe some vineyards, little farmer's market. We're trying to really redefine — as I just turned 50 this year, really defining what 55 and over means. **Commissioner Kane** said you're going to qualify in five years. **Mr. Hrabe** said I can live here in about five years, which is kind of sad.

We really want to capitalize on what 55 and older maintenance free communities mean in this current market we're in, and its active lifestyles. There're people that want to get out in the environment, socialize with one another. I think with our design, with the branding and the marketing and our partners, the types of things we want to integrate here, I think's really going to create a community that's different than anything that's offered in the entire metropolitan area. Not

only are we going to be able to satisfy the current demand within the Unified Government, within Wyandotte County, we can certainly bring in demand from outside of the market. Bring more folks into the county.

Commissioner Bynum said one more brief comment, and that is that to the 55 and over piece of this, the HOAs and the covenants and such can provide legal, you already know this, I'm saying it more for the public, can provide the legal authority to hold true to the 55 and over. **Mr. Hrabe** said absolutely. **Commissioner Bynum** said that can be codified. **Mr. Hrabe** said absolutely. **Commissioner Bynum** said it carries legal weight. **Mr. Hrabe** said absolutely. **Commissioner Bynum** said just so the public has confidence that measures can be put in place that keep you at your word. **Mr. Hrabe** said absolutely. Whether it's a for-sale product that we do or a for-rent product, whoever purchases here or leases here, it's going to be into their covenants and restrictions that they have to follow the rules of the community, and if they don't, there are other measures we can take. **Commissioner Bynum** said there are severe consequences that can be paid. **Mr. Hrabe** said absolutely.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Philbrook, to approve Change of Zone Application #3155, subject to the stipulations.**

Commissioner Philbrook asked I know that you're going to be active out west. I know that you're definitely going to be active down east. District 8 would really like to have 55 and older as well. I'm putting this out to the whole universe. We would like to have market rate 55 and older and I have spot where I would like to put them. **Mr. Hrabe** said you bet. We've made a lot of investment in this community. We're getting ready, I think we're on the agenda later with a Land Trust property to do a project in Commissioner Johnson's district. We're very bullish on Wyandotte County. I think there's a great opportunity here, not only out west, east, but there's a lot of momentum in what we do, not necessarily in the 55 and older market, but also in the workforce housing market. We're here. We're a proven entity and we're committed. We're looking for more opportunity.

Commissioner Philbrook said I can guarantee you there's plenty of folks who have left the county who didn't want to. **Mr. Hrabe** said absolutely. **Commissioner Philbrook** said let's bring

them back. **Mr. Hrabe** said we hear that. That's why we bought these 48 acres here and are looking very forward to getting developed.

Roll call was taken and there were ten "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

SPECIAL USE PERMIT APPLICATION

ITEM NO. 1 – 18332...SPECIAL USE PERMIT APPLICATION #SP-2018-62 – MARTHA MEDINA WITH MANHATTAN BAR & GRILL, LLC

Synopsis: Special use permit for a restaurant/drinking establishment with live entertainment at 812 South 12th Street, submitted by Robin Richardson, Director of Planning. The applicant is requesting a special use permit for a drinking establishment, restaurant, and live entertainment venue at 814 South 12th Street. This property was approved for a parking variance (#2223) on November 14, 2016 and a Special Use Permit (#SP-2016-73) for a drinking establishment on December 1, 2016. This building was previously a drinking establishment and was closed in 2013. The Planning Commission voted 5 to 2 to recommend denial of Special Use Permit Application #SP-2018-62 due to the non-conformity of the use with the surrounding land use and the potential of being a nuisance and the inadequacy of the parking.

The staff does not agree with the recommendation of the City Planning Commission. The staff recommends approval for one year with the additional stipulations added to the staff report.

1. Doors and windows will be closed during live entertainment.
2. There will be trash pickup crew every evening that makes sure there is not excessive trash on Taylor, Pennsylvania and 12th Street after closing.
3. They need to commit to calling the police if their patrons are congregating offsite and/or using the restroom in the alley.
4. There needs to be operable security cameras and lighting in the parking lot, alley and frontage from the day the place opens and they need to make those recordings available to the police. If the police come to him and say they need something from the cameras, and

they are not working that day, he would ask the Board of Commissioners to revoke the special use permit immediately.

5. No outdoor events.

Urban Planning and Land Use Comments:

1. Photos: Please provide photos of the exterior and the interior of the building. The photos from the previous applicant are included in the staff report.

Staff note: See attachments for new photos.

2. Hours of Operation: Hours of operation shall not exceed 10 am – 2 am daily.

3. Safety and security

- a. Please provide a security plan documenting how you will ensure safety and security of the patrons and the public.

- b. A previous establishment at this location had problems with “violent offenses as well as rampant drug usage” according to the Kansas City, KS Police Department. How do you plan on preventing these problems at your establishment and protect the safety of your customers and surrounding neighborhood?

Staff note: See attachments for security plan.

- c. Applicant must employ a card scanner for live entertainment events.

4. Noise concerns: Doors and windows will remain closed when entertainment is provided in order to mitigate noise.

5. Architectural Standards: Building façade must be kept in good repair. Windows and door must be kept in good repair.

6. Landscaping and Screening:

- a. Parking must be screened from adjacent streets by walls, shrubs, trees, or other design elements. (Sec. 27-575 (e) (4).

1. 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.

2. Two trees are required to meet landscaping standards. The applicant for #SP-2016-73 planted two trees to meet this requirement. Trees must remain and be healthy or replaced.

Rob Richardson, Director of Planning, said the crux of this is the neighborhood is very concerned about parking and trash. This facility has had this type of historic use, but I think that was the crux of the vote. There was a motion to approve that failed with a tie vote and then there was a second motion of denial that was approved 5 to 2. That's how it comes to you this evening.

Pearl King, 827 Armstrong Avenue, Suite 200, Kansas City, Kansas, said I'm here on behalf of Manhattan Bar and Grill. The owner, Martha Medina, is here with me also this evening. As Mr. Richardson stated, we were before the Planning Commission on this property.

There has been no licensed business at this location since 2013. There was a parking variance that was obtained in November of 2016 and a special use permit granted December of 2016 by another person. They were unable to obtain their additional licensing, so the business never opened.

When Ms. Medina went to look for property, she did her due diligence and looked for property that was correctly zoned, that the business was for the same use that she intended it, a bar and grill. She had spoke with Planning and Zoning, knew that this property had received a special use permit in the past. She proceeded to make her investment, purchased the property, and also intends to reside in the apartment that's above the restaurant and bar.

Staff had recommended approval of this special use permit for a one-year period. I would also be in agreement with staff. You find that a business is more successful, its operation is smoother, and it fits in with the community better when it's well regulated, when it is well operated. Ms. Medina comes here not as someone who just has a fluke idea. She's operated restaurants and bars in the past. She knows what it's going to take. She has, at the suggestion of Mr. Richardson and staff, went around and talked with some neighbors, even after the denial. She's committed to this property. She's already invested a significant amount of money, upwards of \$25,000 at this point, with a significant amount of that, \$15,000 being invested in kitchen equipment and repairs.

Unlike what has been portrayed by, and believed to be by some of the neighbors, this isn't a night club. This is going to be a restaurant, a bar and grill, with a full menu. I have a copy with me and one also for staff of the proposed menu. It's three pages. We're not talking about just bar food. We're looking at a full staffed menu for lunch and dinner.

The entertainment that we'd like to have would be on the weekends, Friday, Saturday and Sunday. It would be in the means of a DJ, karaoke, occasionally a live band. For the most part, when it would be live it would be more of an acoustic and not an electric.

I know that two of the main concerns, always when you're dealing with alcohol and entertainment specifically, is safety and security and the noise involved. There are some cameras and lights on the premises. Before we'd open we would make sure that there was full lighting, operable cameras that would cover the parking area, the front of the building, and also this back alleyway.

I do know that there have been, in the past the businesses in there did not have a good reputation. I know that there's other bars in the area. I just don't want Ms. Medina's business and her plan to be judged by what other's actions were in the past. I think giving her a permit for one year would give her the opportunity to prove herself, prove her business, and also let the neighborhood see that a bar and restaurant can co-exist in a residential neighborhood and be a good addition to that neighborhood and a good member of the community. That is exactly what we would like to do.

I'd be glad to answer any other questions that you might have. I'm very familiar with Ms. Medina and I've worked with her for over nine years.

Mayor Alvey opened the public hearing. Is there anyone present who would like to speak in favor of #SP-2018-62?

Rolf Ibarra, 1262 Osage, said I know Martha. She's been a good business, she's been having a good business for a while. Like I said, I live just right around the corner. I don't see anything wrong with opening another business in there because the bar on the corner, they don't let us in. The other bar, I don't like it. I think it's a good idea to let them open the business for a lot of reasons for taxes, for business. I don't know, really, exactly what to say, but I think it's a good idea to let them run the business again. It's been a bar since '79, since I remember. That's all I got to say.

Mayor Alvey asked is there anyone from the public who would like to speak in favor. Please come forward, state your name and address.

Abigail Ibarra, 1262 Osage, said why I just want to say I think this is a good idea for the community. I will be working with Ms. Martha as a cook. I like the fact that I only live, I would live about a

block and one-half away. She brings business into the community and, you know, a fun, family atmosphere where we could go hangout and just have some good food, music and drinks. Why not?

Mayor Alvey asked is there anyone else who would like to speak in favor. Seeing none, is there anyone who would like to speak on this item in opposition? If so, please come forward to the podium, state your name and address. Please limit your comments to three minutes.

Larry Sprang, 1111 and 1115 Pennsylvania, said we just moved back here. I'm a Bishop Ward graduate, born and raised here, Class of '84. Moved away for a lot of years. Came back to find a really great community down here. One thing we don't need is another night club that's open until 2 a.m. in the morning disturbing everyone in the area, trash, violence.

Parking is a big issue, as your staff has noted. We had some conversations with the Fire Department. There are two streets they could possibly park on, Taylor and Pennsylvania. If they try to park on the other side of Pennsylvania, there's no crosswalk unless you go to Osage. All of those streets can only have parking on one side of the street and still allow access for emergency vehicles. It's not posted that way, so if they're going to allow this to happen, it probably needs to be posted because people coming to the bar and restaurant are not going to know that they can't park on both sides of those streets and block all of the emergency vehicle access.

There's residents upstairs so the few spots that they do have are going to be taken by that. I assume they're going to have no handicap parking because there's none slated there right now. Those are all parking issues that are going to arise.

None of the residents, for the most part, on Taylor or Pennsylvania there have off-street parking, so they rely on that parking. As you can see, there's quite a few vehicles on there even in this picture, rely on parking on the street for their houses which makes it difficult to put another — I don't know what their capacity's going to be. At the other meeting they stated 150. Even if it's only 50, 20 or 30 cars trying to park on those two one-way streets.

The bar issue, we have no problem with another business. We'd love to see another business in our area. I feel for her that she's invested money into it. We have no problems with her as a person. We just don't want to see another 2 a.m. bar. We've got one you can actually see in the top of that picture, half a block away. Two more down the road. The two down the road have zero parking and there's all kind of issues with that. They park on the sidewalks.

My other suggestion would be if they want to open a restaurant, does it need to be 2 a.m.? Can we have this be a 10 a.m. normal type restaurant situation? The 2 a.m. part of it is a real problem when people are coming out of the bar at that time of night disturbing the residents.

That's really it. I stated my piece.

Camile Arriaga, 1216 Taylor, said usually in the past before 2013 when Cici's Bar and Grill, they called it bar and grill, but it was Cici's Bar, was open they usually parked on our street which was, like I said, Taylor. My concern is all of the parking space. They only have about five parking spaces in that property where the Manhattan's wants to open.

Also, where are all the smokers going to be at? Are they going to congregate on the sidewalk? Now all the people and the families that live on Pennsylvania and Taylor when they want to cross the sidewalk or whatever, they're not going to be able to because the smokers as it is now at the Casino Bar on Osage, they're congregating on the sidewalk. People have to avoid that because there's usually three or four smokers congregating there with their patio furniture.

My concern is the sidewalk and all of the parking spaces that are going to be used. They only have five. Ms. King said that the capacity is 150. Let's say only 50 cars came, where are they going to park, and the trash and the bottles.

I'm asking the City to please post those signs, so the emergency vehicles can come to our house. I have an elderly uncle that lives at 1230 Taylor. We've had to call the ambulance this year when he had a major stroke. If the bar had been opened and cars had been parked on both sides, I don't know how the ambulance would have arrived. For that reason, I'm asking to please post signs, for the City to post signs. I don't know who do I go to, contact about those?

Mayor Alvey asked anyone else like to speak in opposition?

Mr. Sprang said I forgot to turn this in. We have signatures from about seven or eight other numbers that weren't able to attend that are opposed as well.

Mayor Alvey said seeing none, I will close the public hearing. Any comments or questions from the Commission?

Commissioner Burroughs said this is a question of staff. The question was raised about the streets not being marked, only one side I believe, that was mentioned. Have we sent anyone down there to see if the department could deal with that? **Mr. Richardson** said we have not. That was the first time that I received any comment from the Fire Department on this. I'm not sure when that was made or where it came from, but we can certainly do that.

Commissioner Burroughs asked is there an area for the public smoking concern that was brought up that would inhibit or prohibit the movement of pedestrian traffic through that area. **Mr. Richardson** said outside of their parking lot or in the alley, I think they would probably be on the sidewalk as described.

Commissioner McKiernan said they only five spaces. **Mr. Richardson** said correct. **Commissioner McKiernan** said there was a variance given in 2016 for another operation that was going to start. The variance was for what? **Mr. Richardson** said to allow the operation of a very similar use with the five spaces that are on site. **Commissioner McKiernan** said with all the rest being street parking. **Mr. Richardson** said correct. The variance is still valid.

Commissioner McKiernan said that was my question. Is the variance carrying over to this new owner and new use? **Mr. Richardson** said yes. **Commissioner McKiernan** said I guess my big question is the same as Commissioner Burroughs. If, in fact, Taylor which is a reasonably narrow street, is too narrow for two sets of cars and emergency vehicles, then I think that would be a tremendous concern and disservice to the people who live on Taylor.

The hours of operation have been brought up. Has there been any discussion, is there any consideration of having hours that don't extend until 2 a.m.? **Mr. Richardson** said I think the applicant would be best to address that.

Ms. King said I spoke with Ms. Medina about other options that might appease the neighbors. I know that the special use permit that was granted in 2016 was identical to ours, with the exception of the entertainment. We would be willing to withdraw the annual entertainment license and just have it as a bar and grill, a restaurant drinking establishment, with no entertainment, that would be exactly what was approved in 2016.

I did want to clarify one thing. It was brought up, I think it was Commissioner McKiernan, that this is a different use. This is exactly the same use that this building has had since, I believe, the 1970s. It isn't a change of use.

I also, again I want to reiterate, and it's not that I don't understand where these concerns are coming from, but I'm continuing to hear about other bars, about the Casino bar and other locations. I really would like this to be judged on the merits of this applicant at this time. Again, I believe that staff was correct, and I would agree with them, that granting a one-year permit with the stipulations, and again we would agree to drop the entertainment portion of this, I think it would be much more befitting than having a building that sets vacant.

We would be willing, I know that when the parking was brought up before Mr. Richardson also pointed out various areas where there could be parking where there's not residents. This is the first time I've heard the issue about the parking on one side of the street. Our understanding was that we had met the requirements needed for parking. That was my understanding from the report from staff as well.

Commissioner Bynum said, you know, we hear a lot of stories about people who purchase property that they want to do something with it and they didn't check to find out if they could before they made the investment. That doesn't sound like the case. She did check if she could use this parcel. Our record indicated the answer was yes. We can't hold her to that this time. **Mr. Richardson** said, Commissioner, she was told she had to get a special use permit and that's a public process. **Commissioner Bynum** said I understand. **Mr. Richardson** said yes, that's a qualified yes.

Commissioner Bynum said I do understand that, but the record and the history of the location would lead her to believe that that was reasonable being that one had just been approved less than two years ago. **Mr. Richardson** said correct, I agree. **Commissioner Bynum** said if I were looking to purchase a piece of property and I saw an approval for a special use permit less than two years ago, I might also believe that was an investment I could make. We can't hold her to that.

I'm concerned about the width of the street like Commissioner McKiernan is. I think that we had a neighbor say we want to make sure we direct you properly to staff that can help. There's a process. There's an application you can make for changes in your streets. We want to make sure that we communicate with you about that.

I'm wondering about the possibility of setting any sort of conditions for approval to let her have a chance to operate her business. I don't know what those might be that this body would agree to. I think the elimination of the entertainment might be helpful. I'm hoping we can come to something that this body could allow at least a one-year opportunity, maybe with stipulations that

allowed us to put a halt to that were we to have a report prior to one year that those stipulations weren't being met.

Mr. Richardson said, Commissioner, on pages five and six of the staff report are the conditions under which we recommended approval. **Commissioner Bynum** said okay, when it was at Planning? **Mr. Richardson** said yes. **Commissioner Bynum** asked do those include taking away the entertainment piece of this. **Mr. Richardson** said no. **Commissioner Bynum** said we could add that. **Mr. Richardson** said correct. **Commissioner Bynum** said I'm looking for participation from my end.

Mr. Richardson said I don't know that we need to have them go talk to the Street Department about that. I would follow up on that and see if it needed to be marked one way or parking on one side only.

Commissioner Bynum said the only other comment I have is, I could be wrong, and I don't know if it makes it right or wrong, but it strikes me that there is a lot of businesses in Armourdale that don't have a lot of parking. **Mr. Richardson** said that's accurate. **Commissioner Bynum** said so it's not necessarily different. I'm looking for my commissioners to participate in the conversation about whether they're comfortable with giving the one-year chance with an added stipulation that what was brought forward by staff.

Commissioner Burroughs said, Commission, just for clarification. The parking issue I was hoping that, and I believe Mr. Richardson made comment, to have the Street Department go down and verify the one-way parking, one side street parking, to ensure that we can get signage up down there, maybe that will help eliminate. This is an area where it's going to provide jobs for the local community. It's another facility that'll be working and serving food in the community. It's an investment in the community. I'm not one to say what would make it work or not. The entertainment, that would be on management. I just hate to put criteria in place when a proposal came forward and it was initially granted. In trying to accommodate a parking issue, they're wanting to change a business plan. That concerns me. I want to see them be successful. They open a business, I want to see them succeed. I would just hope that we would give consideration to the variance that's already been granted and the business that's been granted in the past with no problems.

Commissioner Townsend said just listening to the discussion I had a couple of questions. One, even though that I know that there had been, I guess, a permit in the past, it didn't sound like the person received it actually went through with it. I'm just curious what the thought process was if there were already bars in the area why this seemed to be a good idea to come. I'm just curious about that.

Also, if the owner's willing not to have live entertainment, is it still necessary to be there until 2:00 in the morning. The menu looks delicious, by the way. Still, why would you need to be there so late? I think there should be some consideration. Also, as much as we all want to see businesses prosper, the heart and soul of the neighborhood are the people who live there. I'm curious as to those questions.

Ms. King said I'll try to address some of that. I actually work, one of my areas that I specialize in is liquor licensing in the State of Kansas. It can be quite a convoluted affair. As I'm sure all of you know, the statutes change every year in July. I have to stay on top of that.

We've always, and when I saw we I mean Kansas City, Kansas, especially bar and restaurant owners, have always had to compete with Missouri. Everyone of the bar and restaurant owners that I've worked with, we have always requested that our licensing be from 10 to 2, primarily because that's what's allowed by statute. That does give us the flexibility if, and I've seen many businesses do this, they can close earlier business to justify staying open that late. Primarily, the bars in KCK want to stay open until 2:00 because we're already closing earlier than our neighbors in Missouri. We're wanting to keep that dollar here. Every hour earlier we close makes us less competitive to the people that are just right across. Also, less competitive, quite frankly, to the other neighboring bars that are going to be open until 2:00.

Why this was a location, in addition to the reasons I gave you, and that those other bars weren't a concern is because we don't think of them as the same thing. They are very small. They're bars. Only one of them does offer food. It's a very limited bar menu. I think what Martha wants to bring to this location is completely different. I hope that answers your questions, kind of, as close as I can.

I also, Martha reminded me, when they went door-to-door, they did have some neighbors that they met that were in favor of this that weren't able to be here. I have the original of that at this time.

Commissioner Philbrook said well, I really do believe that, I'm in the same kind of quandary as Commissioner Burroughs is, and as Commissioner Bynum. That is looking at property, trying to go into business, checking ahead, seeing how it was used previously, that there was an active permit going on that was never utilized, I would have thought well, okay.

The other thing is, too, I do want people to invest in our community and to make a livelihood. Yes, that menu looks wonderful. It does look considerably different than the other bars that are down there. I was kind of like comparing apples and something grilled. They're really not much alike other than the fact that you guys, all of you, do produce liquor for us to drink.

Having said that, I really think that a one year with the agreement of Mr. Richardson carrying through on making sure that the road down there is well marked as parking on one side, that we should consider going through with this.

Commissioner Johnson said I usually don't provide a whole lot of comment, but I think as somebody who has persons parking in front of my personal residence as a matter of practice, I'm very concerned about the residents that live amazingly close to this building. There will be no doubt that there's going to be many evenings when people will be parking in front of the houses. You have this open, you're proposing having this open until 2:00 a.m. As someone who is familiar with those persons that don't live in my neighborhood, you can hear doors opening and closing. You can hear motorcycles starting up. You can hear cars that need a muffler starting up. They do wake you from your sleep. I'm not really too thrilled about this. I tend to lean with the in-district commissioner, but I'd like to, 2:00 a.m. just sounds a bit overbearing for the immediate neighbors that are very close to this property. I'm all for pro-business, but I can only go by my own experience. I'm going to lean toward the in-district commissioner, but I do have those concerns.

Mayor Alvey said seeing no further comments or questions from the Commission, would the petitioner like to make any closing comments.

Ms. King said I know it's been a long night, so I'm going to be brief. I think that the stipulations that have been put in place are good ones. I understand the concern about the hours. I think that if a business is monitored well and run well, you are aware of those things. I'm glad that we've become

aware of the problems that these neighbors have experienced in the past so that we're sensitive to those, that we monitor those situations.

If a change, I would suggest if we were able to close at midnight during the weekdays, Monday through Thursday, be allowed to stay open until 2:00 on Friday and Saturday, midnight on Sunday, I think that would be a reasonable offer to make. I would extend that. **Commissioner Kane** asked would you add no music to that. **Ms. King** said yes, I've already said no music. **Commissioner Kane** said okay. **Ms. King** said we've already said that. **Commissioner Kane** asked Sunday through Thursday until midnight, is that what you said. **Ms. King** said Sunday through Thursday until midnight. **Commissioner Kane** asked Friday and Saturday? **Ms. King** said until 2:00 a.m.

Action: **Commissioner Kane made a motion, seconded by Commissioner McKiernan, to overturn the Planning and Zoning decision, subject to additional stipulations, of Special Use Permit Application #SP-2018-62.**

Mr. Richardson asked can I clarify that, so I have it written down correctly. Everything in the staff report, no live entertainment, staff will look into parking on one side of the street only, and we would look at Osage, Taylor, Pennsylvania and 12th, operating until midnight Sunday through Thursday, and on Friday and Saturday until 2:00 a.m.

Commissioner Townsend said, as a point of clarification, we're talking about no music. I know they've withdrawn, I guess, the live entertainment. Are you talking about no music at all? For clarity, what are you talking about? **Mayor Alvey** said no live music. **Commissioner Townsend** said just no live entertainment.

Commissioner McKiernan said I just want to be clear that this motion is to overturn, to reverse, the decision of the Planning Commission. **Mayor Alvey** said it will require eight votes, correct? **Mr. Moore** said correct. **Mayor Alvey** said eight votes for.

Roll call was taken and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, McKiernan, Murguia, Johnson, and one "No," Townsend.

PLAN REVIEW APPLICATION

ITEM NO. 1 – 18335...PLAN REVIEW APPLICATION #PR-2018-5 – PASTOR LUKE KAMMRATH WITH ST. LUKE’S LUTHERAN CHURCH

Synopsis: Preliminary and Final Plan Review for a church, retreat area, garden and small-scale animal husbandry at 3200 North 10th Street, submitted by Robin Richardson, Director of Planning. The Planning Commission voted 6 to 1 to recommend approval of Plan Review Application #PR-2018-5, subject to:

Urban Planning and Land Use Comments:

1. Accessory Structures: Building permits are required for any accessory structure greater than 120 square feet.
2. Fences: Please describe the height, material, and construction of the proposed fencing around the food forest, pasture, and gathering grove.
3. Signage: Are any signs proposed on the property? Any signs are required to undergo a separate review and receive appropriate sign permits and/or building permits.

Public Works Comments:

1. Items that require plan revision or additional documentation before engineering can recommend approval: Engineering comments are listed as stipulations below.
2. Items that are conditions of approval (stipulations):
 - a. The sidewalk along N. 10th Street shall include an ADA ramp on intersection with Esplanade Street that shall meet UG standards and criteria.
 - b. Phase 2 of the construction project shall require sidewalk along Esplanade Street for the entire lot width.
 - c. Construction plans shall meet UG standards and criteria and shall be reviewed and approved by UG prior to construction permit acquisition.
3. Comments that are not critical to engineer’s recommendations for this specific submittal but may be helpful in preparing future documents: none.

Rob Richardson, Director of Planning, said this is an area between K-5, or just south of K-5. It’s a large, open tract. It’s rather hilly. The church has requested to use it as some outdoor space.

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They'll have a caretaker that lives there. It's been recommended for approval with just one negative vote. They're here to support their case.

Mayor Alvey said, Mr. Kammrath, if you would come forward to present your application. State your name and address for the record.

Pastor Luke Kammrath, 14 S. 17th Street, said I'm pastor of St. Luke's Lutheran Church. We're located at 722 Reynolds, so 7th and Central, a little bit north of there, up the hill. Pastor Michael May retired there five years ago. I took over for him. He's still around as Pastor Emeritus.

The congregation's been there since 1899. It started with German European immigrants and has evolved along with the neighborhood in a beautiful way. There's a lot of great ministries we've done in the neighborhood, including Riverview Health Clinic out of our building, as well as Metro Lutheran Ministry has an emergency services out of our building, food pantry, we do showers on Saturday mornings for homeless folks. Lot of great things working with the youth of the neighborhood, etc.

We purchased these 32 acres that you're looking at between Esplanade and North 10th Street. There's a 26-acre plot on the west, a six-acre plot on the east. We would like to use this plot that was, we believe, abandoned for decades before we purchased it. We found remnants of potential meth labs up in the woods when we started clearing things out and have hauled off literally hundreds of bags of trash.

Anyway, our dream with this space is to expand our ministry in the sense of creating a church retreat. To clarify, I think there's a little bit of clerical error, we're not building a church on the site. We're going to still worship at 7th & Central. We just want to expand. This is a second site where we'd do a church retreat.

This would be focused on spiritual retreats, prayer retreats, escaping from the city. Maintaining the green space is one of our main objectives. To create a welcome green space, first and foremost for our congregation so we can worship and practice our faith, and then in addition, we always love our neighbors. That's just what we do. We'll get to know our neighbors and continue to work with them.

Regarding the space already, planting fruit trees. The small-scale animal husbandry is really just us being transparent. That's not a main objective of this property. We'll have maybe

two goats, 12 chickens, all within current accepted Code ordinance. It'll just be part of the process of connecting our congregation to the green space, to the earth, to the creation, and also neighborhood folks who are interested in that as well.

So far, speaking of neighbors, we've heard nothing but really beautiful comments from our neighbors. From folks just walking down the street who wander up onto the property and ask us what we're doing, and having great conversations with them, to folks who are interested in learning how to garden up on our property. We've talked about allowing people to have little plots of land if they want to garden because we have way more land than we would ever use.

In addition, just this past week we had a group picking up trash on 10th Street. The neighbors were stopping and saying hi and saying thank you for picking up the trash. Because it's just a wooded area along 10th Street, I think people think it's just a vacant dump lot sometimes. We've picked up couches and old doors, all sorts of stuff that we've hauled off. We believe using the space actively will beautify the neighborhood and revitalize maybe some of its energy around this particular plot that's been abandoned for a while.

We've also been, lastly, interacting with the Historic Northeast Midtown Association and Rachel Jefferson. They have been, I believe, working in concert with the Northeast Area Master Plan. Groundwork USA has recently approved this community as one of the six in the nation to work towards environmental beautification, breaking down racial divisions, and all sorts of different things like that. We believe everything that we're doing is perfectly in lock and step with that.

We thank the Mayor and the Commission for entertaining this. What we're asking for is approval to put a single-family dwelling for the residential caretakers, a driveway, the utilities, etc. All that's in the plan.

Mr. Richardson said I'll just make one correction. We have not received the Groundwork USA grant. We're one of six still competing. Sorry, no big news there tonight. **Pastor Kammrath** said I apologize.

Mayor Alvey opened the public hearing and asked is there anyone present who would like to speak in favor of this.

Ralph Hiden, 11 Viewcrest Drive, Kansas City, Kansas, said I live in a subdivision called “The Homes.” It’s about a half mile north of 10th and Quindaro. There’s 345 housing units in that subdivision. The property, the Disciple Garden, is only about a quarter of a mile north of where I live.

There’s been a driveway put in the property and some land cleared on the property. We’ve had a couple of outings there on the property already. Trees have been planted. We’re planning to plant gardens there in the future. Like Pastor Luke said, a comfort caretaker can be on the property and have all kinds of activities there in the home and a community hall attached to the home. We can have lots of activities there for ourselves and for the community.

Also, when the property was purchased a couple of years ago, the property was just there. Nobody was interested in that property at all. We found the owners. They just didn’t have any, there was nobody for the property or anybody willing to develop that property. We have a great vision for the property for ourselves and for the community.

Mayor Alvey asked anyone else like to speak in favor of this. Seeing none, anyone like to speak in opposition? Seeing none, I’ll close the public hearing. Any comments or questions from the Commission?

Commissioner Townsend said I think all of us appreciate when there are people who take interest in properties that look like they are in need of bettering for our community. It seems as though while Pastor Kammrath, I spoke with him today, and his congregation was looking at this, we were trying to gear up for the Northeast Master Plan. I would say that there are some other options that may not have been considered at the time the congregation bought that.

Before we get into a fuller discussion of that, what I would really like to do, unless there has been an update in the packet, there was a letter from the Wyandotte County Conservation District dated sometime in January of this year. Pastor Kammrath had not had the benefit of seeing that. In that letter, that organization asked for more time to do an analysis. Barring that, they did not recommend going on with the project.

I’d like to know if there’s been some update from Wyandotte County on that. Certainly, Pastor Kammrath should have the opportunity to look at that report. I think the Commission needs the benefit of all the information. **Mr. Richardson** said, Commissioner, the report has been in the

staff report for some time. I'm not sure why the applicant hasn't had a chance to read it because we certainly had the staff report available to them.

The Conservation District has certainly had plenty of time to expand on the report if they choose to. They have not done so to this time.

Commissioner Townsend said if that's the case, it stands as we see it in the packet. What I would like to do is to have this go back. This is the first time it's come before us. Have staff circle back with the Conservation people to see if they're going to do any further updates. There was concern about soil erosion, particularly related to some of the activities that the new owners want to partake in. This will also give Pastor Kammrath and the church an opportunity to talk with that group. I would like to see that done. Then come back, and we can have a fuller discussion with all the knowledge we're going to have about this.

Action: **Commissioner Townsend made a motion, seconded by Commissioner Bynum, to return Plan Review Application #PR-2018-5 to the Planning Commission for further review.**

Commissioner Bynum asked was it to go back.

Roll call was taken and there were four "Ayes," Markley, Bynum, Townsend, Johnson, and six "Nos", Kane, Walters, Philbrook, Burroughs, McKiernan, Murguia. Motion failed.

Action: **Commissioner Markley made a motion, seconded by Commissioner Kane, to approve Plan Review Application #PR-2018-5, subject to stipulations.**

Commissioner Townsend said since we're going to go ahead and rule on this, I just wanted to say, again, I am not, and I shared this with Pastor Kammrath, there's so many other things that I would like to see with District 1. We've got animal husbandry opportunities. We've got a lot of that in the western part. Some of the things that we've heard expressed at the sessions for the Master Plan didn't necessarily foresee something like this.

I'd like to hear some more about the residential option that you're talking about. Who's going to be there and for what purpose? I guess my concern is I do not want to appear disingenuous

to the group. In the event that we get another option, maybe, for this land with regard to developers who might want to do something else as part of the Northeast Master Plan, then the church comes back at me and say well, you didn't share that with us. I'm not excited about it, so I'm just really upfront about that. We have so much of this already in the northeast area. Pastor, do you want to talk about that?

Pastor Kammrath said the residence is envisioned to be, first and foremost, a place for a functioning parsonage, if you're familiar with that. My wife and I and our two-year old will be moving out to the property. We decided that to care for the property and to manage the spiritual retreats and the activities that Ralph Hiden was talking about for our congregation, that it really made sense for us to have a presence. In our experience, a residential presence just makes for a more well-maintained and cared for piece of land. That's really the extent of the residence.

Like I told Commissioner Townsend on the phone this afternoon, hospitality is just a part of our faith and our way of life, so we will, of course, welcome the people of our congregation into our home up there to participate in our faith life together. Does that fully answer?

Commissioner Townsend said that does add to the explanation because the purpose shown in our packet seems to be a little bit different than that. What about the cabins? **Pastor Kammrath** said the cabins are, well the original idea originated with having the idea of potential options for tiny homes in the future. That's not according to Code currently. If tiny homes were to ever be approved by City Planning and Zoning, and all the different groups that need to be approved, we would potentially revisit coming before the Planning Commission and the Commissioners to do something in regard to that.

As far as cabin, we're talking about accessory structure under 120 square feet that would be used for simply a camping purpose. So, for prayer, spiritual retreat that I spoke to you about, but just temporary, short-term, for that get away on the property space.

Commissioner Townsend said this is where I'm a bit confused. Are you talking about not putting cabins there now? The space for spiritual retreat would include what? **Pastor Kammrath** said I'm making a differentiation. I don't know if it's the right lingo between tiny home.

Originally, we were hoping for the idea of tiny homes, so permanent dwelling spaces. That's not allowable according to our City Code and Ordinances at this time. We are not pursuing that at the moment. Instead, we are hoping to use, again, accessory structures, following Code,

under 120 square feet, just as a very simple space that we use for our folks for temporary prayer, spiritual retreating if that makes sense. Again, fitting under Code what I would consider camping.

Commissioner Townsend asked this would be open to anyone or just the members of the church. **Pastor Kammrath** said, first and foremost, for the members of the church. I mean, it's not, we wouldn't just be inviting people off the street to come camp per se. We would have spiritual retreat programs, potentially. None of that's exactly been figured through in regard to the details.

Mr. Richardson asked does this include overnight camping in this cabin. Because I believe camping would require an additional special use permit. We weren't aware of the overnight camping issue related to the cabin. **Pastor Kammrath** said yes, that was the vision. I potentially misread the Code. I thought you could camp on your own property with certain limitations without a special use permit. **Mr. Richardson** said if I own the property that would probably be the case, but you're opening it up to people that aren't owners.

We need to revisit that. If it requires a special use permit, we'll have him go back through. If it doesn't, then it would be approved as you set it. If it was to be approved, it would be approved this evening.

Roll call was taken and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, McKiernan, Murguia, Johnson and one "No," Townsend.

Mayor Alvey said that concludes the Planning and Zoning portion of tonight's meeting. We will now move to the regular portion of our Agenda.

REGULAR AGENDA

MAYOR'S AGENDA

No items

REGULAR CONSENT AGENDA

Mayor Alvey asked does any member of the Commission or anyone in attendance tonight wish to set aside any item on the regular Consent Agenda. If an item is not set aside, all items on the Consent Agenda will be voted on by one vote.

Action: **Commissioner Kane made a motion to approve all items, seconded by Commissioner Markley.** Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 1 – 18322...RESOLUTION: ADOPTION OF BUDGETARY AND FINANCIAL POLICIES

Synopsis: A resolution adopting eleven budgetary and financial policies, submitted by Kathleen VonAchen, Chief Financial Officer. On July 9, 2018, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Action: **RESOLUTION NO. R-35-18,** “A resolution authorizing Unified Government Board of Commissioners to adopt budgetary and financial policies as follows:

- Summary: Budgetary and Financial Policies (The “Short Form”)
- Operating and Capital Budget Policy
- Revenue and User Fee Policy
- Expenditure Policy
- Capital Asset & Equipment Investment and Managemetn Policy
- LongTerm Financial Planning Policy
- General Fund Operating and Economic Uncertainty/Emergency Reserve Policy
- Special Revenue Funds Operating Reserve Policy
- Enterprise Funds and Internal Service Funds Operating Reserve Policy
- Accounting, Auditing, Financial Reporting Policy
- Debt Policy

and authorize the County Administrator to execute any and all documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and that all other Unified Government staff is further authorized

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to take such actions as are necessary and proper to effectuate and purposes and intent of this Resolution.” **Commissioner Kane made a motion, seconded by Commissioner Markley, to adopt the resolution.** Roll call was taken and there were ten “Ayes,” Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson.

ITEM NO. 2 – MINUTES

Synopsis: Minutes from special sessions of June 28 and July 12, 2018; and regular session June 28, 2018.

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

ITEM NO. 3 – WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated July 12 and 19, 2018.

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

PUBLIC HEARING AGENDA

No items

STANDING COMMITTEES’ AGENDA

No items

ADMINISTRATOR’S AGENDA

No items

COMMISSIONERS' AGENDA

No items

Mayor Alvey said that concludes the portion of our regular meeting. I adjourn us in that capacity.
I now call us back to order as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' AGENDA

ITEM NO. 1 – 18313...LAND BANK BUSINESS

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board has recommended approval. On July 9, 2018, the Neighborhood and Community Development Standing Committee, chaired by Commissioner McKiernan, voted unanimously to approve and forward to the Land Bank Board of Trustees.

Applications for yard extension, unless specified otherwise

740 Simpson Ave. - Antonio Mesa, Jr.

1047 Ella Ave. - Maria Hernandez

710 S. 8th St. - Jesus Serrano

804 N. 20th St. - Misael Carreon

131 S. 14th St. - Rosario Martinez

4335 Parallel Pkwy. - Estralita Justice

340 Franklin Ave. - Nicole Skinner

2024 Quindaro Blvd. - Larry Watkins

1935 N. 14th St. - Dion Groves

1939 N. 14th St. - Dion Groves, for property acquisition

1937 N. 14th St. - Dion Groves, for property acquisition

1931 N. 25th St. - Elmer Moreira

1927 N. 25th St. - Elmer Moreira, for property acquisition

1855 R N. 9th St. - D & M Enterprise, LLC, for property acquisition

3113 W. 43rd Ave. - Drew Woolery, for new construction

Transfers from Land Bank

2714 Webster Ave. - Habitat for Humanity of Kansas City

2718 Webster Ave. - Habitat for Humanity of Kansas City

2736 Cleveland Ave. - Habitat for Humanity of Kansas City

(Habitat has requested parcels for future builds.)

847 Everett Ave. - Boulevard Lofts, LP

851 Everett Ave. - Boulevard Lofts, LP

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829 Everett Ave. - Boulevard Lofts, LP
 821 Everett Ave. - Boulevard Lofts, LP
 819 Everett Ave. - Boulevard Lofts, LP
 830 Washington Ave. - Boulevard Lofts, LP
 1304 H N. 8th St. - Boulevard Lofts, LP
 846 Everett Ave. - Boulevard Lofts, LP
 844 H Everett Ave. - Boulevard Lofts, LP
 842 Everett Ave. - Boulevard Lofts, LP
 840 Everett Ave. - Boulevard Lofts, LP
 836 Everett Ave. - Boulevard Lofts, LP
 824 Everett Ave. - Boulevard Lofts, LP
 (Properties will be part of a future development project.)

Donations to Land Bank

117 Quindaro Blvd. - Walnut Blvd. Missionary Baptist Church
 119 Quindaro Blvd. - Walnut Blvd. Missionary Baptist Church
 207 Quindaro Blvd. – Alyce Barnett
 (Applicants have indicated that they are unable to keep up properties to UG standards.)

Tax Sale #340 (04/26/18) Transfers
 (See list for the 241 properties)

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

PUBLIC ANNOUNCEMENTS

No items

MAYOR ALVEY ADJOURNED THE MEETING

AT 9:45 P. M.

mls

Carol Godsil
 Deputy Unified Government Clerk

July 26, 2018

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

SPECIAL SESSION, MONDAY, JULY 16, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Monday, July 16, 2018, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO presiding. Murguia, Commissioner Third District; was absent. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor, Gordon Criswell and Melissa Sieben, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Budget Staff; Maureen Mahoney, Chief of Staff in Mayor's Office; Lynn Melton, Assistant to the Mayor; and Officer Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Monday, July 16, 2018, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building for a Budget Workshop.

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

Mayor Alvey said as the Clerk stated our meeting this evening is the first of several Budget Workshops. We have quite a bit of material to cover tonight and, of course, as we know from our Spring Retreat we have tremendous needs and obligations and limited resources. This is the first of the process trying to prioritize and decide how we'll move forward.

BUDGET WORKSHOP JULY 16, 2018 – 5PM

AGENDA

OVERVIEW OF BUDGET DOCUMENT

- **DEDICATED SALES TAX**
- **SPRING RETREAT RECAP**
 - **MILL RATE (WALTERS)**
- **REVENUE REVIEW**
 - **FUND BALANCE**
- **DISCUSSION REGARDING MAXIMUM MILL LEVY – SET MML**
- **FUTURE WORKSHOPS**
 - **JULY 19, 2018 @5PM**
 - **ELECTED OFFICIALS**
 - **DA BUDGET (DUPREE)**
 - **SVV CASE (WALTERS)**
 - **SSMID**
 - **DEBT**
 - **BENEFIT DISTRICTS (MURGUIA)**
 - **PARKS MASTER PLAN**
 - **JULY 23, 2018 – AFTER STANDING COMMITTEE**
 - **CMIP UPDATE**
 - **STREET PRESERVATION PROGRAM**
 - **K-7 & PARALLEL (WALTERS)**
 - **BUILDING SECURITY**
 - **KAW RIVER LEVEE**
 - **JULY 26, 2018 @5PM**
 - **ECONOMIC DEVELOPMENT (WALTERS)**

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- **STATE AVE CORRIDOR, K-32, ROSEDALE MASTER PLAN, NE MASTER PLAN**
- **DEPARTMENT SPECIAL FUNDS (ECO DEVO STANDING COMMITTEE)**
- **JULY 30, 2018 @5PM**
 - **FINAL BUDGET PUBLIC HEARING**
 - **BUDGET WORKSHOP (AFTER PUBLIC HEARING) – OTHER TOPICS (IF NEEDED)**
- **AUGUST 2, 2018**
 - **5PM – BUDGET WORKSHOP – OTHER TOPICS (IF NEEDED)**
 - **7PM – BUDGET ADOPTION**

Doug Bach, County Administrator, said I will just start by reviewing the agenda that you have in front of you this evening. We're going to walk through this evening, we've got six different topic areas to go into. The first one is the Overview of the Budget Document. Mr. Lindsey will walk us through that section just kind of familiarizing with everything that's in here and how you access different components of it if you haven't already.

We're going to have a little discussion about the Dedicated Sales Tax and where we are with that and how the budget is really predicated based on that being renewed.

We're going to talk about some of the items from the Spring Retreat Recap. We had a specific request I think related to that from Commissioner Walters.

We're going to walk through our Revenue Review. It kind of gives you a good idea of why we're projecting the revenue we're at and so there is quite a bit of detail within that.

Really, the big item for this evening that we're looking to do is to set the Maximum Mill Levy Rate. That is one that just balances us to a schedule. As you recall, this does not necessarily need to be the mill rate that we adopt in the end, but you cannot adopt one higher than what we set this at, so we will have more discussion about that.

These are the other topics that have come, and this is a tentative schedule that we went through with the Mayor working these up of where these items could come forward and be presented as we work through the rest of the month. I'm sure there will be some additional items to come to it.

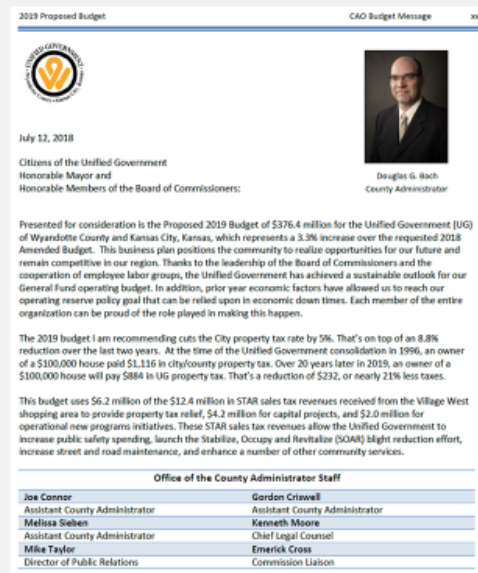
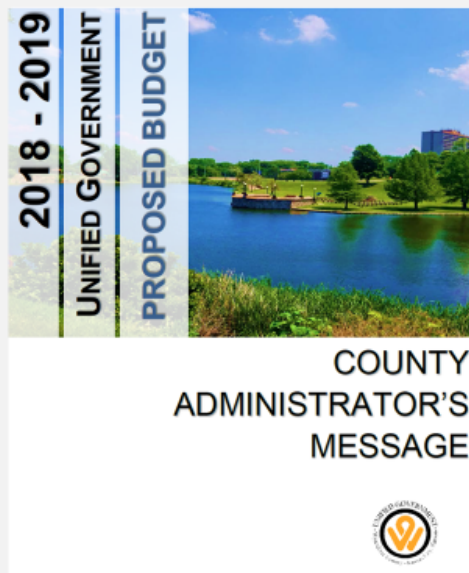
With that, I'm going to turn this over to Reginald Lindsey, our Budget Director, and have him do an overview of the budget document.



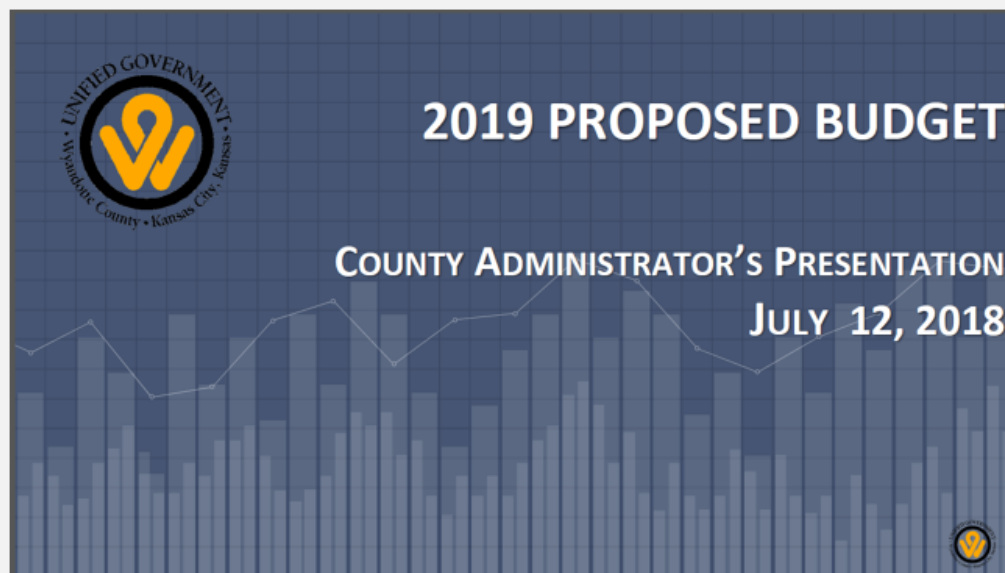
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Reginald Lindsey, Budget Director, said we will start with the Table of Contents. One of the new features that we have the Table of Contents this year is that Michael Peterson and Alyse in Finance, they both worked with making it clickable where you can click on the numbers within the Table of Contents and it will take you right to that page. So, that's a new feature with the Table of Contents.



Next, we have the County Administrator's message. Basically, here you can find the presentation and a brief summary of the budget.



Here is where the presentation will flow right after that.

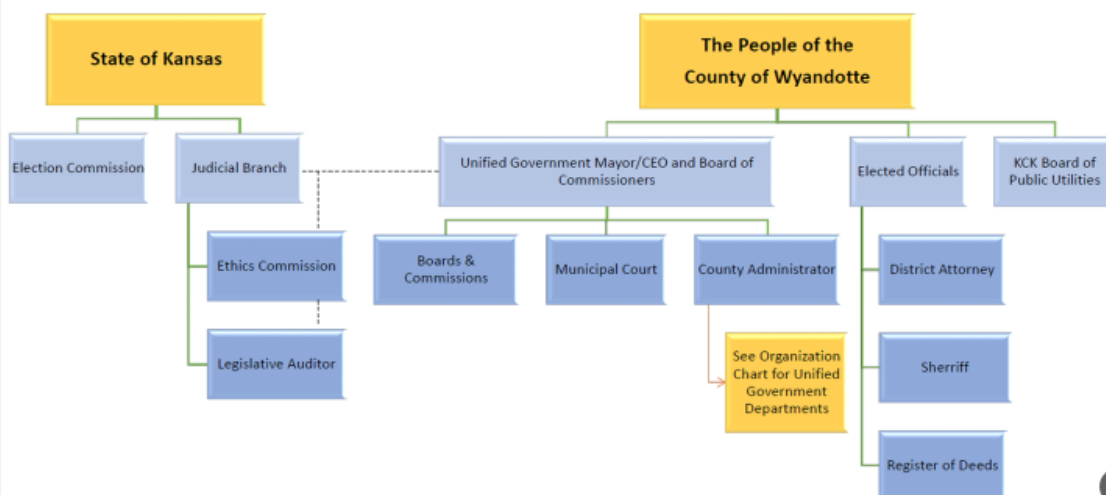
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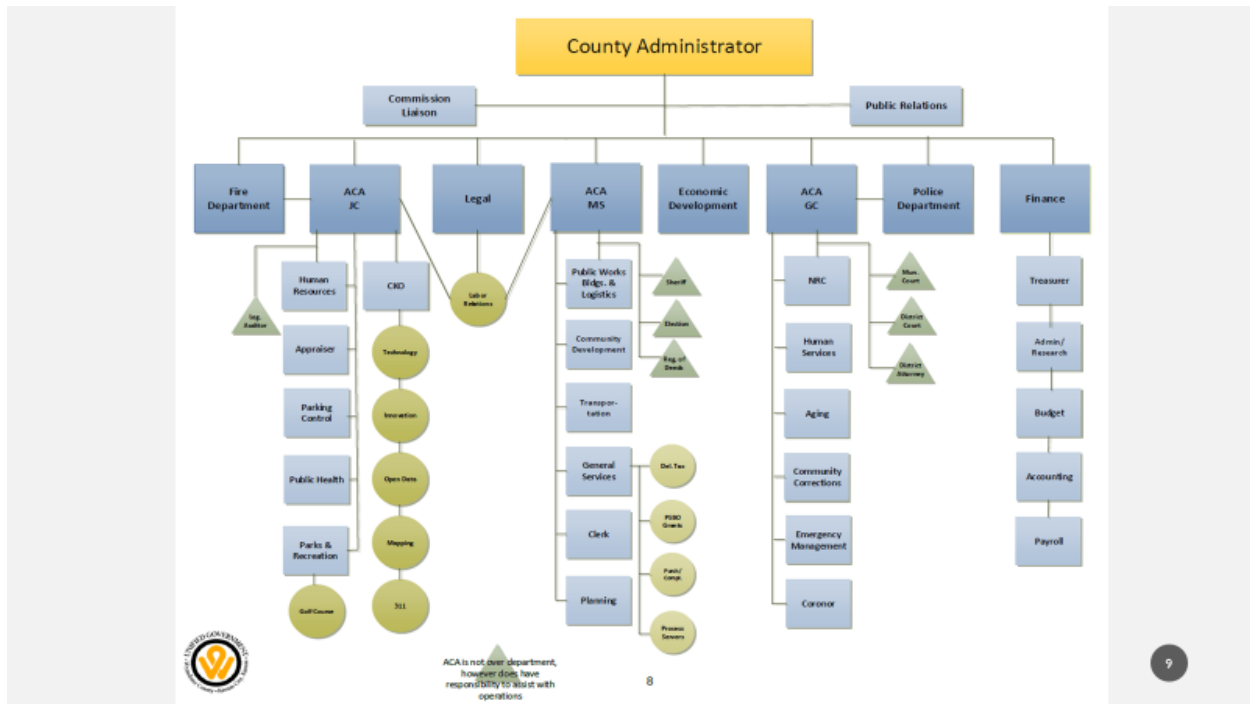
Next, we have the Commissioners Vision, Values, Goals and Budget Guidance. Here we include the Vision Statement, the Mission Statement, the Strategic Plan and Values and also the Goals.

Unified Government of Wyandotte County / Kansas City, Kansas
Organizational Chart
Elected and Appointed Officials



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July 16, 2018



Also, there are two org charts here. One for elected officials and then there was also the Operational Work Chart for the organization.

COMMUNITY PROFILE 2018 AMENDED AND 2019 PROPOSED BUDGET

HISTORY

Wyandotte County was organized on January 29, 1859. The county contains the cities of Bonner Springs (part), Edwardsville, Kansas City and Lake Quivira (part), and was named for the Wyandot Indians (various spellings).

The Wyandot Indians arrived in the area from Ohio in 1843. They were responsible for the early cultivation of the land, barn buildings, planting of orchards, and road building. The Wyandot Constitutional Convention met on July 5, 1859, remained in session twenty-one days, and at the close gave Kansas a new constitution. This constitution was approved by the people on October 4, 1859. Other significant historical facts include: White Church was founded in 1832 and is the oldest church in Kansas still in use; the first county fair was held in 1863 on the levee in Wyandot and the first school district was organized in 1867 in the city of Wyandot.

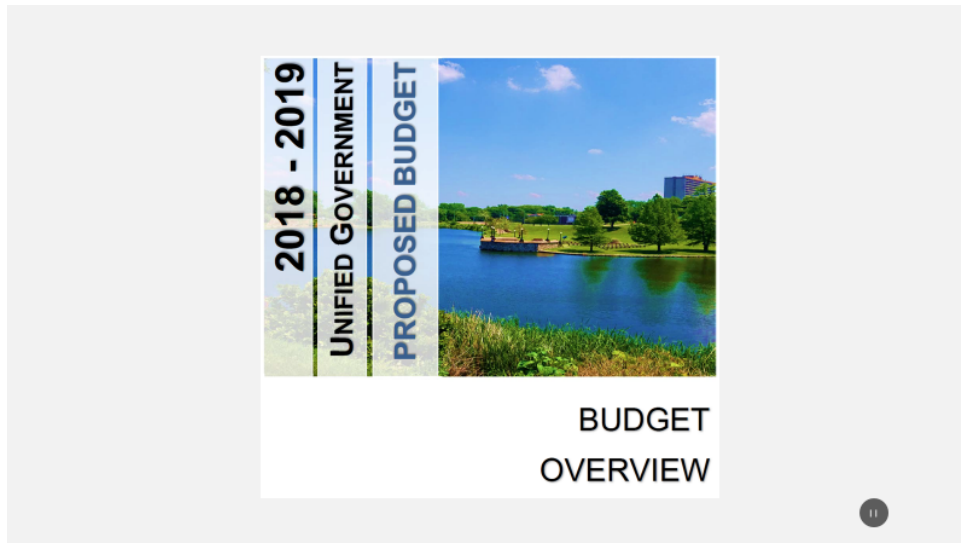
Source: Kansas Historical Society



UNIFIED STORY

County citizens set the stage for today's economic development successes in 1997 when they overwhelmingly agreed to consolidate Wyandotte County and City of Kansas City, Kansas governments on April 1, 1997. The community was suffering from years of economic hardships and decline. Citizens were ready for a rebirth. The new form of government was the beginning of the landmark renaissance in the community.

Next, we have the Community Profile which breaks down the history and the form of government of the Unified Government and then also the major services provided and then the community characteristics of the Unified Government.



We have the Budget Overview which breaks down the budget process. Also, there is a Budget Calendar there and then there is a Glossary of Terms that you might see. There is also a summary of the Budgetary & Financial Policies. We also have the Financial Policies in the back of the book. These are the financial policies that will—newly updated that will come before you all on July 26th to vote on.



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Next, we have the Financial Overview. The Financial Overview includes a notice of the budget hearings for the different funds that we have.

Unified Government of Wyandotte County/Kansas City, Kansas
2018 Amended – 2019 Budget

Expenditure by Fund & Mill Levies

	2018 AMENDED BUDGET	CERTIFIED MILL LEVY, 2018 BUDGET	2019 PROPOSED BUDGET	PROPOSED MILL LEVY, 2019 BUDGET	CHANGE IN MILL LEVY RATE FROM 2018
Tax Levy Funds					
General Fund - City	156,283,991	23.167	160,849,856	21.167	-2.000
Bond and Interest - City	33,200,237	16.836	34,851,536	16.836	0.000
General Fund - County	62,678,729	31.082	63,931,900	31.082	0.000
General Fund - Consolidated Parks	6,548,952	1.386	6,644,968	1.386	0.000
Bond and Interest - County	3,323,002	2.195	5,350,844	2.195	0.000
CFI Fund - County	0	0.000	0	0.000	0.000
Aging	1,932,206	1.024	1,894,252	1.024	0.000
Developmental Disabilities	592,442	0.345	598,386	0.345	0.000
Elections	1,478,004	0.870	1,501,595	0.870	0.000
Health	3,358,458	1.554	3,511,831	1.554	0.000
Mental Health	590,000	0.424	590,000	0.424	0.000
Total US Tax Levy Funds	249,596,321	78.883	279,715,388	76.883	-2.000
Other Funds					
Alcohol	777,094		787,833		
County Clerk Technology	50,000		50,000		
Court Trustee	580,027		587,964		
Dedicated Sales Tax	10,943,015		10,822,052		
Emergency Medical Services	11,539,475		11,474,475		
Environmental Trust	1,130,000		1,130,000		
Jail Commissary	60,000		60,000		
Parks and Recreation	573,688		545,836		
Public Levee	386,740		387,440		
Register of Deeds Technology	130,170		130,170		
Sewer System	45,355,909		48,559,957		
Special Assets	4,250,000		850,000		
Stadium	960,700		960,700		
Stormwater	4,234,895		4,719,958		
Street and Highway	7,562,500		7,650,000		
Sunflower Hills Golf Course	840,331		680,792		
Travel and Tourism	4,348,383		5,703,400		
County Treasurer Technology	39,158		19,329		
Wyandotte Co. 911	954,000		967,000		
Total Other Funds	94,416,995		96,686,895		
TOTAL UG OPERATING BUDGET	344,013,316		376,402,194		
County Library Fund*	3,123,668	6.059	3,205,354	6.059	0.000
Total All Funds	347,136,984		379,607,548		

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We have the County General Fund, all the funds on the County side, all the funds on the City side, the SSMID, the Wyandotte County Library Fund.

July 16, 2018

Unified Government of Wyandotte County/Kansas City Kansas 2018 Amended - 2019 Budget					
Fund: 110 - City - General Fund					
The City General Fund is the principal operating account of Kansas City, KS. Revenue is received from taxes, fees, intergovernmental revenue, charges for services, and other sources. The General Fund is used to support general operations including Police, Fire, Municipal Court, Public Works, general services functions, and administrative programs. General Fund revenues are also used to finance the purchase of capital equipment and cash-funded capital projects. The revenue increase in 2017 is partially due to the City's share of a sales tax revenue resulting from the early payoff of STAR Bonds that financed the Village West Shopping Area. Note: The increase in debt service in the 2018 amended and 2019 budgets is attributed to budgeting reserve annual appropriation STAR Bond, Speedway Bond, and Transportation Development District debt payments should their pledged revenues fall short. This debt expense is offset by a corresponding revenue increase. This appropriation is required by outstanding bond covenants.					
Account Type Description	2016 Actual	2017 Actual	2018 Original	2018 Amended	2019 Budget
Revenues					
41 - Tax Revenue	\$110,726,619	\$121,077,180	\$130,631,589	\$134,491,667	\$136,577,961
42 - Permits And Licenses	\$1,226,294	\$1,236,276	\$1,271,200	\$1,267,806	\$1,284,900
43 - Intergovernmental Revenues	\$754,698	\$769,228	\$704,000	\$704,000	\$704,000
44 - Charges for Services	\$10,940,420	\$10,507,575	\$11,039,100	\$10,791,100	\$10,928,100
45 - Fines/Forfeits/Fees	\$4,367,364	\$3,734,966	\$3,937,000	\$3,777,500	\$3,412,500
46 - Interest Income	\$50,619	\$269,321	\$110,000	\$160,000	\$160,000
47 - Miscellaneous Revenue	\$1,807,170	\$3,978,285	\$1,693,500	\$1,736,100	\$1,757,100
48 - Reimbursements	\$1,762,692	0	\$1,775,483	\$1,707,483	\$1,716,300
49 - Other Financing Sources	\$2,437,494	\$2,739,104	\$2,336,000	\$2,336,000	\$2,336,000
Total Revenues	\$134,123,770	\$144,191,967	\$153,497,872	\$156,961,656	\$158,886,921
Expenses					
51 - Personnel Costs	\$100,021,635	\$102,496,597	\$107,036,388	\$107,605,875	\$111,549,971
52 - Contractual Services	\$19,013,132	\$19,337,746	\$21,674,658	\$21,623,042	\$22,795,113
53 - Commodities	\$3,781,455	\$4,003,004	\$4,236,030	\$4,678,954	\$5,576,634
54 - Capital Outlay	\$2,672,051	\$4,315,912	\$4,053,450	\$5,200,238	\$4,133,477
55 - Grants, Claims, Shared Revenue	\$4,372,111	\$4,953,026	\$5,417,714	\$5,662,494	\$5,132,494
56 - Debt Service	\$641,175	\$641,913	\$640,851	\$640,850	\$643,000
57 - Nonexpense Items	\$4,405,847	\$1,788,119	\$307,903	\$842,903	\$797,903
58 - Reserves	0	0	\$350,000	\$350,000	\$350,000
59 - Annual Debt Appropriation	0	0	\$10,289,225	\$9,670,645	\$9,680,614
Total Expenses	\$134,967,608	\$137,538,317	\$154,096,219	\$156,283,991	\$160,849,856
Net Change in Fund Balance	(\$763,838)	\$6,653,650	(\$598,347)	\$677,665	(\$1,962,935)
Cash Basis Ending Fund Balance	\$14,661,736	\$26,655,386	\$14,975,307	\$21,333,051	\$19,370,116
CAFR Ending Fund Balance	\$20,796,361	\$29,383,420		\$30,661,685	\$28,098,150

Then for all the funds there is the Expenditure Budget Level for all the funds, and then the mill levy for those funds. On the screen right now, we have the City General Fund. One of the things that we've added here is a net change in fund balance. It shows you the difference in the Revenues and Expenditures. Also, we added the CAFR Fund Balance which is a new addition.

Unified Government of Wyandotte County/Kansas City, Kansas
2018 Amended - 2019 Budget

Department Expenditure Summary
Dedicated Sales Tax (This fund will sunset in 2020)

Police Department - Expenditure Summary

	2018 Approved		2018 Amended		2019 Proposed	
	Expenditures	% of Budget	Expenditures	% of Budget	Expenditures	% of Budget
Personnel	\$ 1,616,785	15%	\$ 1,735,921	16%	\$ 1,837,126	17%
Operating	\$ 1,279,924	12%	\$ 1,084,924	10%	\$ 838,145	8%
Capital	\$ 983,000	9%	\$ 935,000	9%	\$ 919,125	8%
Total	\$ 3,879,709	35%	\$ 3,755,845	34%	\$ 3,594,396	33%

Fire Department - Expenditure Summary

	2018 Approved		2018 Amended		2019 Proposed	
	Expenditures	% of Budget	Expenditures	% of Budget	Expenditures	% of Budget
Personnel	\$ 2,429,092	22%	\$ 2,456,145	23%	\$ 2,568,756	24%
Operating	\$ 743,913	7%	\$ 627,625	6%	\$ 79,500	1%
Capital	\$ 749,000	7%	\$ 695,000	6%	\$ 947,000	9%
Total	\$ 3,922,005	35%	\$ 3,778,770	35%	\$ 3,595,256	33%

Infrastructure - Expenditure Summary

	2018 Approved		2018 Amended		2019 Proposed	
	Expenditures	% of Budget	Expenditures	% of Budget	Expenditures	% of Budget
Operating	\$ 100,000	1%	\$ 100,000	1%	\$ 200,000	2%
Capital	\$ 2,610,000	24%	\$ 2,710,000	25%	\$ 2,850,000	26%
Other	\$ 570,000	5%	\$ 568,400	5%	\$ 582,400	5%
Total	\$ 3,300,000	30%	\$ 3,378,400	31%	\$ 3,632,400	34%

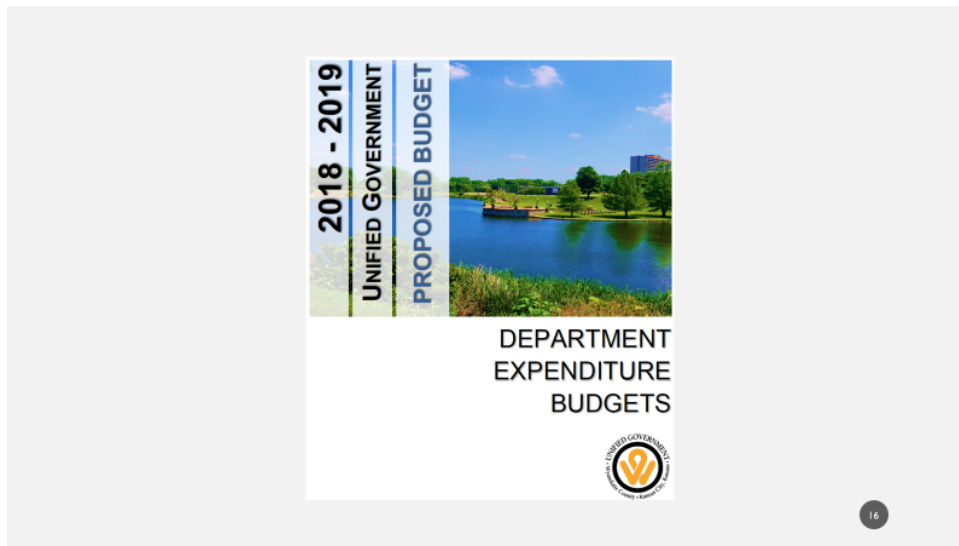
Dedicated Sales Tax - Dpt Exp Totals

	2018 Approved		2018 Amended		2019 Proposed	
	Expenditures		Expenditures		Expenditures	
Totals	\$ 11,101,714		\$ 10,913,015		\$ 10,822,052	

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Also, in that section is a summary of the Dedicated Sales Tax. Basically, what this does is show you the three departments that are funded within the Dedicated Sales Tax. It shows you the amount of their budget and their percentage breakdown.

Kathleen VonAchen, Chief Financial Officer, said I want to point out that beginning on page 89 of the section is a detail of all the revenue forecasts. It includes I think from 2017 Actuals to the Proposed Budget.

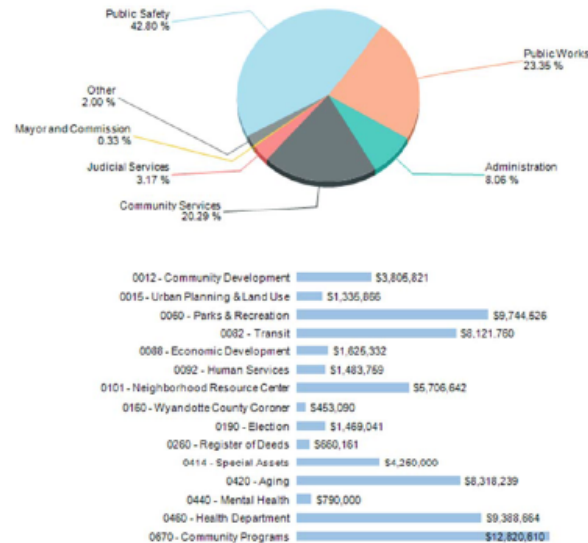


The next section is the Department Expenditure Budgets. Basically, what we have here are section summary for the budgets.

Unified Government of Wyandotte County/Kansas City Kansas
2018 Amended - 2019 Budget



Section: Community Services



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Basically, we have sections for all the departments, so this particular section is Community Services which includes Parks & Rec, Transit, and Community Development. We have another section which is Public Safety which would include the Police Department, Sheriff Department, and Emergency Management.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
2018 AMENDED - 2019 BUDGET



DEPARTMENT: PARKS AND RECREATION

Department Overview:

The Parks and Recreation Department manages a 2,600 acre park system with the goal to meet the majority of the leisure needs of our community. The Department is divided into three divisions: Recreation Management, Park Maintenance and Golf Course Management. The Recreation Management Division is responsible for all recreation programming that includes youth and adult sports, recreation programs, and seasonal special events. These programs are conducted at the Department's seven community centers, numerous athletic fields, swimming pool and parks. The Golf Course management division oversees the management of an eighteen-hole championship course with a full-service club house and a six-hole junior golf course. The Park Maintenance division oversees the daily maintenance, repair and development of 3 regional parks, 4 community parks, 47 neighborhood parks, 7 recreation/community center buildings, 3 community center buildings, 3 spray parks and one pool.

Important Issues:

- Continue our ongoing strategy to address our aging park system and equipment replacement while operating within the budget guidelines.
- Implement a revised CMIP to address the growing needs for repair of essential components of the Department's parks, buildings and other facilities.
- Continue addressing the major repair and replacement needs such as roofs and HVAC systems for the buildings, shelters and restrooms.
- Staffing levels throughout the department are inadequate.
- Fulfilling the recommendations of the adopted 2017 Parks and Recreation Master Plan.

Highlights:

- Readjusted the mowing program to better meet the needs of the community.
- Received funding for a dog park at St. John's Park projected to be installed in the summer of 2018.
- Partnered with Sporting KC to improve St. Margaret's Park.
- Finalist for the MLB/Scott's Field Grant.

New Initiatives:

- Overseeing the boarding of vacant houses and abateements.
- Seeking funding for the National Fitness Court campaign for Huron Park.
- Rebuilding the maintenance shop at the lake that burned down.
- Opening the office at Wyandotte County Lake to serve as a point of sale for Parks and Recreation programs and activities.

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July 16, 2018

This slide shows a narrative for the department. It kind of breaks it down what this department does, what the highlights of the department were in the past year and then some new initiatives that they have with the coming year.

Department: 0060 - Parks & Recreation

Department Expenditure Summary				
	2017 Actual	2018 Original	2018 Amended	2019 Budget
51 - Personnel Costs	\$4,864,122	\$4,971,567	\$5,409,673	\$5,585,048
52 - Contractual Services	\$1,722,467	\$2,097,904	\$2,262,308	\$2,279,800
53 - Commodities	\$686,073	\$681,735	\$660,935	\$680,935
54 - Capital Outlay	\$1,171,839	\$816,300	\$1,166,300	\$1,596,000
55 - Grants, Claims, Shared Revenue	\$25,750	\$7,250	\$9,200	\$9,200
57 - Nonexpense Items	\$61,000	\$151,110	\$151,110	\$1,110
58 - Reserves	0	\$150,000	\$65,000	\$95,000
Total	\$8,551,250	\$8,875,866	\$9,744,526	\$10,249,093

Full Time Equivalent Positions				
	2017 Actual	2018 Original	2018 Amended	2019 Budget
061 - Park Administration	9.00	9.00	9.50	10.50
062 - Park Rangers	1.00	1.00	1.00	1.00
063 - Parks	54.00	54.00	54.00	47.00
064 - Recreation	20.25	20.25	20.50	26.50
067 - Sunflower Hills Golf Course	4.00	4.00	4.00	4.00
Total	88.25	88.25	89.00	89.00

Expenditure By Fund				
	2017 Actual	2018 Original	2018 Amended	2019 Budget
110 - City - General Fund	\$578,077	\$602,784	\$622,579	\$933,637
113 - Consolidated Parks-General	\$6,412,120	\$6,417,755	\$6,641,707	\$6,754,217
160 - County - General	\$160,294	\$152,329	\$189,837	\$195,488
212 - Dedicated Sales Tax	\$99,628	\$100,000	\$100,000	\$100,000
221 - Special Parks and Recreation	\$599,511	\$582,339	\$572,813	\$545,123
223 - Tourism & Convention	0	0	\$100,000	\$100,000
225 - Community Development	0	0	0	\$780,000
266 - Other Special Grants	\$39,500	\$11,004	\$345,108	\$120,000
560 - Sewer System	0	\$24,000	\$24,000	\$31,600
562 - Public Levee	0	0	\$10,000	\$10,000
565 - Sunflower Hills Golf	\$662,121	\$785,655	\$838,483	\$679,626
Total	\$8,551,250	\$8,875,866	\$9,744,526	\$10,249,093

Expenditure By Division				
	2017 Actual	2018 Original	2018 Amended	2019 Budget
061 - Park Administration	\$938,219	\$1,536,324	\$1,746,022	\$1,901,570
062 - Park Rangers	\$27,959	\$63,886	\$75,065	\$78,774
063 - Parks	\$5,838,931	\$5,238,999	\$5,819,303	\$5,794,654
064 - Recreation	\$1,077,819	\$1,250,903	\$1,265,654	\$1,795,068
067 - Sunflower Hills Golf Course	\$668,321	\$785,655	\$838,483	\$679,626
Total	\$8,551,250	\$8,875,866	\$9,744,526	\$10,249,093

This page breaks down financials of the particular department so we're able to see the categories for the expenses which we can see at the top; our Personnel category, Contractual category, Commodities category. Also, we can get another view where we can look at the different funds, the funds of a particular department. There are 12 different funds that we can see that funds Parks & Recreation. We can also see the expenditures by the divisions within Parks & Rec. We also have a view of the FTE in Parks & Rec. It's the second section down so that's a view of how many people are in each division within the Parks & Rec Divisions.



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The next section is the Capital Maintenance Improvement Program. Here we would find our Debt Projects, Cash Projects, and also the equipment that we're funding for the upcoming budget. It's a five-year program that goes from 2019-2023.

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UNIFIED GOVERNMENT														
2019 - 2023 Proposed Capital Maintenance Improvement Program (CMIP)														
Capital Cash Project Summary 7/12/18														
Fund/Department	New	Annual	Dept Priority	Ranking	MSF	CMIP	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
110 - City - General Fund														
Fire Department														
			1	12		8079 - Future Fire Station Land Acquisition	50,000	50,000	100,000	-	145,000	-	-	295,000
			1	9		8088 - Fire Headquarters Renovations	95,000	95,000	-	-	-	-	-	95,000
			1	9		8084 - PPE Lockers Equip Storage Upgrade	-	-	-	75,000	-	-	-	75,000
Fire Department Total							145,000	145,000	100,000	75,000	145,000	-	-	465,000
Knowledge Department														
	(B)		1	9		AUTO - 1997 - Traffic Signal Pre-emption	-	-	-	-	-	250,000	-	250,000
Knowledge Department Total							-	-	-	-	-	250,000	-	250,000
Police Department														
		(B)	2	13		8419 - Police Station Anril Maint Prog	50,000	50,000	50,000	50,000	50,000	50,000	50,000	300,000
		(B)	2	13		8420 - Pol Stn Major Facility Improvements	100,000	100,000	50,000	100,000	100,000	100,000	100,000	550,000
			2	11		8436 - Pol Headqtrs Flooring Replacement	17,000	17,000	-	17,000	17,000	17,000	17,000	85,000
			2	14		8437 - Police HQ-HVAC Upgrades	26,000	26,000	26,000	26,000	-	-	-	78,000
			2	11		8443 - Police HQ Gutter Replacement	25,000	25,000	25,000	25,000	-	-	-	75,000
Police Department Total							218,000	218,000	151,000	218,000	167,000	167,000	167,000	1,088,000
Public Works														
						1055 - PW Asset Mgmt Sys Integrations	-	-	50,000	150,000	150,000	150,000	-	500,000
					(B)	1056 - Holiday Drive Reconstruction Design	200,000	200,000	-	-	-	-	-	200,000
						1064 - 118th Street Lighting	-	-	-	-	-	70,000	430,000	500,000
						1065 - Village W/Infrastructure Improvements	70,000	70,000	-	70,000	70,000	70,000	70,000	350,000
						1068 - Concept Studies & Roadways	100,000	100,000	100,000	125,000	125,000	125,000	125,000	700,000
			2	21	(B)	1069 - Bridge and RCB Inspections	-	-	300,000	176,000	176,000	176,000	176,000	1,004,000
					(B)	1070 - Trail Network Dev Prog	-	-	-	100,000	100,000	100,000	100,000	400,000
					(B)	8151 - Anril Roof Upgrade Program (Move to Operating)	25,000	25,000	-	-	-	-	-	25,000
					(B)	8173 - Bldgs Logic Asset Mgmt & Inven	245,000	245,000	-	-	-	-	-	245,000
					(B)	8199 - Capital Project Reserves	80,000	80,000	80,000	80,000	80,000	80,000	80,000	480,000
						8202 - Facilities Improvements - City	30,000	30,000	215,000	130,000	-	-	-	375,000
		(B)	1			8513 - Fac/Parking Annual Maint/Rep	-	-	200,000	200,000	200,000	200,000	200,000	1,000,000
				8	(B)	9232 - Maintenance Facility KS Ave	40,000	40,000	-	-	-	-	-	40,000
Public Works Total							790,000	790,000	945,000	1,031,000	901,000	971,000	1,181,000	5,819,000

This slide shows a view of Capital Cash Projects from 2018 – 2023.

July 16, 2018



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We also have a Grant Inventory within the budget document. Basically, what this does is breakdown the grants, gives a summary of the grants by department. It also breaks the grants out by if they are federal or state or if they're both federal and state and then also private grants that we have.



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The last section is the Appendices which includes the Financial Policies which will come before the Commission to vote on, on July 26th.

Unified Government of Wyandotte County/Kansas City, Kansas
2018 Amended – 2019 Budget

Position Inventory
(In Full Time Equivalents)

Department	Position Class	2018 Original	2018 Amended	2019 Budget
Aging	ADMIN SUPPORT SPECIALIST	1.00	1.00	1.00
	DIRECTOR	1.00	1.00	1.00
	FISCAL OFFICER	1.00	1.00	1.00
	FISCAL SUPPORT SPECIALIST	1.00	1.00	1.00
	PROFESSIONAL PROGRAM ASSISTANT	1.00	1.00	1.00
	PROGRAM AIDE	1.00	1.00	1.00
	PROGRAM COORDINATOR	2.00	2.00	2.00
Aging Total		15.00	15.00	15.00
Appraiser	ADMIN COORDINATOR	3.00	3.00	3.00
	ADMIN SUPPORT ASSISTANT	3.00	3.00	3.00
	ADMIN SUPPORT SPECIALIST	3.50	2.50	2.50
	APPRAISER	12.00	9.00	9.00
	APPRAISER SUPERVISOR	1.00	1.00	1.00
	DIRECTOR	1.00	1.00	1.00
	FISCAL OFFICER	1.00	1.00	1.00
	INFORMATION SYSTEMS ANALYST	1.00	1.00	1.00
	MANAGER	1.00	1.00	1.00
	PROFESSIONAL ASSISTANT	0.00	1.00	1.00
	PROFESSIONAL PROGRAM ASSISTANT	0.00	1.00	1.00
	PROGRAM COORDINATOR	1.00	1.00	1.00
	PROGRAM SPECIALIST	1.00	0.00	0.00
	PROGRAM SUPERVISOR	2.00	2.00	2.00
Appraiser Total		32.50	32.50	32.50
Commissioners	COMMISSIONER	3.00	3.00	3.00
	PROFESSIONAL ASSISTANT	1.80	2.00	2.00
Commissioners Total		4.80	5.00	5.00
Community Corrections	ADMIN SUPPORT ASSISTANT	0.00	0.50	0.50
	ADMIN SUPPORT SPECIALIST	3.00	3.00	3.00
	ADMIN SUPPORT SUPERVISOR	1.00	1.00	1.00
	DIRECTOR	1.00	1.00	1.00
	INTEN SUPERVISION SUPERVISOR	8.50	8.00	8.00
	INTENSIVE SUPERVISION OFFICER	35.00	35.00	35.00
	INTENSIVE SUPR ADMINISTRATOR	3.00	3.00	3.00
	PRE TRIAL COORDINATOR	2.00	2.00	2.00
	PROFESSIONAL PROGRAM ASSISTANT	5.00	5.00	5.00

We also have a detailed Position Inventory in the back of the budget document which you can see by department and it breaks it down by each type of position in the department.

Unified Government of Wyandotte County/Kansas City, Kansas
2018 Amended – 2019 Budget

Position Inventory by Fund
(In Full Time Equivalents)

Fund	2018 Original	2018 Amended	2019 Budget
Tax Levy			
110 - City - General Fund	1099.84	1093.14	1090.14
113 - Parks and Recreation	73.50	73.25	73.25
160 - County - General	606.98	599.63	602.63
162 - County - Elections	19.25	19.25	19.25
165 - County - Aging	21.12	21.92	21.92
171 - Developmental Disability	2.40	2.45	2.45
172 - County - Health Department	44.40	38.55	38.55
Tax Levy Total	1867.48	1848.18	1848.18
Special Revenue			
212 - Dedicated Sales Tax	50.25	50.25	50.25
220 - Special Street & Hiway-City	72.50	72.50	72.50
221 - Special Parks and Recreation	3.00	3.00	3.00
222 - Special Alcohol Program	4.70	5.30	5.30
Special Revenue Total	130.45	131.05	131.05
Enterprise			
560 - Sewer System	125.77	127.77	127.77
563 - Stormwater Enterprise	6.00	6.00	6.00
564 - Emergency Medical Services	69.00	66.00	66.00
565 - Sunflower Hills Golf Fund	4.00	4.00	4.00
570 - Court Trustee Fund	9.00	9.00	9.00
Enterprise Total	213.77	212.77	212.77
Grants			
225 - Community Development	11.00	10.30	9.80
233 - Justice Assistance Grant	1.00	1.00	1.00
240 - Adult CCA	26.35	26.45	26.45
241 - Juvenile CCA	34.20	31.00	31.00
262 - Department of Aging Grant Fund	13.30	13.30	13.30
263 - Health Department Grant Fund	66.60	48.70	48.70
266 - Other Special Grants	5.15	7.15	7.15
267 - Spec Develop Disabilities Grant	4.55	4.50	4.50
290 - HOME Program	0.00	0.50	0.00
234 - Lead Hazard Cntrl/Healthy Homes	0.00	2.20	2.20
242 - JJ KDOC Reimburse Grants	0.00	1.50	1.50
Grants Total	162.15	146.60	145.60
Grand Total	2373.85	2338.60	2337.60

We also have the Position Inventory broke down by the different type of funds. You can see we have the Tax Levy funds, Special Revenue funds, Enterprise funds, and the Grant funds.

Unified Government of Wyandotte County/Kansas City, Kansas 2018 Amended – 2019 Budget			
Employer Paid Benefit Assumptions			
Employer Paid Benefits	2018 Approved	2018 Amended	2019 Budget
Health Insurance (Traditional Plan)			
Single Coverage	\$7,636	\$7,636	\$8,018
Family Coverage	\$18,086	\$18,086	\$18,990
Health Insurance (Health Savings Account)			
Single Coverage	\$6,871	\$6,871	\$7,214
Family Coverage	\$16,033	\$16,033	\$16,835
Dental Insurance			
Single Coverage	\$364	\$364	\$382
Family Coverage	\$856	\$856	\$899
Vision Insurance			
Single Coverage	\$45	\$45	\$47
Family Coverage	\$103	\$103	\$108
Standard Life Insurance			
Single Coverage	\$32	\$32	\$32
Family Coverage	\$32	\$32	\$32
Health Insurance Waiver	\$1,800	\$1,800	\$1,800
KPERS Civilian Rates	8.46%	9.39%	9.89%
KPERS Fire & Police Rates	19.03%	20.09%	22.13%
KPERS Sheriff	19.03%	20.09%	22.13%
KPERS Retired From Different Employer	15.18%	8.39%	8.89%
FICA (Social Security)	6.20%	6.20%	6.20%
FICA (Medicare)	1.45%	1.45%	1.45%
Unemployment	0.10%	0.10%	0.10%

This shows the Employer Paid Benefits. These are the percentages and the dollar amount that the Unified Government pays for each and every employee and it breaks down if it's single coverage or family coverage for the Health Insurance. It also shows the Vision Insurance. It also shows the Retirement Rates for each type of employee that we have here at the Unified Government.

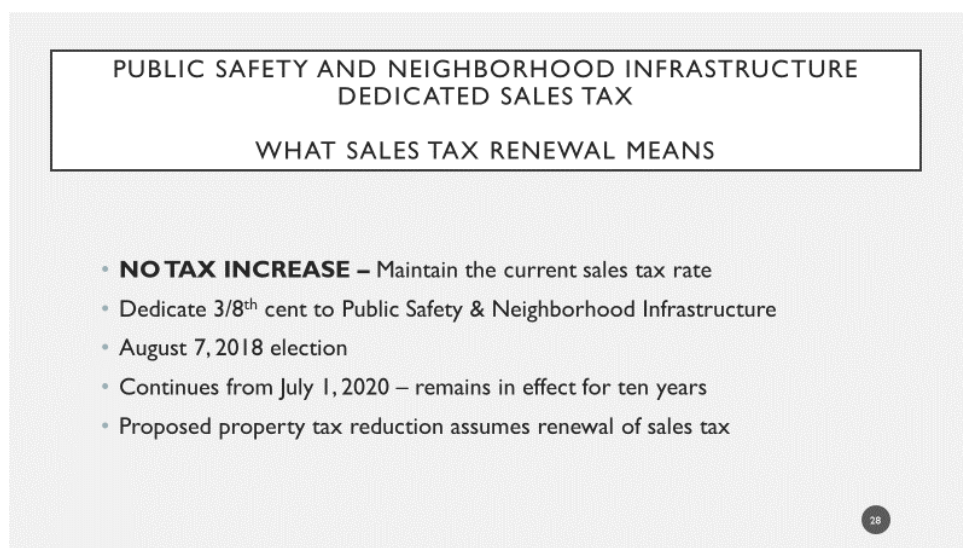
That's the breakdown of the budget document. Are there any questions?

Mr. Bach said one thing I forgot to mention at the presentation of the budget the other night was that we did receive the fifth straight award, or the Budget Department, received that for the fifth straight GFOA Award for budget documents. So, I was proud to receive that again last year. That was based on last years' document, right? **Mr. Lindsey** said yes. **Mr. Bach** said we will again submit this one in that format.

If there are any questions regarding the structure or what's in the document or anywhere to find it, if you do have any I think that electronic feature they've added this year to be able to have it and click on it and jump throughout the document, makes the electronic version even that much easier to use.

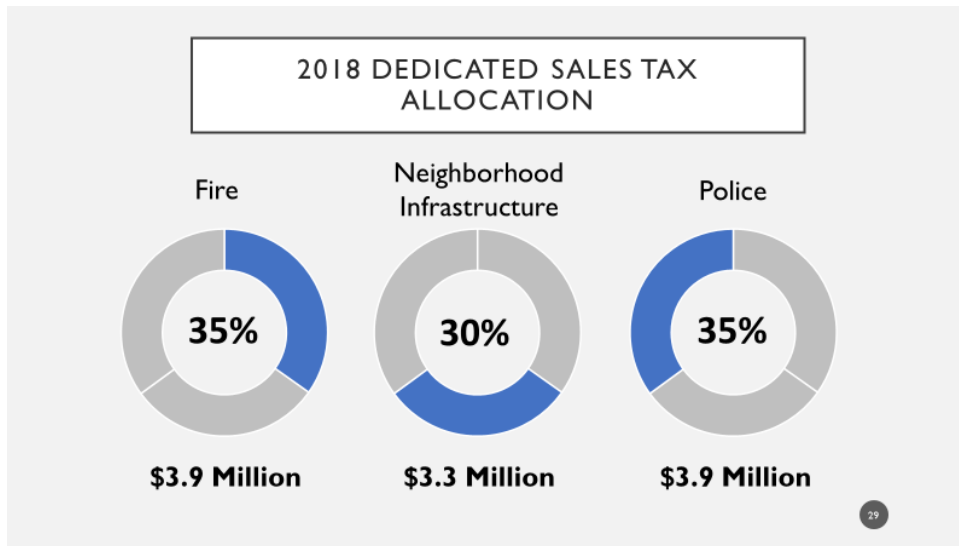


I wanted to have a little bit of discussion on the Dedicated Sales Tax this evening because it really plays into the budget. As you're all aware, the Public Safety & Neighborhood Infrastructure Dedicated Sales Tax, and we're up for renewal on August 7th.



This is a no tax increase sales tax. It just maintains what's already in place. It's 3/8th cents and it all goes to Public Safety & Neighborhood Infrastructure, our Public Safety operations and Neighborhood Infrastructure. It will continue on from 2020 for ten years. What is key in relation to this budget is really—I've based this budget on the assumption that we are going to get this tax renewed because there are a couple of mill rates being proposed as a reduction that makes us more reliant on non-property taxes and this is \$10M with that structure. It's very important that as we

go through it if that tax is not renewed, we would probably have to come back and think about the structure of this budget after we go through it.

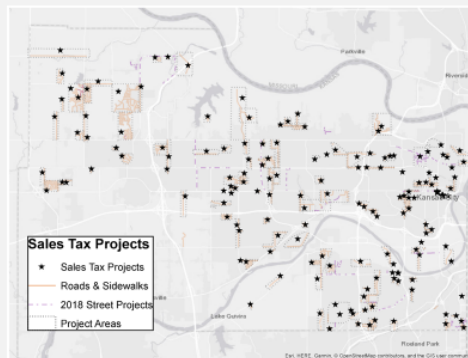


It's divided out pretty equally between Police, Fire and our Neighborhood Infrastructure. This is how the 2018 Budget that's before you is proposed.



Where we spend the money on a little more specifically, it goes into Streets, the Commission Neighborhood Improvement Projects have been key over the years, our Safe Routes to Schools Program, Community Centers, Curbs, Sidewalks, and Parks.

MAP OF INFRASTRUCTURE PROJECTS



www.wycokck.org/SalesTax

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If you click on and you go to this site you can see all the different projects around the community, where we have had infrastructure projects over the years. When you actually hover over like one of the stars, that will give you a little bit of information on that project, so it tells you what street it was we worked on, how much money went into it and that will break it out. These are all not 100% funded by the Dedicated Sales Tax, but it will show you what percentage. If we spent \$2M from the General Fund and then another \$500K from the Dedicated or something like that, it's all identified within this so it's a very good detailed slide to give you that information about where money was spent over the past eight years.

PUBLIC SAFETY EQUIPMENT



50 Police Patrol Vehicles

15 Fire vehicles and ambulances



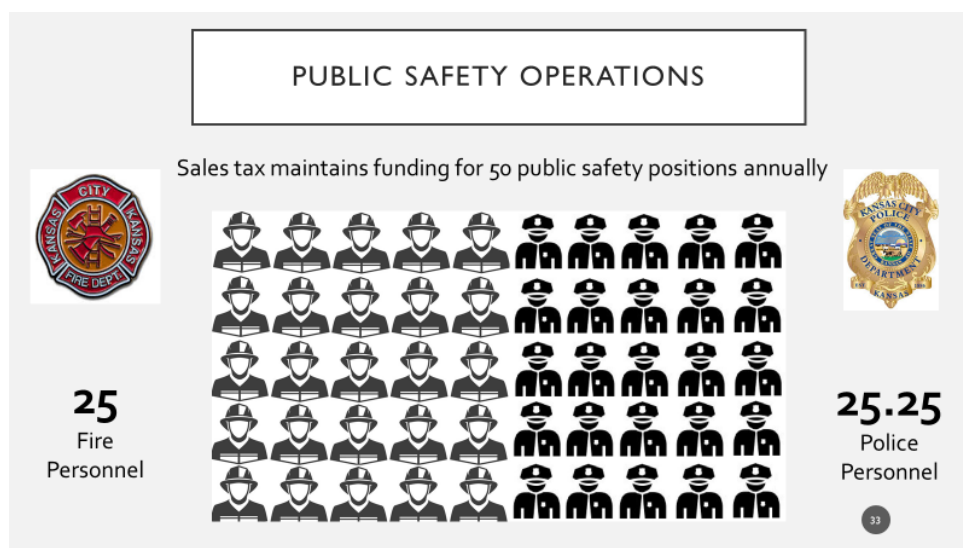
8 Police motorcycles

Police vehicle and body cameras



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Then, of course, we buy 50 police patrol vehicles coming in, 15 fire vehicles and ambulances, 8 police motorcycles, the body camera equipment that we're buying this year all comes from this money.



We fund 25 Police Officers and 25 Fire personnel from this.

**RECAP OF PUBLIC SAFETY & NEIGHBORHOOD
INFRASTRUCTURE DEDICATED SALES TAX**

- **NOT A TAX INCREASE** – retains current 3/8 cent dedicated sales tax
- Paid by millions of annual visitors
- Generates over \$10 million annually, equal to 6.5% of City General Fund
- Proposed property tax reduction assumes renewal of sales tax

www.wycokck.org/SalesTax

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Again, just to recap, it's not a tax increase, 3/8 cents, it's paid by millions of visitors annual that come into our community. So, particularly when people go into the Village West area and they buy goods or services out there and they're taxed, the millions of dollars that come in from that perspective, so it's paid by non-Wyandotte County residents in a great percentage in that area. As I said, it generates over \$10M annually which by comparison is about six—is equal to a number

of about 6.5% of what our City General Fund is. As I said, our proposed property tax reduction in this proposed budget assumes renewal of this sales tax.



Now we will do a little bit of recap on the Spring Strategic Financial Planning Retreat. With that, I'm going to recognize Kathleen VonAchen, our Chief Financial Officer.

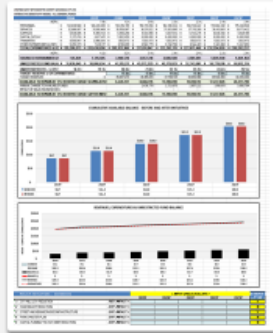
INTERACTIVE BUDGET POLICY GROUP EXERCISE

Purpose

- To develop a balanced financial plan to deliver services in a sustainable manner over the future five-years, while remaining prudent stewards of UG assets and resources.

Game rules

- Commission broke-out into 3 small groups
- Reviewed Budget Policy Initiatives for inclusion in MuniCast Interactive Financial Model
- Developed a five-year financial plan with your group's policy budget initiatives
- Each group reported back on their plan to the "Group of the Whole" (UG Commission)
- Gave CAO direction on developing the 2019 Budget



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Ms. VonAchen said we thought it would be good to do a recap of our conversation that we had in the spring that was in March of this year. As you remember, we discussed a variety of topics under

July 16, 2018

the topic of Financial Strategic Planning. That evening we also did a group exercise so think back four or five months. We basically broke you all up into three different groups and each of you had your own room with your own model and a list of all the policy initiatives that we identified, which you could add to, of areas where you might want to fund—you know various programs that you might want to fund as part of the budget. We also provided you with a five-year financial forecast and the goal that we set out for you to accomplish that evening was to within your group come with what you would do with the financial forecast while still maintaining the fund balance at the 17% level and then report back out to the group as a whole or the committee as a whole. That feedback helps all the departments and the County Administrator form the budget that we're now proposing to you.

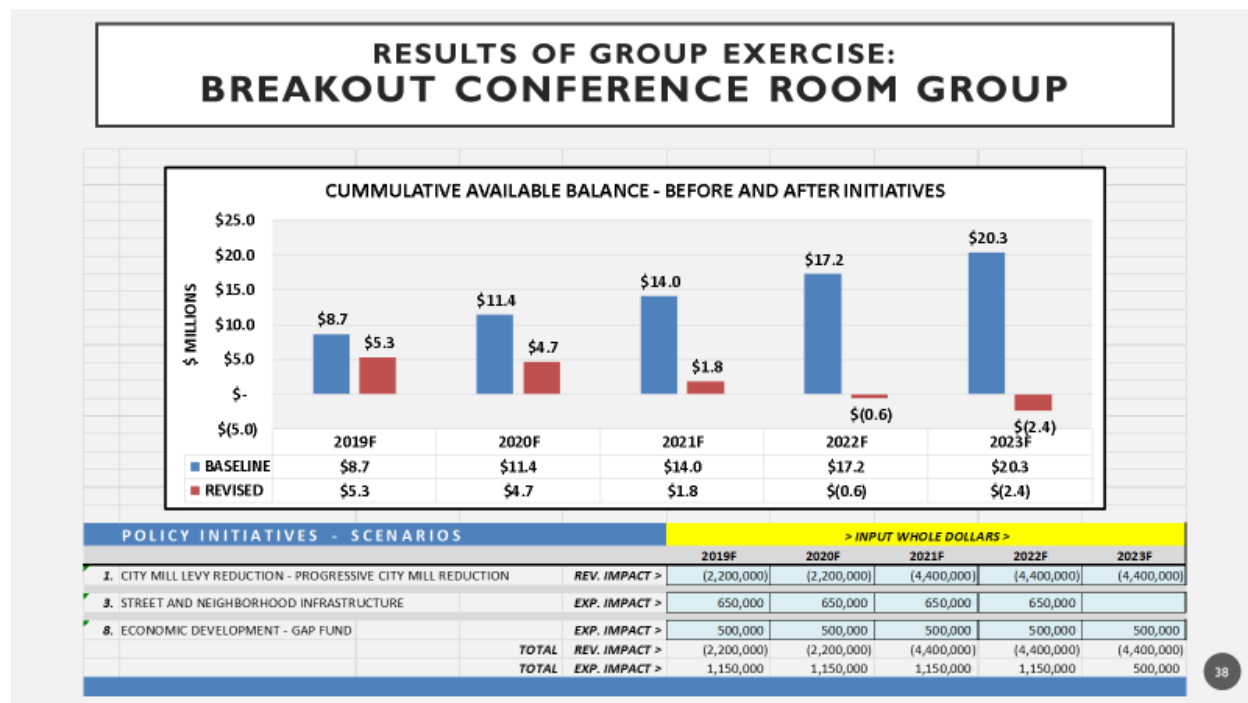
BUDGETARY POLICY INITIATIVES

- 1) City Mill Levy Reduction
- 2) SOAR (Blight Reduction)
- 3) Street Infrastructure
- 4) Parks Master Plan
- 5) Capital Funding "Pay Go" (Debt Reduction)
- 6) Department Special Initiatives
- 7) Franchise Tax (PILOT) Percentage Reduction
- 8) Economic Development – Gap Funding
- 9) Increase GF Reserves to 3-months of Expenditures
- 10) Water Pollution Loan Repayment

POLICY INITIATIVES - SCENARIOS			*INPUT (MILLE DOLLARS)					ACTUARY'S 5/19/16-18
			2017F	2018F	2019F	2020F	2021F	
1. CITY MILL LEVY REDUCTION		REV. IMPACT>						15
2. SOAR (BLIGHT REDUCTION)		EXP. IMPACT>						15
3. STREET INFRASTRUCTURE		EXP. IMPACT>						15
4. PARKS MASTER PLAN		EXP. IMPACT>						15
5. CAPITAL FUNDING "PAYGO" (DEBT REDUCTION)		EXP. IMPACT>						15
6. DEPARTMENT SPECIAL INITIATIVES		EXP. IMPACT>						15
7. PILOT REDUCTION		EXP. IMPACT>						15
8. ECONOMIC DEVELOPMENT - GAP FUND		EXP. IMPACT>						15
9. INCREASE RESERVES TO 3-MONTHS OF EXPENDITURES		REV. IMPACT>						15
10. WPA (2014) LOAN (\$1.85 M OVRD; \$300K P/YR IN FORECAST)		EXP. IMPACT>						15
11. OTHER		EXP. IMPACT>						15
12. OTHER		EXP. IMPACT>						15

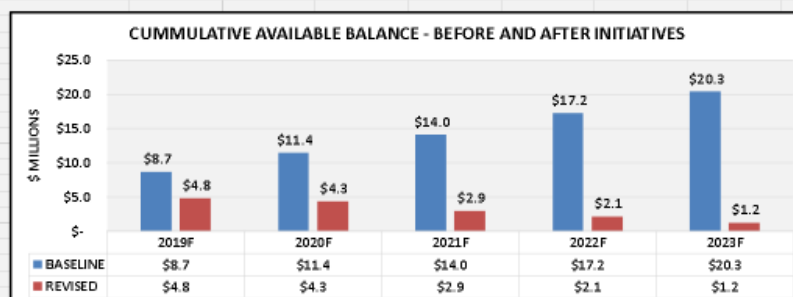
The Policy Initiatives that we listed for you back in March which, of course, this is not all inclusive; it's just some suggested policy areas that we identified were: the City Mill Levy Reduction, additional funding for SOAR for blight reduction, additional funding for Street Infrastructure and Neighborhood Improvements, funding for the Parks Master Plan, additional funding on a "Pay Go" basis rather than using debt so more cash funding for projects. Various department special initiatives to allow management to have more flexibility when ideas come up in the middle of the year, a reduction in the franchise tax (PILOT) payment that we receive from the BPU. Funding

for Economic Development initiatives that can't fund themselves entirely, so the Gap funding, an increase in the General Fund Reserve to 3-months of expenditures rather than the 2-months. Then, maybe also additional payments towards the Water Pollution Loan Repayment that's occurred. There was a loan that was taken out back in 2014 and we need to continue paying that. Actually, it's the Sewer Pollution.



Now what I'm going to do is recap briefly the results of each group so just as a reminder. The first group we're calling the Break Conference Room Group because we figured you might remember which group you were in if you remember what location you were sitting. This group, based on your discussion, decided upon—here's the graph up here so the blue is the amount of resources that are available that we identified through the forecast at that time. The red columns here kind of basically spend down those amounts. This group recommended a 2-mill reduction in '19 going forward all the way to 2023 and additional street funding of \$650K and Economic Development Gap Fund of \$500K for each of those years. Also, I meant to mention beginning in 2021 the mill reduction was increased by 2-mills. I just wanted to point out that this scenario isn't affordable because it falls below the zero given the forecast assumptions.

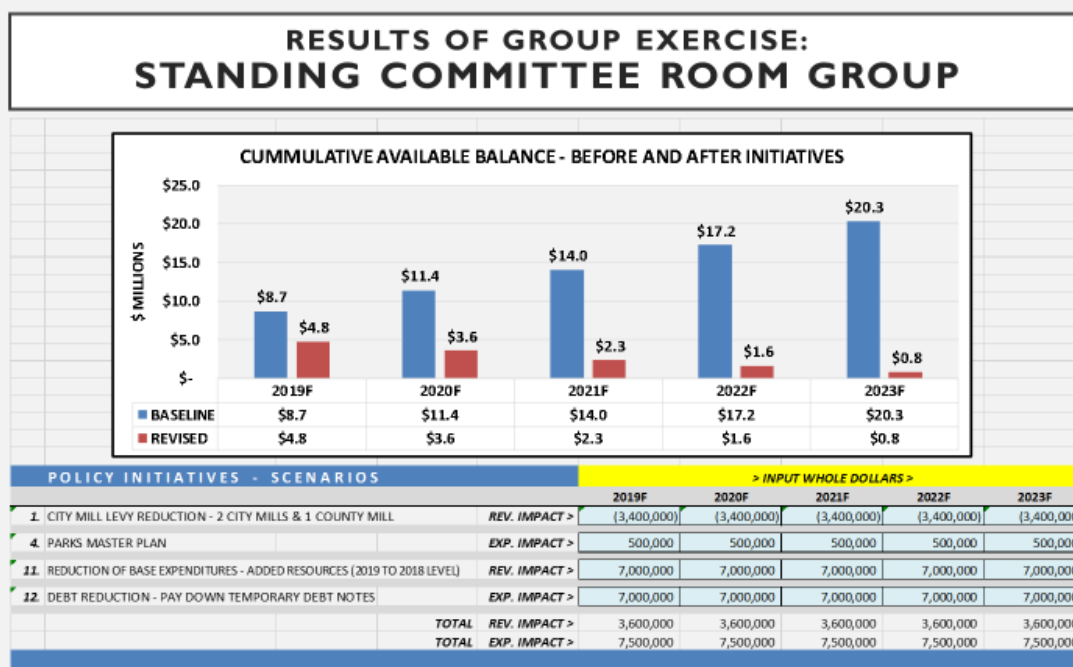
RESULTS OF GROUP EXERCISE: BUDGET CONFERENCE ROOM GROUP



POLICY INITIATIVES - SCENARIOS		> INPUT WHOLE DOLLARS >				
		2019F	2020F	2021F	2022F	2023F
1. CITY MILL LEVY REDUCTION - PROGRESS CITY MILL REDUCTION	REV. IMPACT >	(1,100,000)	(2,200,000)	(3,300,000)	(3,300,000)	(3,300,000)
2. SOAR (BLIGHT REDUCTION)	EXP. IMPACT >	500,000	300,000	200,000	200,000	200,000
3. STREET AND NEIGHBORHOOD INFRASTRUCTURE	EXP. IMPACT >	500,000	500,000	250,000	250,000	250,000
4. PARKS MASTER PLAN	EXP. IMPACT >	250,000	250,000	250,000	250,000	250,000
5. CAPITAL FUNDING "PAYGO" (DEBT REDUCTION)	EXP. IMPACT >	500,000				
6. ECONOMIC DEVELOPMENT - GAP FUND	EXP. IMPACT >	1,000,000				
	TOTAL REV. IMPACT >	(1,100,000)	(2,200,000)	(3,300,000)	(3,300,000)	(3,300,000)
	TOTAL EXP. IMPACT >	2,750,000	1,050,000	700,000	700,000	700,000

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The second group is the Budget Conference Room Group and they recommended a 1-mill increase in '19, a 2-mill increase in '20, and then a 3-mill increase in 2021 with that going forward, a half-million each year for SOAR, a half million more each year for Street & Neighborhood Infrastructure, \$250K each year for Parks Master Plan, \$500K for additional cash funding of Capital projects and then \$1M for the Economic Development Gap Fund. **Mr. Bach** said to clarify, they recommended a mill decrease. You said increase. There wasn't any recommended increase. They were decreases. **Ms. VonAchen** said I beg your pardon. Thank you for clarifying. I did mean reduction, yes, a mill reduction.



Ms. VonAchen said for the Standing Committee Room, they recommended a 2-mill reduction on the City General Fund side and 1-mill reduction on the County side. That's true going forward for all five years. The Parks Master Plan, funding that at \$500K each year and then it recommended that we reduce our Temporary Note debt by \$7M by reducing our base operating expenditures by \$7M, but there wasn't any specificity on where to reduce \$7M from our \$200M General Fund.

PROPOSED 2019 BUDGET INITIATIVES

- **Two-Mill Reduction in City General Fund**
 - 2 groups recommended a 2-mill reduction to City GF
 - 1 group recommended a 1-mill reduction to City GF
 - 1 group also recommended a 1-mill reduction to County GF
- **Cash-Funded Street and Neighborhood Infrastructure**
 - 2019 Dedicated Sales Tax funding includes additional \$300K for neighborhood resurfacing, \$150K for Holliday Drive design and \$250K for SRTS Phase F (White/West/Willard)
 - 2019 City General Fund funding includes \$300K for Bridge and RCB Inspections
- **Debt and Lease Financing Reduction**
 - Recommended debt financing of \$13.5M instead of \$15M
 - Cash funded 30 Police cars in 2018 previously leased financed
 - Cash funded one EMS Ambulance in 2019 previously leased financed
- **Economic Development GAP Fund**
 - Utilizing resources from IRB fees pending adopting of policy
- **Parks Master Plan**
 - Funding includes \$115K for Parks Restroom Replacement and \$100K for WyCo Lake Shop Construction
 - Comprehensive funding plan to be developed as part of 2020 Budget process

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After the meeting that evening the next few days all of us got together and we took your recommendations and your direction, and this is what our Proposed 2019 Budget includes resulting from this exercise. We have proposed a 2-mill reduction in the City General Fund. Just to summarize, there were two of your groups from the exercise that recommended a 2-mill reduction to the City General Fund. One group recommended just a 1-mill reduction in 2019 and there was also one of the two groups on the top also recommended a 1-mill reduction in the County General Fund. So, we felt the 2-mill reduction was the consensus view from all of you and that's what we included in our revenue estimate.

Additional Cash-Funded Street and Neighborhood Infrastructure; we've included in the 2019 Proposed Budget, funded by the Dedicated Sales Tax funding an additional \$300K for Neighborhood Resurfacing, \$150K for Holliday Drive design, and \$250K for the Safe Route to School funding. Also, in '19 in the City General Fund there is funding for an additional \$300K for bridge inspections. So, more funding in that category.

Also, from the feedback and from this discussion included Debt and Lease Financing Reductions within our proposal. There is a recommended debt financing of \$13.5M rather than what has typically been set as the target which was \$15M. So, it's \$1.5M less than we typically take out in new debt each year for Capital investments. We also switched to cash funding of 30

police cars in 2018 that had previously been planned to be leased financed. We also cash funded one EMS ambulance in 2019 that had previously been planned to be leased financed.

On the Economic Development Gap Fund, there is a specific funding in there for this proposal or initiative at this time, but there are resources that we are going to be utilizing that we collect from private companies that undertake an IRB financing. Those vary depending on what kind of development we have, but it can go up to as much as \$400K in fees. That's a resource that we can utilize, but we're awaiting adoption of a policy for this program.

The last item is the Parks Master Plan. We do have additional funding proposed in 2019 for parks related facilities and other Capital needs; \$115K for Parks Restroom Replacement and then \$100K for the Wyandotte County Lake Shop for reconstruction of that shop. A Comprehensive Funding Plan is proposed to be developed as part of the 2020 budget process, so that's the plan there.

That's what we have as a recap for the Spring Retreat.

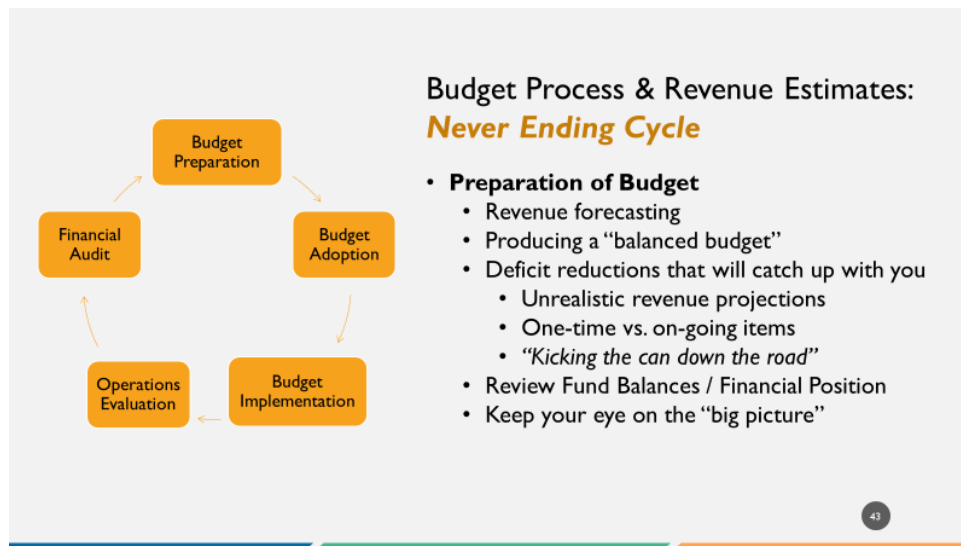
Commissioner McKiernan said I appreciate this. I'm sure all of these initiatives are very good and are going to end up being a good addition to our budget. As most of you know, I had some problems with the organization of this particular session, not the least of which was I didn't feel like it—I felt like we would have been better served for the Commission to have come back together after the breakouts and have discussion and possibly come to consensus rather than just turn in our results and have that discussion and that consensus reached outside of us. The Mayor and Mr. Bach both received a very lengthy email from me the following day in which I outlined some of my suggestions for how I think this exercise could be much better in terms of helping us forecast and guide the budget the next time we go through this. I'm hoping we can continue to work on this so that the Commission gets a little bit better direction in terms of how to set some of these budget initiatives.

Mr. Bach said in the end I will just note, Mayor, most of the money for this budget was focused on those top three ones on that line to how to get the mill reduction in place and then to keep the infrastructure there but go away from debt and lease financing as best we could. That's really what we worked hard on to make this budget work that way.

Commissioner Philbrook said thank you, Commissioner, for making the comment about the follow-up after. It would have been very nice for us to be able to cuss and discuss it together instead of just throwing—because we learn individually in our own groups and then bringing us together to talk about that, I think we would have accomplished a lot more.



Mr. Bach said that takes us to our Revenue Review and I will just note, we handed you documents that had about 60 slides in it. This is already slide 42 so we do have it structured so we could move right along through these. Maybe a little bit more detail in this next series of slides that we're going to go through, but we want to make sure you have a good understanding and if you have questions as Kathleen moves through this, please don't hesitate to stop or challenge or whatever you want to as far as how we came upon our assumptions. I know these are areas that a lot of times as we go through the meetings or workshops you will go back to that and ask was that assumption based on or whatever. That's where Kathleen worked on this to try to structure it, so you would have that information upfront and we can work from there. I know the Economic Development & Finance Committee gets a little bit more of this information in detail, but we know everybody needs it as well. With that, I'm going to turn this over to Kathleen again.



Ms. VonAchen said I would like to introduce Debbie Jonscher who will be making the presentation on the Revenue Estimates. **Debbie Jonscher, Deputy Chief Financial Officer**, said I’m just going to go through the process that we look at for when we’re preparing our revenue estimates and some of what’s included in our estimates in the budget for 2019.

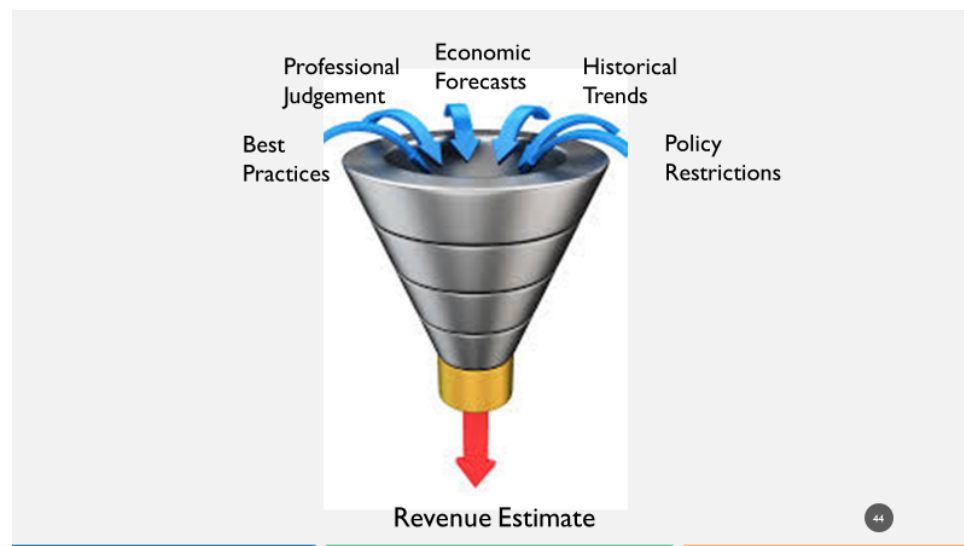
This slide just shows the budget process. We start with the budget preparation which is the process we’re currently in. We start looking at our revenue forecasting and producing a balanced budget where revenues and expenditures equal. We also want to look at deficit reductions that can catch up with you if we make unrealistic revenue projections. If we’re too conservative, that can sometimes restrict the expenditures that we can budget for and if we’re overly optimistic on revenues, we could end up—and we don’t receive the amount that we project, then that could cause an issue with our fund balance at the end of the year.

Also, one-time vs. on-going items can present problems. We may just have one-time items that would be something that hits the budget in one particular year. The idea of having a healthy fund balance can offset some of those expenditures that can occur. We want to make sure that we correct that in future years so that we don’t continue drawing down the fund balance.

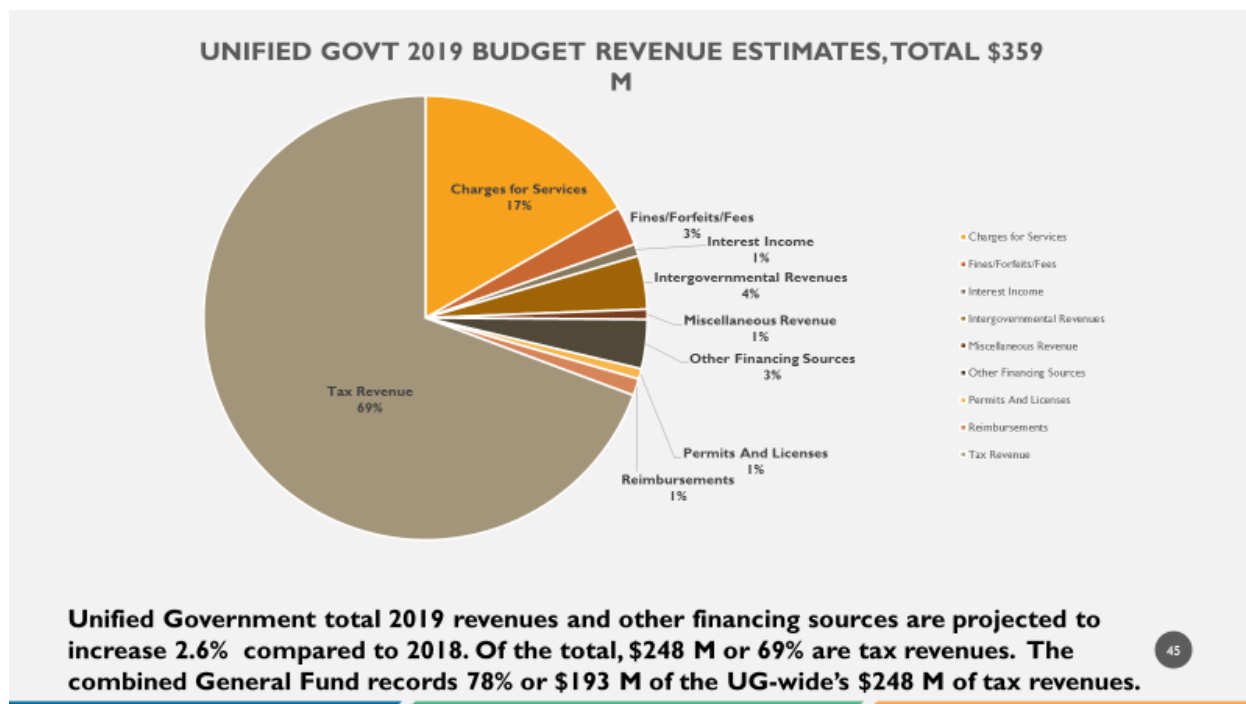
Once the budget is adopted we then go into budget implementation. We’re reviewing fund balances and financial position. As Doug said, we present quarterly to the ED&F Committee the Budget to Actual statements showing where we are at each quarter and that kind of gives you an idea of what our financial position is throughout the year. That’s part of our operations evaluation also looking at those fund balances and just determine if our revenue projections are

not where we thought they would be, do we need to make any adjustments as we're going through the year.

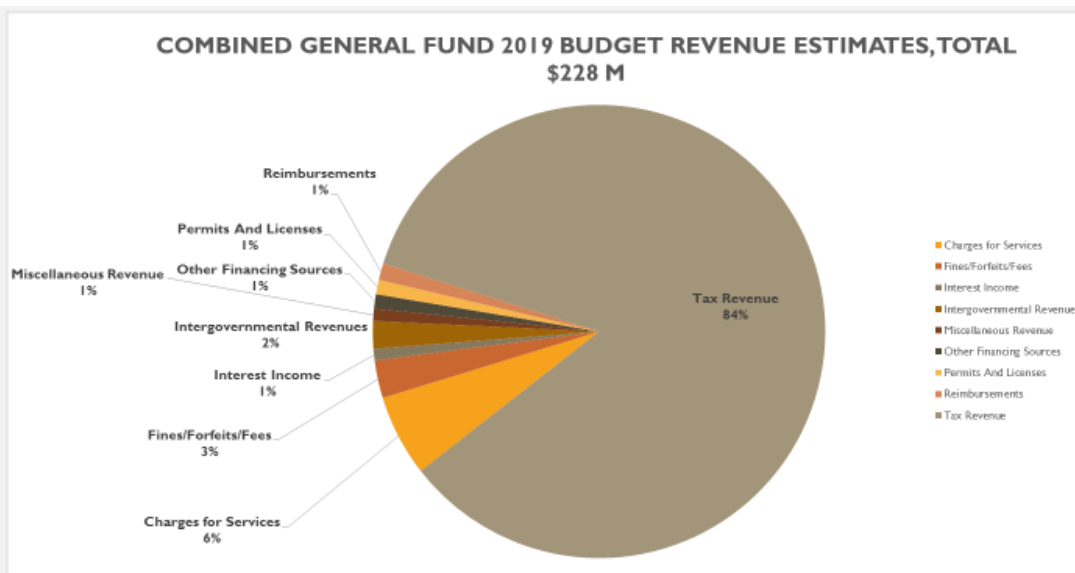
The final process of that is the Financial Audit which we just brought to the Commission last month, the audit of the 2017 Financial Statements.



This slide shows what goes into revenue estimating. We use best practices, we use a lot of recommendations, our policies have recommendations from GFOA which is the Government Finance Officers Association, professional judgement; we will look at economic forecasts and are there things in the economy that could affect our revenue forecasting, historical trends of how we've done over the past several years, and also any policy restrictions that can affect what we can put into the budget. All of that goes into our revenue estimates.

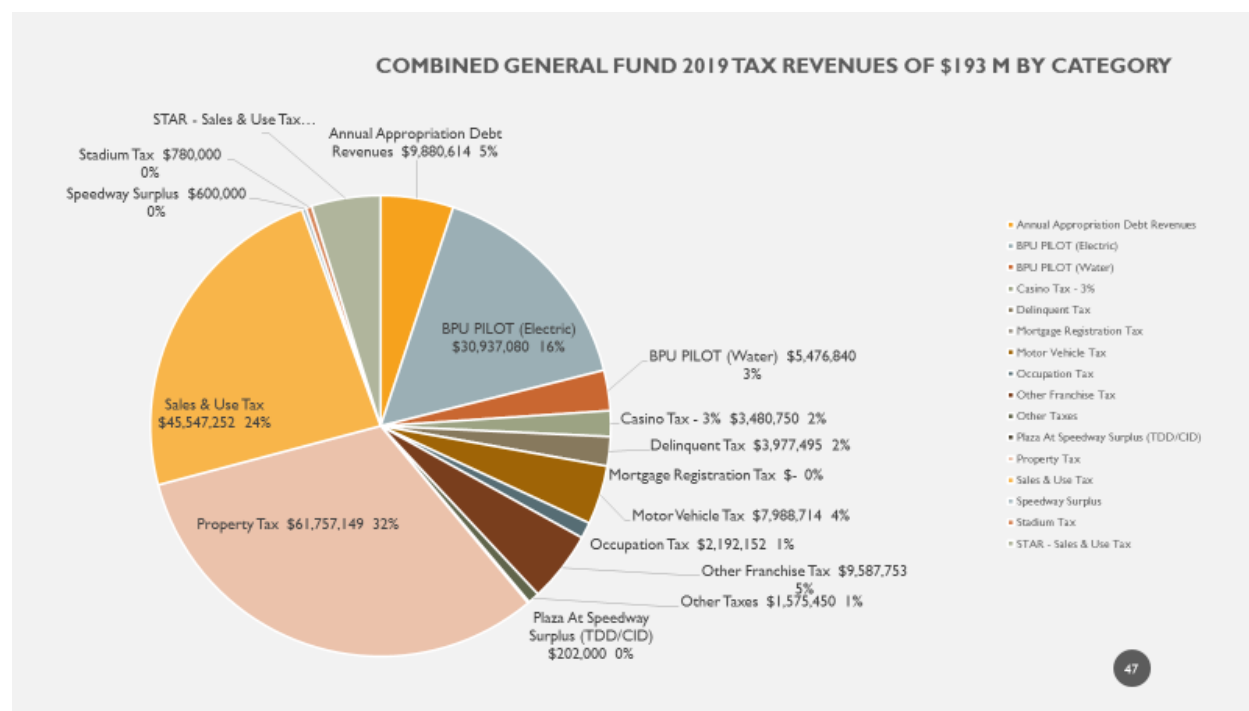


This slide shows our 2019 Budget Revenue Estimates. Our total revenue for all funds is \$359M for 2019. We're projected to be about 2.6% above where our estimates are in 2018. Of that total, \$248M or 69% is tax revenues. The combined General Fund tax revenue is \$193M of that \$248M so the graph shows the 69% which is tax revenue. The next largest one would be Charges for Services which is 17%.

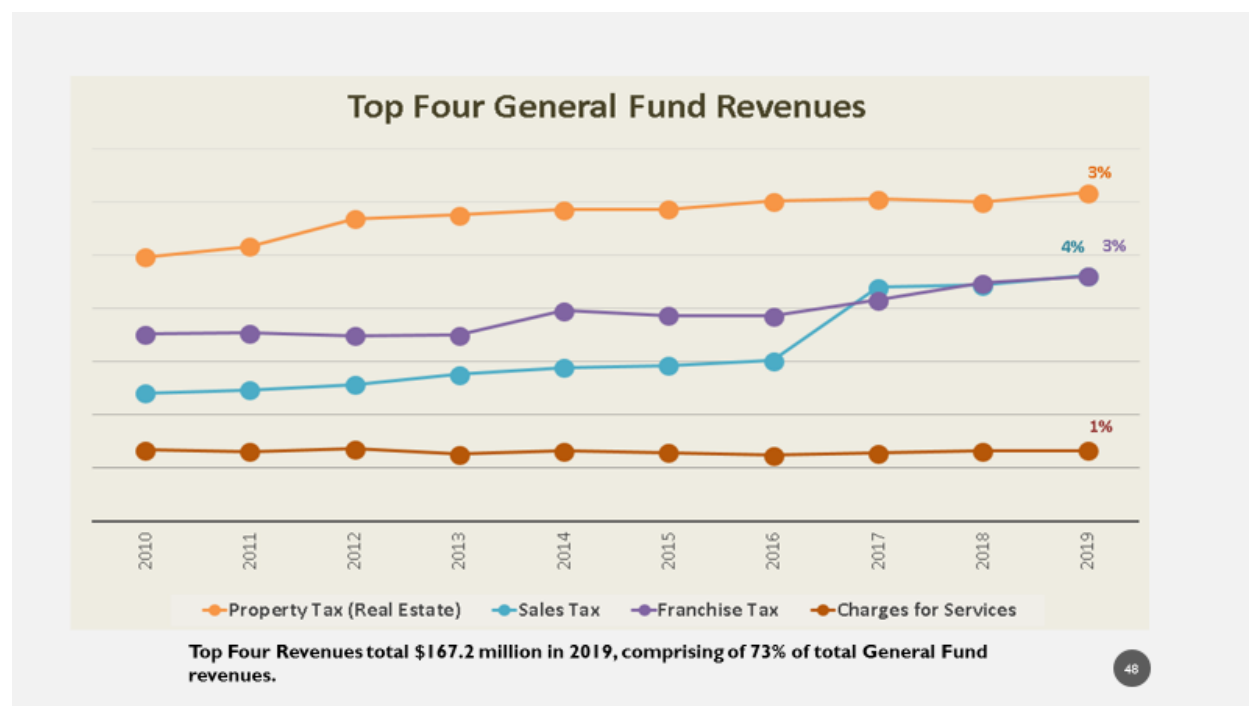


Of the total \$359 M Unified Government 2019 revenues, 64% are in the Consolidated General Fund. Combined General Fund 2019 revenues are projected to increase 1.8% compared to 2018. Of the total General Fund revenues, \$193 million or 84% are tax revenues.

This next graph shows all the General Fund revenues so the three General Funds, the City, the County, and the Parks General Fund all total \$228M. As you can see, tax revenue is 84% of that total. The Combined General Fund 2019 revenues are expected to increase 1.8% to 2018.



This slide shows the General Fund Tax Revenues, the \$193M and this the graph that breaks out all of the tax revenues for the three General funds. As you can see, Property Tax is the largest at 32%, Sales & Use Tax is 24% being the second largest, and the third largest would be the BPU PILOT. The electric and water together is 19% of the total tax revenues.



This slide you have also seen in the budget presentation. This is the graph of the top four General Fund Revenues; Property Tax, Sales Tax, Franchise Tax, and Charges for Service. The four top revenues total \$167.2M in 2019 and comprise 73% of the total General Fund revenues.

Ms. VonAchen said I just wanted to point out and I will add a little bit to Debbie's commentary, the top one is the Property Tax and you can see that we are estimating that revenue will come in at 3% above the '18 level. We've talked a little bit about that during the budget presentation. The Sales Tax number is coming in—that's the blue line, we're projecting that to come in at 4% above of the prior year. It's actually 5% for the core Sales Tax amount and then 4% which diminishes the total 4% for the Use Tax. You have to keep in mind that—you see it's bumped up quite a bit from '16 to '17, that's the addition of the STAR Revenue money, but that STAR money is held at the same amount each year because any growth off that amount goes to pay debt service on the Soccer Bonds. When you add up the Use Tax, the STAR Bond money, and all the Sales Tax you

come up with an increase that's only 4%, but we're expecting retail activity to improve by about 5% next year.

The purple line is Franchise Tax which that incorporates the BPU's electric rate adjustment that occurred in March. There was another one that occurred last year and another one this year.

Then the last one is Charges for Services.

Certified Property Valuation released by the UG Clerk June 15, 2018

	2017 AV (final) for 2018 Amended Budget Per 10/2017 Valuation Rpt	2018 AV Est. for 2019 Original Budget Per 6/2018 Valuation Rpt	Variance	% Change	% of Total
Wyandotte County					
RE (Existing)	1,050,317,496	1,138,373,510	88,056,014	8.4%	87%
RE (New Impr/Remodel)	20,443,031	19,691,033	(751,998)	-3.7%	2%
Utilities	80,141,950	90,353,466	10,211,516	12.7%	7%
Subtotal Real Estate Ad Valorem	1,150,902,477	1,248,418,009	97,515,532	8.5%	96%
PP excludes motor vehicle	57,811,642	55,470,788	(2,340,854)	-4.0%	4%
Total County Assessed Value	1,208,714,119	1,303,888,797	95,174,678	7.9%	100%
Percentage Change from Prior Year	2.3%	7.9%			

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The slide is actually—I wanted to provide this to you just so you have this information. I'm not really going to go over it in-depth, but this is the Property Tax Valuation as certified by our UG Clerk. You can see here that this is for the 2019 Original Budget compared with the current year '18 Budget and so you can see there's that 7.9% increase in assessed value that we were talking about. The majority of this \$1.3B assessed value number is for real estate, 87% of it, and just a couple of things I wanted to bring to your attention is that last year we saw a dramatic reduction in this utilities account, our Utilities category. We're happy to report that jumped back up to its prior level to \$90M. New Improvements is holding steady at the \$20 or \$19M level. Personal Property is decreasing steadily because of the aging of the outstanding Machinery & Equipment that is no longer taxable. Overall, the increase is 7.9%. This is on the County side.

July 16, 2018

Commissioner Philbrook said, Kathleen, so that big jump, is part of that big jump in the money for BPU the additional business or industrial stuff that we're getting, or do you know that? **Ms. VonAchen** said you know—**Commissioner Philbrook** said no, it's the rate adjustments. **Ms. VonAchen** said there were a couple of railroads whose values improved over '18 and it's a number of areas.

Mayor Alvey said, Kathleen, if you could just briefly again explain why the 7.9% improvement in assessed value does not result in 7.9% increased revenues. **Ms. VonAchen** said yes, I think that's an excellent segway to my next slide. The next two slides actually explain that. I think it will be clear.

PROPERTY TAX REVENUE CALCULATION (2019 PROPOSED BUDGET)							
Fund	2019 Mill Levy (Budget Yr) ^D	2018 Est. Total Assessed Value for 2019 Proposed Budget	2019 Property Tax Revenue (before deductions) ^A	Delinquency Rate Deduction Estimate ^B	2019 Property Tax Revenue (after Delinquency deductions)	Hollywood Casino Tax Appeal 2015 Refund ^C	2019 Property Tax Revenue (after all deductions)
County-General Fund	31.082	\$ 1,303,888,797	\$ 40,528,122	\$ (2,604,655)	\$ 37,923,468	\$ (456,514)	\$ 37,466,954
County-Bond & Interest Fund	2.195	\$ 1,303,888,797	\$ 2,861,746	\$ (183,918)	\$ 2,677,828	\$ (32,235)	\$ 2,645,593
County-Parks General Fund	1.386	\$ 1,303,888,797	\$ 1,807,693	\$ (116,177)	\$ 1,691,517	\$ (20,362)	\$ 1,671,155
Other Tax Levy Funds (County)	4.216	\$ 1,303,888,797	\$ 5,497,528	\$ (353,314)	\$ 5,144,213	\$ (61,925)	\$ 5,082,289
City General Fund ^D	21.167	\$ 1,166,003,498	\$ 24,681,090	\$ (1,702,508)	\$ 22,978,581	\$ (359,540)	\$ 22,619,041
City Bond & Interest Fund	16.836	\$ 1,166,003,498	\$ 19,630,788	\$ (1,354,137)	\$ 18,276,651	\$ (285,970)	\$ 17,990,681
Totals	76.883		\$ 95,006,968	\$ (6,314,709)	\$ 88,692,258	\$ (1,216,547)	\$ 87,475,711

A. (Mill levy rate divided by 1000) multiplied by total assessed value.; 2018 AV growth for the 2019 Proposed Budget estimated at City- 8.0% and County 7.9%

B. Includes delinquency non-collection estimate of 6.5% for the County and 7% for the City.

C. Refund of 2015 taxes to #1 taxpayer in UG - Hollywood Casino; Reduced AV as a result of expected tax appeal loss will take affect in 2020 Budget Year.

D. City General Fund proposes a 2 mill property tax reduction for 2019 Proposed Budget.

As you know we collect property tax not just for the County General Fund and City General Fund, but we also collect it for the County Bond & Interest Fund and the City Bond & Interest Fund and then finally for a variety of Tax Levy Funds. I think there are about eight or nine of them, but they are listed on page 45 of your budget document. In total the mill levy that the Unified Government receives or assesses totals 76 mills and so this is the calculation of how we have come up with our revenue estimate. The final column adds up to \$87M among all these various funds. It starts out with the current mill levy except that we've dropped the City General Fund down 2-mills so last

year it was—or actually when I say last year I’m referring to the current fiscal year we’re in so 2018, so it is 23 mills right now.

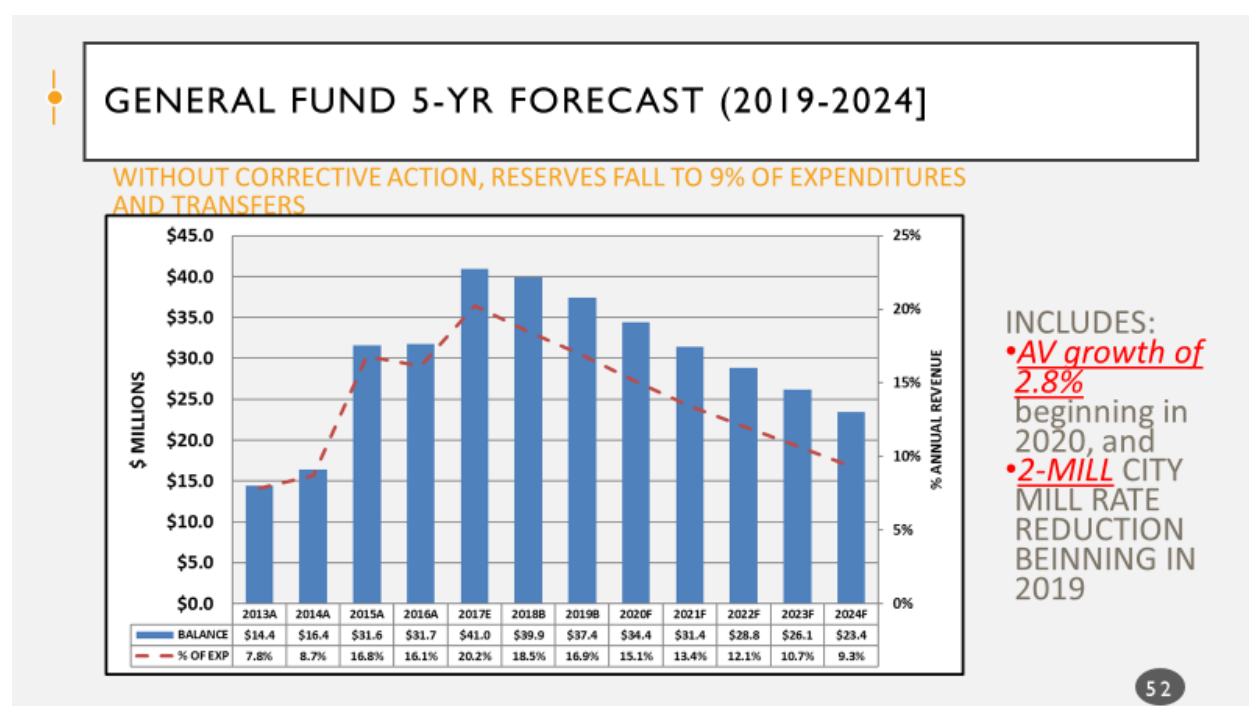
Our proposed ‘19 Budget proposes that we drop it to 21. These are the assessed values for the top five here are for the County and then the bottom two are for the City and those match up with the previous slide here. You see it’s \$1.3B. The City is slightly smaller because Edwardsville and Louisville (?) and a little bit of Lake Quivira have their own assessed values. If you do the math which you take this amount and then you take the assessed value and you multiply it by 31 mills, for example, divided by 1,000 you will end up with this number, \$40M, for example, on the top line \$40.5M. Unfortunately, our collection history demonstrates that on the County side our delinquency rate is 6.5% and on the City side it’s 7%. This has really been the case for about the past four or five years. That’s what we have assumed in our revenue estimate and so that reduces that \$95M by 6.3 for a net of \$88.7M. Unfortunately, in ‘19 because of the expected—well, potentially we expect to refund Hollywood Casino for an appeal they submitted on their 2015 taxes. If that were to take place, this is the distribution amongst these various funds of the Hollywood Casino appeal. I would like to also add that this does not include the part that would be paid by our neighboring taxing entities and school districts. Ultimately, the final calculation is \$87.4.

VARIANCE BETWEEN 2019 PROPOSED BUDGET AND AMENDED 2018 BUDGET								
Fund	Mill Levy Variance	Assessed Value Variance	Property Tax Revenue Variance (before deductions)	Delinquency Rate Reduction Estimate Variance	Property Tax Revenue (after Delinquency deductions)	Hollywood Casino Tax Appeal 2015 Refund	Property Tax Revenue Variance (after all deductions)	
County-General Fund	0.000	\$ 95,174,678	\$ 2,958,267	\$ (162,614)	\$ 2,795,653	\$ (456,514)	\$ 2,339,139	
County-Bond & Interest Fund	0.000	\$ 95,174,678	\$ 208,887	\$ (11,482)	\$ 197,405	\$ (32,235)	\$ 165,170	
County-Parks General Fund	0.000	\$ 95,174,678	\$ 131,949	\$ (7,253)	\$ 124,696	\$ (20,362)	\$ 104,334	
Other Tax Levy Funds (County)	0.000	\$ 95,174,678	\$ 401,281	\$ (22,058)	\$ 379,223	\$ (61,925)	\$ 317,298	
City General Fund	-2.000	\$ 86,026,273	\$ (339,015)	\$ 48,899	\$ (290,116)	\$ (359,540)	\$ (649,656)	
City Bond & Interest Fund	0.000	\$ 86,026,273	\$ 1,448,335	\$ (81,366)	\$ 1,366,969	\$ (285,970)	\$ 1,080,999	
Totals	-2.000		\$ 4,809,704	\$ (235,874)	\$ 4,573,830	\$ (1,216,547)	\$ 3,357,283	

What we've done is this slide we've showed a comparison of the same calculation that we did for 2018 with the 2019 to show you the variance and here's the variance here. If we didn't have any delinquency or any Hollywood Casino refund, we would have—and we didn't have this 2-mill reduction here, we would have achieved the 8% increase in revenue that is estimated—or that corresponds with our increase in assessed value. Because we're reducing our mill by 2 mills on the City side and we do have the delinquency rate and we are expecting to pay this refund to Hollywood Casino, the net increase is \$3.3M which is roughly 3% greater than the amount we are collecting in in the current year.

That's all we have for the Revenue Estimates for the 2019 Budget and I'm happy to provide any more additional information, but for the purposes of tonight's workshop we thought that would be a sufficient amount of detail. As you know, I'm always available to answer any questions you might have.

Mr. Bach said I think you can go ahead into the forecast.



Ms. VonAchen said in response to a number of requests or inquiries from all of you, you're probably wondering well how does our proposed 2019 forecast affect our future General Fund financial performance. We're using our MuniCast financial long-range financial forecasting

model and I'm going to go over the assumptions here in a bit, but overall this is a picture or display of how it looks. This is the combined General Fund, all three General Funds, City, County and Parks. It's a five-year forecast from—it's actually 2020 to 2024, that's the five-year forecast with '19 being the proposed budget. We included a few prior years here, so you could see the wrap-up of our fund balance. The blue columns are the total fund balance and then the red line is the percentage of expenditures.

As we mentioned, our Proposed Revised Financial Policy Plan recommends that we maintain two months of Operating expenditures and that equates to about 17%. At the end of '17 given the actual that occurred we're at 20.2% of the fund balance. The fund balance is at 20.2% which is three percentage points higher than the '17 or two months of Operating so we're doing fairly well. In '18 and '19 we're proposing a combination of several one-time expenditures, but also some expenditures that are reoccurring. As a result, our forecast although it reduces the expenditure levels for all those one-time items, it does reflect that if we don't make any corrective action given all the assumptions I'm going to go over with you, then the Reserves would fall to 9% of expenditures and transfers by the end of the forecast period or five years from now.

This assumes the assessed value will grow by a modest 2.8% beginning in 2020 and that 2.8% is derived by averaging the assessed value of all the prior 11 years so it captures that deep recession that occurred in 2009. It's a fairly modest AV growth assumption, but it's cautious and conservative.

Last year I gave the same assumption, but you probably remember the 1.9%, now it's 2.8% because of the substantial growth that occurred in our AV for the '19 Budget and that's why it's improved so much. It really makes a big difference when you get a big increase in your AV.

It also assumes that we're going to have, as proposed, a 2-mill reduction in the City General Fund rate.

GENERAL FUND LTFP – DETAIL BY CATEGORY

UNIFIED GOVT WYANDOTTE COUNTY & KANSAS CITY, KS									
SELECT FUND GROUP > ALL FUNDS									
FINANCIAL SUMMARY									
	2017E	2018B	2019B	2020F	2021F	2022F	2023F	2024F	2025F
REVENUES & SOURCES (BY ACCOUNT GROUP)									
01-TAX REVENUE	176,740,258	178,954,187	183,483,877	189,227,924	193,858,934	198,619,369	203,513,065	208,543,977	213,716,184
02-PERMITS AND LICENSES	2,343,700	2,304,312	2,362,410	2,428,081	2,495,756	2,565,501	2,637,383	2,711,472	2,787,839
03-INTERGOVERNMENTAL REVENUES	4,420,164	4,469,650	4,469,650	4,489,259	4,509,403	4,530,096	4,551,352	4,573,188	4,595,618
04-CHARGES FOR SERVICES	12,809,286	13,154,500	13,291,500	13,649,062	14,018,538	14,400,369	14,795,016	15,202,957	15,624,691
05-FINES, FORFEITS, FEES	6,647,967	6,850,400	6,145,400	6,266,817	6,390,633	6,516,894	6,645,651	6,776,352	6,910,846
06-INTEREST INCOME	1,021,575	1,910,000	1,910,000	1,940,760	1,972,016	2,003,774	2,036,045	2,068,835	2,102,153
07-MISCELLANEOUS REVENUE	2,248,664	2,011,100	2,042,100	2,089,509	2,138,018	2,187,654	2,238,442	2,290,409	2,343,583
08-REIMBURSEMENTS	2,883,421	2,709,407	2,721,300	2,797,184	2,875,183	2,955,358	3,037,768	3,122,477	3,209,547
09-OTHER FINANCING SOURCES	2,763,555	2,337,000	2,337,000	2,402,167	2,469,152	2,538,004	2,608,777	2,681,523	2,756,297
TOTAL REVENUES & SOURCES	211,778,589	214,700,556	218,763,237	225,290,763	230,727,633	236,317,020	242,063,499	247,971,788	254,046,757
ANNUAL CHANGE	8.4%	1.4%	1.9%	3.0%	2.4%	2.4%	2.4%	2.4%	2.4%
EXPENDITURES & USES (BY ACCOUNT GROUP)									
01-PERSONNEL	148,228,265	154,709,214	160,204,741	166,844,848	171,317,788	175,414,868	180,126,161	184,968,371	189,945,216
02-SERVICES	30,996,445	35,911,286	37,209,070	37,952,033	38,712,163	39,489,910	40,285,737	41,100,123	41,933,560
03-SUPPLIES	5,946,869	6,624,788	7,447,435	7,553,979	7,662,132	7,771,920	7,883,367	7,996,500	8,111,345
04-GRANTS, CLAIMS	6,561,722	6,922,619	6,407,221	6,585,887	6,769,535	6,958,304	7,152,336	7,351,780	7,556,784
05-TRANSFERS, OTHER	3,866,525	2,687,490	1,997,490	1,997,490	1,997,490	1,997,490	1,997,490	1,997,490	1,997,490
06-CAPITAL OUTLAY	5,282,321	7,533,084	6,651,191	6,651,191	6,651,191	6,651,191	6,651,191	6,651,191	6,651,191
07-DEBT SERVICE	1,595,694	640,850	643,650	639,250	639,400	639,562	638,575	641,437	642,862
08-RESERVES	-	725,000	725,000	-	-	-	-	-	-
TOTAL EXPENDITURES & USES	202,477,843	215,754,331	221,285,798	228,224,678	233,740,699	238,923,244	244,734,858	250,706,893	256,838,449
ANNUAL CHANGE	3.0%	6.6%	2.6%	3.1%	2.4%	2.2%	2.4%	2.4%	2.4%
* Transactions amongst the general funds have not been eliminated, as is done in the CAFR.									
REVENUES OVER/(UNDER) EXPENDITURES	\$ 9,300,746	\$ (1,053,776)	\$ (2,522,562)	\$ (2,933,915)	\$ (3,022,066)	\$ (2,606,224)	\$ (2,671,359)	\$ (2,735,105)	\$ (2,791,692)
ADJUSTMENTS TO RESTRICTED COMMITTEED BALANCE:	69,186	0	0	0	(0)	0	(0)	0	(0)
TOTAL FUND BALANCE - YEAR END	40,956,852	39,903,076	37,380,515	34,446,600	31,424,534	28,818,310	26,146,951	23,411,846	20,620,154
Reserve - % of Expenditures	20.2%	18.5%	16.9%	15.1%	13.4%	12.1%	10.7%	9.3%	8.0%

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Let me go over a little bit of the assumptions with you. By the way, I don't expect you to read this but I provided it here, so you can take a look at it in your hard copy, but this is the detail of all the various revenue categories and then all the expenditure categories.

CONSOLIDATED GENERAL FUND

Long-term financial Forecast REVENUE assumptions

- **Sales and use tax revenue** estimated to grow 5.0% in 2019; 2020-2024 has 5-yr avg. growth rate of 3.1%
- **Property Tax revenue** projected to grow 3% in 2019 with 2-mill reduction to City GF; 2.8% thereafter based on avg. AV growth of 2.8% between 2013-2019; Delinquency rate 6.5% for the County and 7% for the City; Also includes Casino refund of \$457K from County GF and \$360K from City GF
- **Franchise Taxes** include various assumptions:
 - BPU Electric – increased 3% in 2019 reflecting rate increase; 1.6% thereafter based avg. utilization
 - Other Franchise Taxes – increased based on economic trends correlating to the commodity; average of 1.5% annually
- **Charges for services** revenue projected to increase 2.7% annually

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On the revenue assumption side, we're assuming, I think I mentioned this already, Sales Tax, Sales & Use Tax, our estimated growth 5%. The actual Sales Tax at 5% without accounting for STAR by the way, 5% for '19 and then what I've done is I've taken an average growth rate for the prior five years and have applied that so that turns out to be a 3.1% increase annually that I'm assuming. That's kind of a dip between '19 and '20, but it's sort of assuming there's going to be a little bit of a recession at some point or a slowdown in the economy at some point in the near future, but not during '19.

Property Tax revenue is projected to grow 3% in '19 and that includes the 2-mill reduction in the City General Fund and then a 2.8% increase in the assessed value as well as the revenue going forward beginning in 2020. That's based on an AV growth for the period between 2013 and 2019. The delinquency rate is 6.5% on the County side and 7% on the City side. It also includes the Casino refund which amounts to about \$457K on the County side and \$360K on the City side. We're expecting to pay that over the next five years, so this is an annual refund we expect to pay.

Franchise Tax; we're assuming a 3% in '19 and a 1.6% thereafter and then Charge for Services we're at 2.7% annually.



CONSOLIDATED GENERAL FUND

Long-term financial Forecast EXPENDITURE assumptions

- Personnel costs for 2019 and beyond based on projections by category
 - Salary increases 3% for law enforcement; 2% for other; annual increase beginning in 2019
 - Retirement benefits 5% annual increase in 2019 and 2.8% thereafter
 - Additional \$1 million per year projected for KPERS "penalty" payments; 'silver tsunami'
 - Health increased a range of 5-7% in 2019, 4% in 2020, then annually by 2.5% consistent with salaries
 - Assumes GF health care claims will remain contained between \$25-\$27 million per year
 - Extra \$500K annually in 2018-2020 for workers comp to repair negative liability position
- Contractual services and commodities at prior year actual levels plus inflationary adjustments
 - Several categories increased based on agreements (ATA, Trash collection)
 - Contract inmate housing held flat at \$2 m (any savings be re-classified towards debt service)
 - Commodities increased based on economic trends correlating to the service averaging 2%
- Capital outlay for 2019 and thereafter set at \$6.6 million per year
 - Include \$2 million lease financing payment obligations
 - Remainder set aside for new equipment or other cash-funded capital projects per CMIP program
- One-time item of \$500K for SVV case proposed in 2018 and 2019 and eliminated in forecast beginning in 2020

On the Expenditure side, you can read through this real briefly at your own leisure if you wish, but for the most part we're assuming very conservative estimates for Personnel sufficient to retain our current employee base and compensate them so that we are competitive with our neighboring local governments, but also to maintain our liabilities and the payments for liabilities for pension and for health insurance. So, nothing dramatic here according to current contractual obligations.

We've included inflationary adjustments to some of the contractual agreements that we have. For example, the ATA contract and others. We have included a savings on inmate housing which is being utilized to pay the debt service on the Juvenile Justice Center.

On Capital Outlay we've projected that we're going to be spending \$6.6M a year on cash-funded Capital Outlay and equipment acquisitions. The forecast also projects that one-time \$500K that we currently have proposed in the '19 budget to help with the Schlitterbahn task force prosecution would be taken out in 2020 because that's a one-time cost.



CONSOLIDATED GENERAL FUND

DIFFERENCES FROM MARCH 2018 PRELIMINARY FORECAST

Revenues

- Didn't anticipate a \$817,000 estimated annual loss of property tax revenue due to Casino appeal refunds
- Retail sales for 2017 lower than 2016, resulting in reduction in assumed sales tax average growth rate from 3.3% to 3.1%
- Estimate of Speedway excess sales revenue reduced by \$600K
- Elimination of the Mortgage Registration revenue resulted in loss of \$400K in 2019

Expenditures

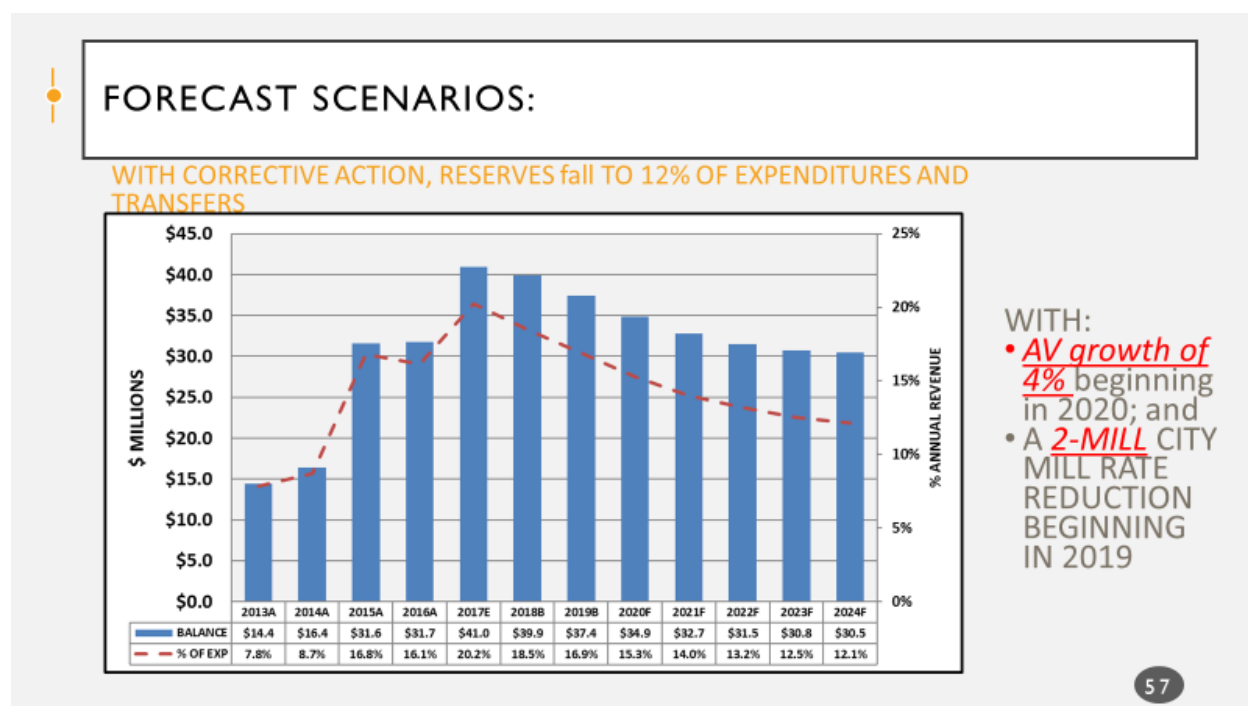
- Didn't anticipate a \$1 million costs for Schlitterbahn prosecution / grand jury
- Didn't anticipate \$500K additional workers compensation claim in 2018
- Retirement costs are 5% increase in 2019, instead of 2.5% in the March forecast
- An additional \$600K in capital outlay than in the March forecast

You're probably wondering how does this differ from the forecast I gave you in March. That's what this slide shows. I don't know if I need to go over it in too much detail, but I did want to point out a couple of things. When we did the March estimate for the Spring Retreat we didn't anticipate that we would be using \$800K in Casino Appeal Refund. There is a slight reduction in the Retail Sales number. We had to adjust the Speedway Excess Sales Tax revenue by about

\$600K a year because their financial performance has been lessening in that area. We had to eliminate the revenue source for Mortgage Registration due to the full implementation of that law in 2019.

There are a few other things, as I mentioned, we took out the grand jury cost. There was unanticipated \$500K in Workers Compensation Claims for the Sheriff and so higher retirement costs that I knew about in March and then also the forecast had about \$600K a year less in Capital Outlay than in my forecast now.

Things kind of changed and shift over the past six or seven months so that doesn't look so good.



So, what if assessed value increased over the next five years from the 2.8% I averaged that I was projecting and what if it increased by 4% instead. If that was the case with all expenditure items being equal, then we would end up with a fund balance of 12% instead of 9. Just to give you an idea of how important just one economic factor can change things without adjusting the 2-mill. Just keeping the reduction at 2-mills. This model is very flexible, and we run a number of scenarios and we're happy to do that. You just need to let us know.

Mayor Alvey asked is there any historical trend let's say over a four or five-year period that we saw annual valuation growth of 4%. **Ms. VonAchen** said we have valuation going back all the way—well, in this model we have it for 15 years and I would have to look, but it really kind of depends from year over year. **Mayor Alvey** said sure, I'm just wondering if there was any trend in the past where you had four-year period we saw average annual growth of 4%. **Ms. VonAchen** said I would say it's not unrealistic.

Commissioner McKiernan said I appreciate this model and I appreciate the ability to flexibly forecast based on a number of different assumptions, but we all know that assessed value is really only important if we are actually capturing tax dollars on it. So, every incentive we give where we have an increase in assessed value, but we don't collect tax dollars on that for a period of time, be it one year or ten years, really confounds your model. I really think a valuable thing to throw in there would be some way to account for the incentives, especially property tax incentives that we give that put off for 10 years or a period of time, our ability because we need more rooftops that pay taxes in order for us to truly get this kind of appreciation in our revenue. I just want to make sure we're all clear that we can get a lot of building and we can say that we do a tremendous amount of economic development, but until it pays taxes it doesn't become part of your model. **Ms. VonAchen** said a number of the Tax Incremental Financings we have outstanding for business to do, you know various commercial developments, we actually do collect the tax but it goes to pay off the TIF debt and so you never see it here because it's an area—we don't collect it in the General Fund. It gets collected to pay off the debt service in the TIF Fund. **Commissioner McKiernan** said absolutely, and we have other sorts of incentives where we're rebating some portion of—**Ms. VonAchen** said yes, sales tax as well. **Commissioner McKiernan** said so just to be careful that we're always thinking about not just the value, but what we're actually collecting on that value.

Mayor Alvey said, Commissioner, actually there was a discussion today at agenda review and going back to your point, you know, suggestions for process moving forward in terms of how we do the budget. I'm really looking towards this coming year prior to the next budget cycle that we in fact say alright, we know what our forecasted expenditures are going to be for the next five years, just rate of growth, inflation, KPERS, KPF; all those things we know what we can generally

assign what those are going to be. Well, if we want to take corrective action, the corrective action again is to get the rooftops to grow the tax base but I'm not sure we've ever gotten to the point we said what's our target growth and if that's our target growth in order to meet the expenditures and continue to do more projects, the things that need to get done to provide the services, what's our strategies for that economic growth, for that development. That conversation I think is going to be a topic I think for our Fall Retreat.

Mayor Alvey said, Commissioner Walters, I just want to be clear before we move on, during the retreat in the spring you had raised questions about the mill rate and how did we arrive at the 2 mills and I don't know if that question has been answered for you. **Commissioner Walters** said no, it hasn't. I didn't know if you wanted to get into that. I guess my question is the 2-mills that is be proposed in the 2019 Budget is a continuation of the program we've done for three years now and I just wonder if it has become something of an arbitrary number that we fall back on. I would really like some conversation about forecast.

I'm thinking back to two years ago when we were doing this exercise for the 2017 Budget and we proposed a 2-mill reduction and we had all the information, all the financial projections, revenues, expenditures, and all the same stuff we're getting tonight. We talked about doing more than 2-mills and we were cautioned that no, we can't do that. In fact, our budget is actually showing a reduction in the fund balance which was the original budget that we adopted for the 2017 year. Now, a couple weeks ago, we actually got hard information for that year and instead of having a \$3M reduction, we had a \$6M increase in the fund balance so that's a \$9M swing and we were talking about could we do 2-mills or 3-mills.

With that ability or inability to project even 6 to 18 months into the future, I don't get too concerned about 5-year long projections, but I do wonder if we're just building in too much conservative estimating both on the revenue and the expenditure side that is keeping us from achieving what our residents say is their number one priority which is property tax reduction.

I've heard the presentations on revenue and I've heard the presentations on expenditures and I certainly can't nitpick anything. I just go back to here's hard evidence from two years ago, we used the same processes, it was a \$9M swing and I don't know that it's going to be any different in 2018 and I don't know that it's going to be any different in 2019.

It's good to be conservative on both revenue and expenditures, but we do have something of a mandate from our residents to try to lower taxes and I think we're being rather conservative about it.

Mayor Alvey asked, Kathleen, has there been a \$9M addition in our Reserve Funds. **Ms. VonAchen** said in the CAFR on the modified accrual basis for '17 there was a \$9M addition to our fund balance at the end of 2017. That's because revenues were—I'm working off the top of my head here, but revenues were roughly \$3.5 or \$4M higher than our budget and then expenditures were roughly \$3.5 or \$4 or \$5M lower than our budget. There are some explanations for that. Generally speaking, there are on average—we do on average come in below our budgets and I think there was an average around \$3M every year for the past 10 years that's been the case.

We are a little bit concerned about the retirement of our Silver Tsunami that I spoke about during the forecast, so we do have money in our Personnel line to pay for retirement and accrued leave which we're obligated to pay. It's hard to predict when people go to retire so I do want to note that during '17 the rate of retirements slowed down more so than I expected so that is a little bit of the explanation for the difference.

On the revenue side, there are a couple of areas that—I underestimated the BPU, the effect of the rate adjustments, the BPU PILOT. I based it on information that had been given to me, but it turns out that it was too conservative, so we ended collecting more than I anticipated.

There's also adjustments in other areas related to the STAR Bond payoff and the timing. We paid off the STAR Bonds on December 1, 2016 but the State and our Escrow Agent took a while in order to develop the calculations, it's really complicated, for determining our Soccer base so they couldn't remit us the money until April. Instead of it showing up in '16, it showed up in '17 on our financial statements because of our accounting rules. We couldn't accrue it back to '17 because we collected it too far into the year in '17. As a result, we came into money in '17 that we were expecting to have collected in '16 so that is part of the increase too.

Really one-time things that just were not anticipated and that resulted in the additional \$9M.

Commissioner Walters said 2016 looked pretty good too. We added more to our fund balance in 2016 than we budgeted, did we not? **Ms. VonAchen** said that's right. **Commissioner Walters**

said I don't have 2016 with me. **Ms. VonAchen** said the combined General Fund on a cash basis the net change of fund balance was a negative of \$1.8 in '16, so it wasn't positive in '16. **Commissioner Walters** asked what was the budget. **Ms. VonAchen** said I don't have that in front of me, but revenues were \$1.8M less than expenditures in '16.

Mayor Alvey said we're halfway through the year with trend continuing. We're we too conservative in our expenditures? **Ms. VonAchen** said we took a hard look at Actuals through May. We waited until—about two weeks ago the revenue estimates stopped moving because we were looking at Actual experience through May and I adjusted the Sales Tax number upward based on that Actual performance and a number of other areas too; Motor Vehicle Registration and other areas. I don't think it's overly conservative but it's tough to anticipate what's going to happen in the next six months. You know we didn't expect, for example, the Worker's Comp claim or the Hollywood Appeal Case or the Schlitterbahn. Those sorts of things are difficult to anticipate. Hopefully, there will be things that happen in the next six months which will be positive and improve our financial performance rather than drag it down.

Commissioner Johnson said I want to get a clarification. The second bullet point says it's a 2-mill City reduction beginning in 2019. Is that continual or is that just one-time? **Ms. VonAchen** said it's continued beginning in '19 and then—**Commissioner Johnson** said 2021, 2022, 2-mills each year. **Ms. VonAchen** said no, then it would be reduced from '23 to '21 and then it's '21 from there out.

Commissioner Burroughs said the economic trends that we can anticipate, what was our employment or unemployment rate over the last couple of years? Do we know how that may have impacted? I'm looking at the delinquencies as well as homeownership as well as joblessness in reference to some of the economic impacts that could happen to the budget. Right now, we're seeing what I would consider a nearly full employment. Wyandotte County is a little behind the State, but still doing well. Our delinquencies have always been a major concern of mine. Do we have an industry standard as to what the delinquency will be in a budget our size? **Ms. VonAchen** said yes. I discussed that in the long-range financial forecast that I put out about a year or more ago and we plan to update that forecast. I'm updating it now. The industry standard for the average

delinquency rate for most communities is around 2%. It really varies a lot on the percentage of your total taxpayers that already have paid off their homes and they're not on an escrow system for paying their mortgage. If you are on an escrow, then you're more likely—it greatly enhances the collection rate and so it kind of depends.

I did want to point out on page 10 of the budget document as part of the County Administrator's budget message, there are two pages that talk about the economic trends over the past year or two years and what we foresee happening in the future. I can talk about that if you like.

Commissioner Burroughs said we can catch that at a later time. In reference to Commissioner Walter's comments, we can be too conservative by looking at those things that we think could happen, negative impact, and we want to prepare for them but at the same time we're cheating ourselves of services and investment opportunities long-term for projects that may be could be funded today or bonded today at a lower rate than they would cost us three years down the road. I'm just kind of looking at those economic trends and those of interest and, Mayor, I might suggest that we have an individual on the State side that can come and give an overview of the economic impacts that we can expect in the state of Kansas an overview. I don't know if it would be of interest to the Commission or not, but maybe it would give some guidance as to what we can expect as we move forward working on the budget. **Ms. VonAchen** said, Commissioner, I spoke with that gentleman and he is willing to come talk with you if you like—with the Commission and make a presentation whenever it works for everyone's schedule. Overall, we find that the unemployment rate is dropping slightly although our unemployment rate through May is 4.8% and the national economy is around the 3% rate. We're always quite a bit higher than the national economy but it has been improving or diminishing over the past few years.

Ms. VonAchen said the job rate grew pretty well too. By the fourth quarter of 2017 it was a good 3,000 jobs higher than the fourth quarter of 2016 and we think that's probably attributed to the Amazon Fulfillment Center. Now it's at 93,000 or at the end of the quarter it was 93,000 jobs.

Commissioner Philbrook said yes, I agree it's probably that and although the hard work that Wyandotte Economic Development group did to help work with that and everybody else with Workforce Partnership, Kansas Works and them, but I want to say I agree with him. It would

really be nice to have the gentleman from the State come down and speak with us and the commissioners that are interested in participating in that mind domiciling thing would be wonderful. Would you ask him to make it economics for dummies because he has to speak basic to me because sometimes this stuff gets too convoluted, so I would appreciate it and if we could do that sometime this fall before our Fall Retreat. What's the matter Mike? Mike's lost it. Somebody get a picture of Mike. **Commissioner Kane** said I don't need a class for dummies. **Commissioner Philbrook** said I'm only speaking for myself Mike.



Mr. Bach said the next item on our agenda, if there are no other questions regarding the revenues to get to this point, is to get to the setting of the maximum mill levy. As I said earlier, setting the maximum mill levy is one while I put forward a budget to say I recommend it to be at 2-mills down on the City side, I am recommending that we set a maximum mill rate at our current mill rate for the City side and our current mill rate for the County. There are a couple of reasons for that. I guess as you go through the month of discussions if you decide there are things you need to fund, you can have that consideration or have that latitude to work with it. You can always lower, but what we publish as our maximum mill rate is the highest point we can go to. I would also offer that if the Dedicated Sales Tax is not renewed, we would come back and revisit that because that's a \$10M hit on our budget and I don't think we should start to drop away our mill rate if it's the will of the people to put more reliance on property tax than sales tax. That would give us that latitude. We could go through and adopt a budget but then you could come back and fallback on that and put that back in play.

2019 Tax Rate (Maximum Mill Levy)			
	2018 Mill Levy	Administrator's 2019 Proposed Mill Levy	Recommendation for Adoption 2019 Maximum Mill Levy
Kansas City, Kansas	40.0032	38.0032	40.0032
Wyandotte County	38.8799	38.8799	38.8799
Self-Supporting Municipal Improvement District	12.6348	11.0257	11.0257
Wyandotte County Library	6.0417	6.0417	6.0417
Motions to set the Maximum Mill Levy: 1. Motion to set the Maximum mill levy for the City of Kansas City, Kansas at: 40.0032 mills 2. Motion to set the Maximum mill levy for Wyandotte County at: 38.8799 mills 3. Motion to set the Maximum mill levy for the Self-Supporting Municipal Improvement District at: 11.0257 mills 4. Motion to set the Maximum mill levy for the Wyandotte County Library at: 6.0417 mills			

I am recommending that you set a Maximum Mill Rate based on what's in the righthand column of the 40-mills for the City, that 38.8 for the County, the Self-Supporting Municipal Improvement District for the downtown, we have to set their mill rate each year and this is the rate they requested at the 11 and then the Library which is another one that we have to set their mill rate at the 6 mills.

Commissioner McKiernan said I'm ready to make a motion if you want one. **Mayor Alvey** said discussion first or a motion or we could have a motion and then discussion.

Mayor Alvey said I have a couple of concerns. As you did the projections looking forward and, of course, Commissioner Walters has raised questions about if we built in too conservative. I guess I'm of the opinion that I would rather have the money when we get there rather than have to go scramble for it. I do have a concern that if we set the maximum rate at 38 as we were inclined to do, that would hinder us in the chance that the Dedicated Sales Tax would not be renewed, that would put us in a very difficult position. On the other hand, if we do take the recommendation of the Administrator and keep it at the current level of 40.032, my concern would be then we would be looking for ways to spend that money. (Inaudible) **Mayor Alvey** said nope, then alright. I'm

just putting it out there. (Inaudible) **Mayor Alvey** said okay, we've all heard it. I would entertain a motion Commissioner McKiernan.

Commissioner McKiernan said I will say that for the seven budgets that I've been in, we have been consistent about setting the maximum above the Administrator's recommendation and then following the Administrator's recommendation on each and every mill rate that we have set. We've demonstrated that we are prepared to go with the Administrator's budget regardless of setting the maximum just a little bit higher than that.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Philbrook, that the Maximum Mill Levy for the City of Kansas City, Kansas be set at 40.0032 mills. Roll call was taken on the motion and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to set the Maximum Mill Levy for Wyandotte County at the Administrator's recommendation of 38.8799 mills. Roll call was taken on the motion and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson.

Commissioner McKiernan said because there is still a little bit of flux in the Self-Supporting Municipal Improvement District in terms of just understanding completely the revenue and expense picture for next year, the Administrator's recommendation is 11.0257...

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to set the Maximum Mill Levy for the Self-Supporting Municipal Improvement District at 12.00 mills.

Commissioner Kane asked we want to raise it because. **Commissioner McKiernan** said no, we want to give ourselves the same flexibility that we're giving ourselves on the City side where—

the 12.00 is .6 mills less than last year, but still over the target we're shooting for, but it gives us the flexibility like we've done on the City side.

Roll call was taken on the motion and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson.

Action: Commissioner McKiernan made a motion, seconded by Commissioner Markley, to set the Maximum Mill Levy for the Wyandotte County Library at 6.0417 mills. Roll call was taken on the motion and there were nine "Ayes," Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson.

FUTURE WORKSHOP AGENDA

- ❖ JULY 19, 2018 @5PM
 - ELECTED OFFICIALS
 - DA BUDGET (DUPREE)
 - SVV CASE (WALTERS)
 - SSMID
 - DEBT
 - BENEFIT DISTRICTS (MURGUIA)
 - PARKS MASTER PLAN
- ❖ JULY 23, 2018 - AFTER STANDING COMMITTEE
 - CMIP UPDATE
 - STREET PRESERVATION PROGRAM
 - K-7 & PARALLEL (WALTERS)
 - BUILDING SECURITY
 - KAW RIVER LEVEE

- ❖ JULY 26, 2018 @5PM
 - ECONOMIC DEVELOPMENT (WALTERS)
 - STATE AVE CORRIDOR, K-32, ROSEDALE MASTER PLAN, NE MASTER PLAN
 - DEPARTMENT SPECIAL FUNDS (ECO DEVO STANDING COMMITTEE)
- ❖ JULY 30, 2018 @5PM
 - FINAL BUDGET PUBLIC HEARING
 - BUDGET WORKSHOP (AFTER PUBLIC HEARING) – OTHER TOPICS (IF NEEDED)
- ❖ AUGUST 2, 2018
 - 5PM - BUDGET WORKSHOP – OTHER TOPICS (IF NEEDED)
 - 7PM - BUDGET ADOPTION

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Mr. Bach said the next item on the agenda is really discussion about the future workshops. I can walk through these and let you know what's kind on tap for each one if you have any questions about this. We slated for Thursday that would be a good opportunity for elected officials to come in. I extend this invitation out to the District Court, to Administrative Judge Lampson, to Register of Deeds Nancy Burns, the Sheriff, and also to our DA Mr. Dupree. Mr. Dupree did ask that he be able to come back and be part of that discussion. He did want to come in and talk about what

has been recommended as part of his budget and have that discussion with you. He has confirmed he will be available this Thursday.

Also, there was a request for information regarding the Schlitterbahn case, so he will be able to speak to that though I do believe he is trying to provide some information, Commissioner Walters, to you in advance so if that's good or he will be here to answer any questions or discuss it in more detail so either way on that.

I will also note that the Sheriff probably has a couple of different areas that he will be over here on. I know he wants to be present, I believe, when we have the debt discussion on the County debt when we're talking about the Juvenile facility, but he didn't have anything specific that he wanted to present. Then, he will probably be over as well when we have our discussion on building security.

I also slated for Thursday, the Downtown Shareholders wanted an opportunity to come back before the Commission and I believe we were still getting confirmation on that. I believe they're good for it on Thursday to come here.

We will talk about Debt in more detail. This is more a request from the governing body to sit down and go where are we at on debt as we look for where we're at on the City General Fund and then the County as I mentioned earlier about how that projects out in the future. So, we will have a presentation built for that one.

Commissioner Murguia had asked several questions regarding benefit districts and what we funded for a number of years so that's somewhere between—**someone** was inaudible. **Mr. Bach** said I'm not sure. I was not aware she was not going to be here tonight though we're providing information to her, so we have it slated as time on the calendar. If there is some reason we need to move it, I'm sure the Mayor would adjust.

The Parks Master Plan is up there for just a little bit of discussion regarding the outstanding Capital needs that are in play for that to have discussions regarding that topic.

Looking ahead to the 23rd, that is really focused on CMIP, so we will walk through what we have presented to you to May, any changes we made for May to what's in this document we will have red flashing lights on it, Commissioner McKiernan. **Commissioner McKiernan** said well thank you. I have looked really closely through the CMIP debt and cash this year and I have a lot of questions, not all of which needs to be brought back here to the larger group, just clarifying for my own information. I do have a couple I will forward to you for inclusion on the 23rd. Just a

couple questions about a couple of the projects in cash and in debt, but most everything I'm going to send you is just for my own knowledge and doesn't have to be brought to the open meeting.

Mr. Bach said we will walk through that to point out anything that changed from where we ended May and as you recall, when we do May that's where we project but then I have to go and balance the budget to get it out in July so there are a few changes that do happen from that time to now.

Specifically, we want to talk about the Street Preservation Program and that's one you funded last year so Mr. Fisher will be here with his team to talk about how that project has been working and then how we will project our cost needs, our needs on those streets going forward.

Specific discussion requested regarding K-7 & Parallel and that project.

Also, we want to talk about building security and what we're doing coming up and maybe some other thoughts or ideas that could come in around that from Chief Ziegler and Sheriff Ash.

We also have some information that we're working through on the Kaw River Levee, so we want to be able to talk about that next week.

On July 26th we're looking to have discussion about Economic Development, some of the plans that we put forward, but have not put much funding towards those and then Department Special Funds. This is a specific request that has been brought forward by, well I will say a few of the commissioners, but I know the Economic Development Standing Committee made note of it last time. What the Mayor has asked us to do in advance of that, which we're working on, is we're getting a sheet out that will show each one of those fund areas, if there is special legislation regarding those and then it kind of specifies how that many can be expended. This really comes to the fund balance and that was the question within those because some of them have by percentage a very high fund balance, cut some of them are restricted and you can't spend it outside of it, some there are a future plan to it. We will try to speak to those in a summary sheet and get those out to you well in advance. If there are a few of them that are still left that we want to have discussion on, we can bring those department heads where I need to have those for more expertise.

As we look forward to the 30th and the 2nd we do not have anything planned for those. It would my hope that we get through most of our detail by the 26th so on the 30th those of you that have been here before that's where we have the opportunity to come in with kind of a wrap-up sheet. If we've added something to the budget or taken away, we can show how we balance things and put those forth to come in on that date. Also, we have the final public hearing. That's what

we have so far from the commissioners and if there are additional things then we will continue to take those in and figure out how to put them on budget.

Commissioner Kane said I appreciate *The Citizen* and it's going out, but I've had some people that said the Neighborhood Infrastructure where was the work done and I got that question multiple times just here since the letter has been out. I know we've got the target map, which I know is great, but they say where is one started, where is one finished. Right now, that's a driving force that some people want to know. Yes, we supported it last time but where did the monies go. You spelled it out for Police and the Fire, they just need clarification for the infrastructure. **Mayor Alvey** said you mentioned, again, it's available on the website. If you go to that map and people hover over—**Commissioner Kane** said they want more specific detail. A good example of that, when the area got annexed 20 some odd, 30 some odd years ago, they were promised roads, fire station and other things they didn't get and the segway to the fire station.

We voted on the fire station last budget and I keep being told that it's the fall. What I would like to have is a month-by-month breakdown of what has happened since we voted on it and then I want a more specific timeframe of when we're going to do this in the fall. We've been working on this for 10 months or not working on it for 10 months and it's kind of hard to believe that you vote on something and it takes this long to get this off the ground. I'm very familiar with the construction field and how it works both from my former career and my current career, so I want to know when we started working on it. I think, Joe, did you go out-of-town to see how fire stations were built or something like that? That would have been nice to know. I would have went. Being kept in the dark just agitates the hell out of me. We've got somebody trying to build something that we haven't built in years, staff doesn't tell the commissioner in the area, which I think is kind of strange; that they went somewhere, and I could have gained as much knowledge as they did. I'm quite frustrated about not being invited to go to that and we took two our fire folks there.

Joe Connor, Assistant County Administrator, said the two deputy chiefs at the time were going to go to the conference and they invited me to come along. **Commissioner Kane** said you're the one then. I've been here 13 years and never had a project this big and we've always tried to make sure that when we're working on something that we keep us abreast of what's going on. I was asked here just a couple minutes ago about where we're at with the fire station. I got a

couple phone calls today from retired fire personnel and the lack of information is getting to a boiling point for me and I mean it. We cannot—you guys may not like it, but the Commission voted on it and I'm extremely frustrated when I found out these guys went to the fire station or how to build one and maybe it makes them mad I know more about safety than some of these other guys do. That's my feel and I would have gathered all that information and if I had been Joe Connor I would have come back and told the Commission hey, guess what I just learned, but instead I had to find out by somebody else and we're all left in the dark.

Mr. Bach said, Commissioner, we'll do a better job. I would agree that updates to you should be done and you should know what's going on with that fire station. **Commissioner Kane** said I should have been involved when they went there, and the At-Large Commissioners should have had the opportunity to go because they are going to ask you as many questions and they're going to ask me. I didn't know about this trip until the other day when they were talking about well hell you know they went on that trip don't you? Well, no I didn't.

I try to do the best I can for the district and the district does not like being left in the dark and we will not be left in the dark by the time this budget process is over.

Commissioner Bynum said two quick comments on these projects. If we could get even just a little bit more and I would say maybe specifically for District 5 or any district detail on hovering on the map and getting information. If we could just get maybe an update of the last year or so. Actually, I would say maybe three or four years because it's a 10-year tax. **Commissioner Kane** said and that was their question. It's where has the money been for the last eight years. **Commissioner Bynum** said yes, I think that's fair. **Commissioner Kane** said we've got two more years left so what I have you done so I can say they did this, this and that and oh by the way; this is on the planning process to get done. **Commissioner Bynum** said I would say there's probably a top 20 that's a highlight list that's fair that we would all find useful. I think that is something we could ask for.

Then, with regard to the fire station, maybe if we could get a meeting with the Administrator and Deputy Administrator and we could get a good update. At least for now we would have a good update on what's happening with the station. **Commissioner Kane** said I don't disagree with that, but I think the public wants to know too. They're watching this. I'm getting

text messages right now that they're watching this and asking me what are you doing, how come it hasn't happened and when I found out these guys went on a road trip, I couldn't believe it. Yes, I want one without them in case I get excited and then I want the public to see what's going to happen. **Commissioner Bynum** said we could do a presentation at one of our standing committees. **Commissioner Kane** said that would be great.

Commissioner Markley said I'm assuming the information on this map comes from a database of some kind. If it wouldn't be too difficult to just get a list by district, that would be I think ideal. I would like to say all of my constituents can go and hover over the dot, I'm not entirely sure that would happen, but that way as we're going to neighborhood meetings we can present to our neighborhood group the printout of here's what happened in our district with this money.

Commissioner Burroughs said a 3/8th cent sales tax generates roughly \$100M over the 10 years, is that correct? **Mr. Bach** said it hasn't quite been that much. I think we're projecting it to be up to about 80—we're just up to the \$10M mark. We're getting to the \$10M mark annually now. We weren't that way in the first several years. **Commissioner Burroughs** said so over a 10-year period \$80M and 3.5 going to Police, 3.5 going to Fire, the 30% that's leftover will go to those projects. I think it's pretty easy to slate we can breakout those projects by district that need significant attention and start budgeting appropriately through that process because the other 35% is taken by both entities Fire and Police. The Infrastructure is a total number and divide it among the community because constituent districts and those districts in need I think we might help on the transparency as to what projects need to be addressed and how much money they will run before we even get started on them.

Ms. VonAchen said, Commissioner, I just wanted to point out that I believe the GIS or folks in the Information Technology Department were able to identify where the projects were geographically for some but not all because a lot of the Capital kind of infrastructure maintenance amounts were for maintenance and they don't necessarily flop those out by projects and geography. They just put it in this kind of lump maintenance area so there may be a little bit of difficulty with that. I know the GIS guys went through and did the best they could and identified some of it but

maybe not all of it. A good portion of the Dedicated Sales Tax is dedicated for funding Personnel and Operating costs in the Public Safety side.

Commissioner Burroughs said if my math serves me correctly, it's about \$28M for the Police, \$28M for the Fire, so there's already \$56M so we have about \$22M to \$25M roughly for Economic Development projects for infrastructure that could go divided among the Commission districts or collectively go to the projects that help bring ancillary development opportunity which would in turn create some of the other issues that we've been dealing with this evening. I just tried to do the simple math, the three-way split on the 3/8th cent sales tax because I think it's extremely important that the community see what they're getting for their investment. I believe that roadway, curbs, sidewalks, enhance parks, safe intersections, walkability; those things that we've talked about since I've been on the Commission are very important to the citizens of this community and I know the leaders here are willing to do their part to make it happen.

Mayor Alvey said that seems to wrap it up. Anything else Administrator Bach. **Mr. Bach** said I don't have anything else this evening.

MAYOR ALVEY ADJOURNED
THE MEETING AT 6:40 p.m.

dt

Bridgette D. Cobbins
Unified Government Clerk

July 16, 2018

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

SPECIAL SESSION, THURSDAY, JULY 19, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, July 19, 2018, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District (arrived at 5:02 p.m.); Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO presiding. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor, Gordon Criswell and Melissa Sieben, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Budget Staff; Emerick Cross, Commission Liaison; Mark Dupree, District Attorney; Damon Mitchell, Deputy District Attorney; Brent Thompson, Director of Engineering/County Surveyor; Jeremy Rogers, Director of Parks & Recreation; Maureen Mahoney, Chief of Staff in Mayor's Office; Lynn Melton, Assistant to the Mayor; and Officer Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

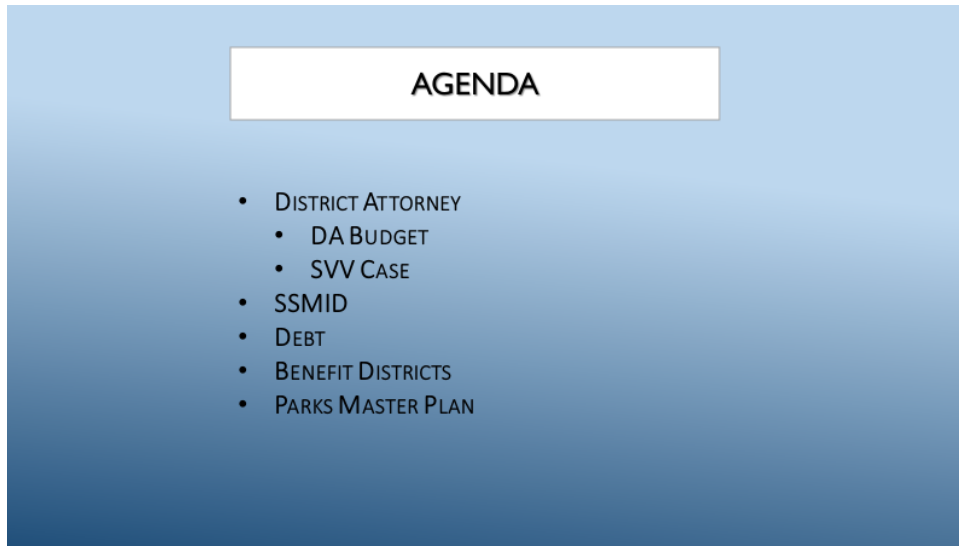
ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, July 19, 2018, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building for a Budget Workshop.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in

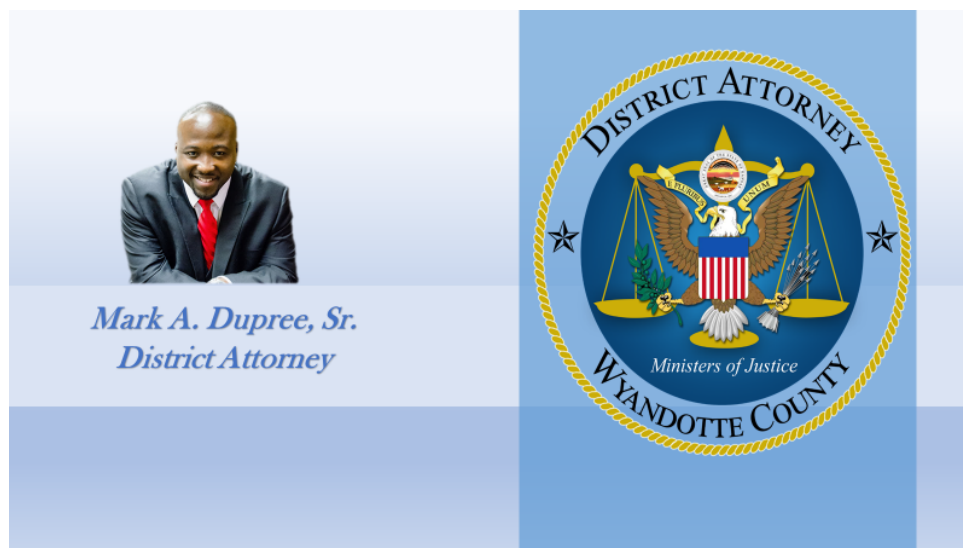
such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

Mayor Alvey said as the Clerk stated our meeting is the second of several Budget Workshops. I will now pass this over to Administrator Bach.



Doug Bach, County Administrator, said the agenda for tonight the District Attorney is going to be here. He has items to go over in his budget and present information regarding the Schlitterbahn case. We're going to talk about the Downtown Improvement District or the SSMID. We have presentation regarding our Debt Financing and how that works. We will be over the Benefit Districts and the Parks Master Plan. Then, we will conclude by going back over the various topics that we have set out for future workshop agenda's.

With that, Mayor, I would invite District Attorney Dupree to come forward with his team.



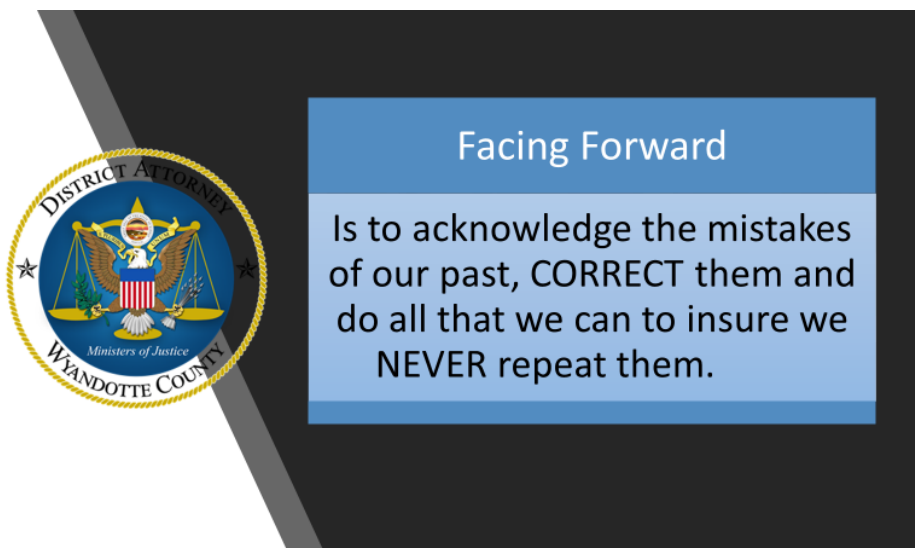
Mark Dupree, District Attorney, said I would like to state from the beginning the goal and purpose of the prosecutor in the United States.



Berger v. U.S., 295 U.S. 78, 88 (1935).

U.S. Prosecutors: “while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.”

Berger vs. United States says that the U.S. Prosecutor “while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.” That’s from our United States Supreme Court back in 1935 and I believe that still holds true today.



As such I want to discuss my philosophy in the Prosecutors Office which is facing forward and that is to acknowledge the mistakes of our past, correct them and do all that we can to insure we never repeat them.



In 2017 we had several accomplishments. I won't run through them all. I will tell you we have gone paperless concerning all of discovery. We went out and found grant funding for two additional positions that were not in our budget when I came into office. One being a Victim Advocate as well another being a Domestic Violence and Sex Crime Attorney. In collaboration with District Court we have a created the Behavioral Health Court. We've reengaged with the Drug Court. We've created and established the Community Liaison Board and we've created Drug Diversion and we've expanded our Diversion Program which from 2016 was \$149K that they were

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bringing in, whereas in 2017 we have raised an additional \$50K on that. The numbers for 2018 are still coming in.

2018/2019 New Initiatives

- Document management/Digitizing and Archiving Case Files



- Prevention of Law Suits for slips, falls, hazardous health issues
- Process to retrieve old case file is not only unsafe but time consuming

I want to commend this Commission upon last year I came and talked to the Commission about the issues of archiving and digitizing documents that were upstairs in the old jail. The pictures here show just a portion of how those files are in the old cells of the old jail. The focus last year and, what the Administration as far as I can tell was onboard with making sure that we digitize these things so that we can catch-up to the rest of the country. It allows us to prevent lawsuits from happening as they were standing on chairs to get these things and they were around hazardous health crawling creatures that were up there. Nonetheless, I'm commending you for saying yes, something needs to be done and we have started this process and look forward to receiving the funding to make it a safer place.

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2018/2019 New Initiatives

Document Management/Digitizing and Archiving Case Files

- Eliminates potential law suits and reduces safety hazards
- Savings from ongoing cost – to one time cost for a more permanent solution
- Meets 3 of the 6 Commission Goals
 - Increase Safety and Perception of Safety
 - Improve Customer Service and Communication
 - Increase Community Cohesiveness

That same thought process, what you saw here is now looking like this so when we began looking for a place to place these boxes as well as an organization to assist in dealing with the digitizing of it. Working with Alan and his team of folks, we found that it was quite expensive, the upper part of \$500K is what we were finding for someone to come in and remove those boxes, go through the files and scan them in. We were able to skim that nearly \$500K down to \$270K where we got with Judge Lampson, the Chief Judge over there who allowed us to get this space on the 4th or 5th floor of the Courthouse, cleared it out, and we were able to line the boxes up against the wall. We are bringing in four temp personnel that will come in for the next year and a half to two years to scan these things in. That got us down to right at \$192K.

Technology Litigation Positions

- K.S.A. 60-234: State Mandates the DA's office to provide discoverable information. With cellular devices, police cameras, etc., it should be noted that digital data has increased at an unprecedented rate. (The one on going \$70,000 Tech position)
- Due to the new rules and regulation of the mandatory E-filing as of July 1, 2018 this furthers the need for the technology litigation positions.

Kansas Courts Electronic Filing
Beginning June 25, 2018, all Kansas-licensed attorneys permitted to practice law under Rule 208(a) must electronically file documents in all case types in all state courts.

- "Electronic filing has been required in the appellate courts since November 2015, and many judicial districts have mandated e-filing as well," said Chief Justice Lawton Nuss. "This statewide mandate is an important step in our move toward centralized case management, which is part of our Kansas eCourt initiative, and the standardization that will come with it."

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We also requested a Litigation Tech to be added onto that personnel because with the 3,500 boxes that we are now scanning in, we have one Litigation Tech for an office of over 60 individuals that deal with more than 1,500 cases and now we're adding an additional 3,500 cases.

As we know the State Statute indicates that we're mandated as the DA's office to provide discoverable information with cellular devices, police cameras, etc., it should be noted that digital data has increased at an unprecedented rate. In order for us to follow that mandate and to be able to turn what I would say old VHS's and audios, some of which I'm sure many of you are still quite familiar with, to turn that over to DVD's and into MP3s we need—Commissioner McKiernan, that was not a dig. It was not a dig. Having said that, all of this wisdom around the table what I found is we need someone else to come in. We can't do it with just the one. The one is already dealing with the incoming cases that we have and making sure that information gets turned over.

Beginning June 25, 2018 all Kansas licensed attorneys permitted to practice law under Rule 208 must electronically file documents in all case types in all state courts. I will tell you this has been the case back in November 2015 is when we kind of got notice that this was going to happen. We are coming onboard now in this county and we are having to make that happen because the Supreme Court said we have to. As such, I'm requesting what is not in my budget is the additional \$70K to assist in removing that 3,500 boxes on downstairs as well as making it digital. We have the four temps funded, we do not have the one Litigation Tech. So that brings, as I said, that \$270K from the \$500K that when we originally looked at what we believed it was going to be.

CONVICTION INTEGRITY UNIT

Transparency Accountability Justice

The Conviction Integrity Unit will examine **credible and verifiable claims** of innocence and constitutional violations with the highest standard of professional integrity. It will establish a framework of collaborative, expeditious, and thorough case review that will lead to stronger prosecutions, fewer wrongful convictions, and greater community trust in the criminal justice system in the future.

Injustice anywhere is a threat to justice everywhere

- Dr. Martin Luther King, Jr.

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The Conviction Integrity Unit is not funded in the proposed budget. The Conviction Integrity Unit will examine credible and verifiable claims of innocence and constitutional violations with the highest standard of professional integrity. It will establish a framework of collaborative, expeditious, and thorough case review that will lead to stronger prosecutions, fewer wrongful convictions, and greater community trust in the criminal justice system in the future. Our goal and mission in this District Attorney's Office is to keep our community safe through vigorous and ethical prosecution of those that commit crime in our community as well as being dedicated to the pursuit of truth, justice and protection of the innocent and the prevention of crime.

Let me make clear, there was a Texas State District Judge, Ken Anderson, who was the District Attorney in 1987 and under his, if you will, assignment as District Attorney he convicted a man by the name of Michael Morten for beating and killing his wife. In 1989 evidence appeared so that he could show that he did not commit the crime. The District Attorney refused to hear that evidence, refused to inquire. Later that District Attorney became a judge. In 2011 a different judge received that evidence, ran DNA, found that the bandana that they found that had the blood of his wife and a defendant on it showed that that defendant did not in fact kill his wife. They arrested and convicted the person who did. This now sitting judge was removed from the bench, he lost his license, and he was found to have hid evidence and made sure that the evidence was not DNA tested.

I believe that is a good example of what and how the Conviction Integrity Unit would work. I need not remind everyone of our own wrongful conviction of Lamonte McIntyre. That was a case that was over our head for a long time one by which the entire community saw. I will state that with the McIntyre case this District Attorney's office under a different administration knew about his case for the upper part of seven to eight years and did nothing. Did not look, did not search, did not ask questions, and it wasn't until this administration got in office that we were able to look at this information. It took me seven months without a budget, without assistance, and without the ability to have a Conviction Integrity Unit to go through the evidence, to go and meet with witnesses and to go and look to see if there was an injustice that had occurred in this office. Ultimately, we found that it did, and something was done about it. However, now the community's eyes are open to the reality that mistakes may occur.

SPECIAL RESPONSIBILITIES OF A PROSECUTOR, ABA Rule 3.8

- **(g) When a prosecutor knows of new, credible and material evidence creating a reasonable likelihood that a convicted defendant did not commit an offense of which the defendant was convicted, the prosecutor shall:**
 - (1) promptly disclose that evidence to an appropriate court or authority, and
 - (2) if the conviction was obtained in the prosecutor's jurisdiction,
 - (i) promptly disclose that evidence to the defendant unless a court authorizes delay, ii) undertake further investigation, or make reasonable efforts to cause an investigation, to determine whether the defendant was convicted of an offense that the defendant did not commit.
- **(h) When a prosecutor knows of clear and convincing evidence establishing that a defendant in the prosecutor's jurisdiction was convicted of an offense that the defendant did not commit, the prosecutor shall seek to remedy the conviction.**

The responsibility of a prosecutor according to the American Bar Association Rule of which the Kansas Supreme Court has accepted and codified is when a prosecutor knows of new credible and material evidence creating a reasonable likelihood that a convicted defendant did not commit an offense of which the defendant was convicted, the prosecutor shall promptly disclose that evidence to an appropriate court or authority. It ultimately says the same thing. When we find and when we know that someone may have been wrongfully convicted or someone may have been unjustly incarcerated, it is our duty as prosecutors, as ministers of justice, to do something about it. What we know is that the Detective that was on the Lamonte McIntyre was a Detective in this county for 30 years. The prosecutor that was on that case was in that office for, I believe, a decade.

I have about 200 cases that are sitting on my desk and now you see that are waiting for me to look at that includes those individuals. After going through them I've seen 19 cases by which I believe an investigation should take place to look into. A Conviction Integrity Unit will allow me to do what took me seven months for the McIntyre case to hopefully do in two or three months. How would we do that?

CREDIBLE AND VERIFIABLE CLAIMS OF INNOCENCE

- DNA / Forensic Sciences
- Newly Discovered Evidence
- Witness Misidentification/Recantation

CONSTITUTIONAL VIOLATIONS

- Prosecutorial Misconduct
- Ineffective Assistance of Counsel
- Law Enforcement Error

How would we do that? When we have credible and verifiable claims of innocence, the Conviction Integrity Unit will review those cases. Where there is DNA, new forensic sciences, evidence, newly discovered evidence or witness misidentification and recantation of a testimony. Those are the things we will look at. We will also review prosecutorial misconduct, ineffective assistance of counsel and law enforcement error. These things are things that all across the country has caused innocent people to go to jail wrongfully.

I think it behooves us not to pretend as though wrong doing and mistakes does not occur in our system. It does, and it is our job to rectify and to correct.

GOALS



- JUSTICE
- Identify Problem Areas in order to Implement Meaningful Policy Changes for the Future
- Protect Law Enforcement from Baseless Accusations
- Bolster Trust in KCK in the Justice System

I do believe that our goals being justice, to identify problem areas in order implement meaningful policy changes in the future with working with our law enforcement partners and our legislative

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body to make sure that the mistakes that we have made in the past, whether it's me or my predecessors, are found out and are corrected so that we can have better policy to make sure that we are bringing about justice and not wrongful convictions. It will protect law enforcement from baseless accusations, being accused of doing wrongdoing, we will have been able to pull the case and show that no, this conviction was solid.

I believe that over 90% of the cases and convictions that we have in this office and have held will hold integrity, but for that 1 to 10%, I believe it is our duty as the chief law enforcement officer in this county to make sure that we pursue justice.

2018/2019 New Initiatives Conviction Integrity Unit

Initial Request: \$302,000

Amended Request:

- \$155,233 annually
- \$7,500 One Time Unit Prep
 - Includes 1 Full Time Employee, 2 Part Time and operational cost

Meets 3 of the 6 Commission Goals:

- Increase Safety and Perception of Safety
- Improve Customer Service and Communication
- Increase Community Cohesiveness

Issue:

- Community Mistrust
- Previous injustices
- Lack of capacity with current staffing

Solution:

- Build Trust with the community
- Correct any previous injustices
- Confirms Integrity of our Justice System
- Properly vet cases of accusations of injustices



The initiative for the Conviction Integrity Unit; my initial ask was \$302K and when I met with many of you commissioners earlier in the year I believe my number was \$350K, again, trying to be fiscal responsible I found an alternative way. I got with the University of Kansas as well as with UMKC Law School. They have teamed up with my office. What usually takes \$500 to \$750K to create concerning the Conviction Integrity Unit, we are down to the \$302K because they have agreed to utilize their attorneys at their universities as well as some of their students to be the screening agents for the cases that are being asked to be reviewed by my office. So, evidence and discovery and things of that sort will be reviewed in partnership with universities thus taking off requirement and necessities for my office to ask for more than one attorney than we're asking for. Normally it takes three to four attorneys. We're asking for one attorney.

Having gotten word that it was not in our budget for the \$302K, I found a way that says look, if we can get not a fulltime attorney or rather not a fulltime investigator and a fulltime

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secretary, let us get the fulltime attorney and a part-time investigator and a part-time secretary so that we can fulfill the obligations that we have to do. We cannot turn a blind eye to the reality that we have seen wrongful convictions in this county, across the state and in the community.

My office will review, will look at with \$155K with the \$7,500, I also believe it's \$162K for the buildout, we will do this and make it happen. I will tell you my goal is to make this thing work on that budget and then next year I want you all to see this is pretty doggone good. I can go ahead and make those part-times into fulltime, but I understand we have gotten some surprises.

CIU PERSONNEL

The University of Kansas School of Law's Paul E. Wilson Project for Innocence and Post-Conviction Relief, as well as UMKC Law School's Innocence Project Clinic, have both committed to providing screening and investigatory assistance with cases under review by the CIU.



STAFF

- 1 Full Time Senior Attorney
- 1 Part Time Administrative Asst
- 1 Part Time Investigator

VOLUNTEER STAFF:

- 2 Community Liaison Board Members (Rotating)
- 1 Member WYCO Defense Bar

Let's talk about the surprises. When I came into office I was greeted with a letter from the previous administration concerning the Schlitterbahn case. The Schlitterbahn case, according to the letter that I had received and that was in our computers, Mr. Gorman stated to the Attorney General's Office as well as other attorney's that our office has no conflict of interest concerning the Schlitterbahn case. That letter that he wrote to the Attorney General and to others was in November of 2016. Many of you know the election had already taken place. He had agreed not to send the case just for way of understanding. When the District Attorney's office or County Attorney across the state of Kansas needs help, needs assistance, have a conflict and not have the means to prosecute a case, we are able to call for help to Kansas Attorney General Derek Schmidt.

I want to take this opportunity to say we appreciate that help because at times we need it and when we need that help we have to call when we have conflicts and it is known across the state of Kansas that when we request help that the Kansas Attorney General's Office will pass the

bill to the County and to the District Attorney who is asking. Mr. Gorman knew that before he left office which is why I believe that he did not send it to them; however, after I got in office I received a bill from the Attorney General's Office concerning some of the work they are doing. I politely sent the bill back because I had a letter saying that we're not sending it. After four months of fighting back and forth the Attorney General's Office finally sent me a letter that Mr. Gorman had wrote him and that letter was December 9. November 30th, he says no conflict and I'm keeping the case, December 9th he sends a letter and he states "I am asking you Derek whether your office would review this matter, decide whether a criminal charge should be warranted, and then of course prosecute this case if charges are filed as I will be leaving office January 8th." So, that letter was not in the District Attorney's Office when I got there. I knew nothing about this nearly until a year later at which point he then sent me his letter responding saying "your office will bear the expense of the prosecution until the case is concluded and we will forward you all bills." That was on December 15th. Those two letters were not in the system. I did not know about it.

When I found out about this information I then met with the Administration, Doug Bach after receiving these letters and let them know that we are bound to pay for these bills because whoever is sitting in this seat holds that authority to bind this community. I will tell you that since I have been office concerning special prosecutors I have a document whereby Dough Bach will have to sign and Judge Lampson signs whenever I have a conflict and I need another outside attorney to come in. We have in that contract the amount per hour that attorney is going to be paid by the Unified Government. Why, because that's fiscal responsible. That was not the case beforehand; however, this is where we are.

It's not something that I like, it's not something that I appreciate, but I also understand it's something that has to be paid. Having said that, we are in place where quite frankly this community is left with a few things that we have to cleanup. We have to clean up the old jail, we're doing a great job of it. We're having to clean up the bill for Schlitterbahn and as Wyandotte County we will do a good job of that. However, we can't ignore injustices and we can't ignore the fact that we have been avail to the McIntyre case in this community.

The message I want to make sure we're sending to this community is that there is always room in the budget for justice. Right now, that justice is going to cost \$162K because I'm not willing to tell him otherwise. That is the conclusion of my presentation. I will take questions at this time.

Commissioner Townsend said I will start with the latter part of the presentation with the Schlitterbahn issue. Maybe I missed it. Was there assistance by way of special counsel from the State? If so, do we know what that amount is or will be? We know what, I should say the cost of justice is for the Conviction Integrity Unit, what is the Schlitterbahn number or do we know that yet? **Mr. Dupree** said I have spoken with the Attorney General's office and so yes, the Kansas Attorney General's office is handling the Schlitterbahn case completely. When we asked for them to handle the case we have to foot the bill. The bill right now we've spent upper part of \$94K so far in expert fees, in traveling fees for folks they're bringing in to testify concerning this case. When speaking with them they indicated that it would be guesstimated of about \$250K per individual that they have charged. They've charged, I believe, four individuals which is why the calculation is guesstimated to be \$750 to \$1M that the County will have to hold onto to make sure that we can foot the bill. The hope and the goal as I communicate with the Attorney General's office about things they are doing is that they do spend a million dollars. That is the hope, but as the bills come in once the bills begin to run in, seeing that the DA's Office did not have the budget for that as it wasn't requested last year and I promise if I would have known last year, I would have indeed asked you all for it so that you could be prepared. We're looking at guesstimate of \$1M. That million dollars will take up not just the District Attorney's portion of that, but court reporters and different fees; things that are quite frankly split between the judicial judges and court as well as the District Attorney's office. We found it easier to just put it all in one area in the DA's office to pay the entire case that concerns any bills, court reporters, experts or any of the like.

I want to make sure that I clarified to you. The example for the Special Prosecutor, as a former defense lawyer I had clients who I represented here. In those cases where those individuals come back on a probation violation there is a conflict of interest for my office to prosecute that person since I represented them at one time. As such, we hire a defense lawyer outside my office to be that special prosecutor and then that amount is whatever is whatever it is per hour and that's clear through the administration and with the court.

Concerning asking the case to go to another location or asking for the Attorney General to come in, there is no such policy. I can simply ask for them to come in. What I have talked to Doug about and the administration is under this administration as hopefully you all have seen, is there will be open dialogue and there will be open communication. If you have not seen that, I have sadly failed, but that is to make sure that you all know what's going on so that I won't make

just simple decisions like this that a year later you just have to deal with. Communication, effective communication is key and that's what we're doing now.

Commissioner Townsend said with regard to the prosecution then, do you have any idea of when the end of this million-dollar period may come? You're essentially telling us now this is what it's going to look like. **Mr. Dupree** said that's what it's going to look like—pardon me. I didn't mean to cut you off. **Commissioner Townsend** asked would we look to see that bill at the end of '19, '20; do we know yet how far out that we may be called upon to pay that million? **Mr. Dupree** said I believe it is an ongoing. At this point, as I stated, we've spent \$94K on the case so far. As the case continues to go on when they bring it to a trial, then they will have to bring in those witnesses, bring in—hence we will have to start making those flight arrangements and I shouldn't say we, them, and once they're done they will send us those bills. I believe just, quite frankly, knowing how the system is we're looking at one to two years for these cases to be done.

Commissioner Philbrook said I'm assuming that you have looked at our budget proposal so far. Right? **Mr. Dupree** said correct. **Commissioner Philbrook** said on page 257 I'm reading District Attorney Administration, Special Prosecutor AG, is that what we're referring to? **Mr. Dupree** said yes. **Commissioner Philbrook** said so for 2018 we have \$500K in it and 2019 \$500K. You're saying that you think that might cover—**Mr. Dupree** said no, I don't want to say I think I might. I want to say that will cover. I spoke with the Attorney General's Office and that number is on the high end. My push to the Attorney General's Office is, look, I don't know what kind of pockets the State has, let me scratch that, I do; but Wyandotte County doesn't have a million dollars to spend and this case should be able to be dealt with, with half of this amount. After arguing with that, they are understanding where I am concerning this and so the goal is to spend substantially less than that, but they know that they cannot spend over that million. I have no doubt in my mind that it's not going to reach that, but at the same token, I do not want to put Wyandotte in the situation where there is a bill and we're not prepared to pay.

Commissioner McKiernan said this question is for Doug. On page 257 that Commissioner Philbrook just referenced, we're looking at Personnel costs for the District Attorney's Office, is this million dollars already factored into Amended 2018? **Mr. Bach** said yes. There is \$500K this year and \$500 in 2019. **Commissioner McKiernan** said there is \$500K in Amended 2018 and an

additionally \$500K—there are some other changes that kind of mitigate that \$500K in 2019, but from ‘17 Actual to ‘18 Amended, that \$500K has been included. **Mr. Bach** said yes, we have it in our budget.

Mr. Dupree said what’s not in our budget is the Conviction Integrity Unit so in my mind is here is this Schlitterbahn bill for a case that none of knew was not in our office, has now taken the place quite frankly of justice where we need it because it is a surprise. What was a surprise, this Schlitterbahn bill? What else was a surprise was the Lamonte McIntyre case, both of which were in that office for years, right, I shouldn’t say the Schlitterbahn for years; but was in that office before I got there, and the administration knew about it and did not allow us to prepare. We have to do something about it and we can’t say we will do something about the million-dollar bill without doing something about those who may be wrongfully convicted. Lamonte McIntyre spent 23 years in prison, 23 years. At least eight of those could have been shaved off if the previous administration would have picked up a doggone box and started looking at the evidence.

Commissioner Philbrook said okay, do me a favor and break this down for me because I see the \$155K, I see the \$7,500 and I want to see the—so the difference between that to make \$302K, what is that because I don’t see it listed like that here. Do you understand? **Mr. Dupree** said let yes. Let me explain to you. My initial request was \$302K. The difference is on the \$302K I’m requesting not just a fulltime Senior Attorney, but I’m requesting a fulltime Senior Attorney, a fulltime Administrative Assistant, and a fulltime Investigator. **Commissioner Philbrook** said that would be the full \$302K. **Mr. Dupree** said that would be the full \$302K. **Commissioner Philbrook** said if we started out part-time, then we could start at \$155K plus the \$7,500. Is that what you’re saying? **Mr. Dupree** said that’s exactly what I’m saying. **Commissioner Philbrook** said I just wanted to make sure I understood where you’re coming from.

Commissioner Bynum asked is there any opportunity at all that this case would conclude before 2019 arrives. **Mr. Dupree** said I would say no. I don’t foresee that. **Commissioner Bynum** asked if we do take the case into 2019 and we’ve already booked the \$500K into 2019 and that were to not be entirely spent, then could we not fund \$162.5 for the Conviction—that’s an if. **Mr. Dupree** said I will tell you that is a great thought process and my thought process was the same,

but in concern of 2018 which in my mind was if we could fund at part-time the \$162K and then if they don't use the \$500K, then maybe we go ahead and get the full. What I don't want to do is not do something now because the McIntyre case has been done with for several months and the number of cases continue to grow that we need to look at and we don't have the personnel or the ability to review as we did with that case. **Commissioner Bynum** said when you say now, are you asking for this to be in Amended 2018 and looking ahead to 2019? **Mr. Dupree** said I am. Is that what I'm asking for, Doug, I'm pretty sure that's what I'm asking for. **Mr. Bach** said I guess I'm not—I thought you were at 2019, but maybe you were looking to put it in the last quarter of this year? **Mr. Dupree** said yes. I was looking for the last quarter of this year is what I was looking for.

Commissioner Markley said Commissioner Bynum and I was thinking the same way that if as you suspect this could come in—the Schlitterbahn case could come in a little below what we have budgeted. Is there a way we can create the budget line item so that if we have funds left available, we can spend it on this Integrity Unit? I think that would be a nice way to go forward and show that we're trying to fund it, but also recognize that we have to have the money to fund it and we just spent a chunk that we weren't anticipating. **Mr. Bach** said I would say yes, we would probably change the way we have this formatted and what we would anticipate doing—let's say we're working within that \$500K that's mostly in, well it's in '19, that's the second part of this; that we could look at a way to fund up a lower number and then put a number in the DA's budget for him to use for Personnel. Then, if we expend more or the AG expends more before we would be able to carry that budget and they end up spending \$500K, we would have to amend the budget next year, but let's say we took \$100K from that money and just lowered what we put in the AG's budget for next year and that gives \$100K to work with the other account. Then, we can look for other opportunities to add to it and if his bills are less than \$400K, we're okay, if it's more than that then we would have to amend the budget next year and cover it. **Commissioner Markley** said my proposal would be that Doug takes all of that, that he just said and work with it and bring it back to us as a proposed amendment at a future session.

Commissioner McKiernan said, Mr. Dupree, I have been gradually looking through the entire budget, just looking department by department at changes from our '17 Actual figure to '18

Original Budget to the '18 Amended that is proposed now. I want you to help me to understand a couple of things about how the budget has changed. The dollar difference from the '17 Actual, we actually spent in '17 to what we're proposing for the '18 Amended Budget is about \$1.4M increase and I understand that \$500K of that or .5M is for the Schlitterbahn case. Is that correct? **Mr. Dupree** said \$1M. **Mr. Bach** said just the half. **Mr. Dupree** said for the first year. **Commissioner McKiernan** said I'm just looking at '18. I'm not looking forward to '19. **Mr. Dupree** said thank you, yes. **Commissioner McKiernan** said that leaves us with \$900K or about an 18% increase from what we actually spent in '17 to what we are proposing to end the year with in '18. I was just wondering if you could help me wrap my brain around where the rest of that increase is allocated, where it comes from? **Mr. Dupree** said I don't know if I follow. **Commissioner McKiernan** said by my calculation there is a difference of about \$1.4M, .5 of that is the Schlitterbahn case which leaves us with almost a million dollars of increase and I'm just curious—**Mr. Dupree** said I'm sorry. Are you talking about—so, for the DA's budget there is a million dollar increase that you're wondering where it's from outside of that? **Commissioner McKiernan** said for department 0180 District Attorney, I'm just looking at department level and not worried about divisions underneath and I've just been calculating percent and absolute dollar value increases for all departments. It appears there is an increase beyond the cost of the Schlitterbahn and not including the Victim Integrity Unit. **Mr. Dupree** said yes sir. **Commissioner McKiernan** said I'm just trying to understand where that is.

Reginald Lindsey, Budget Director, said the District Attorney's Office also has grants in it and so that's part of it and then there were also increases to their Personnel over the last two years and that's also part of it and they have had Capital increases. What you're looking at there at the top of the page on the Department Expenditure Summary includes all funds so their fund 160 which is the County General Fund is in there also and then also included are grant funds in that.

Mayor Alvey said approximately \$700K looks to be an increase in Contractual Services. What are those Contractual Services? **Mr. Lindsey** said half million dollars of the Contractual Services is for the Schlitterbahn case and then we also have grants that are in there. There are also just general expenses that are there as far as just some new requests that were approved. We have a Drug Court Diversion Program. We also have a statutory requirement, sex crimes, rape kits that

are in there. **Mr. Bach** said you had the increase of the stuff that he went over at the beginning which is temporary for a couple of years where you go through the program of consolidating the files and pulling those out of that area. The Personnel budget is up about 15% so it's a little higher than what it is in the other areas of our operations so that's where you see in that line is up a little more.

Mr. Lindsey said also in 2017 the DA's office wasn't fully staffed. Now they're really staffed up so some of the 2017 in Personnel looks like it didn't have all the positions filled. Then, there were some increases in salaries there also. **Commissioner McKiernan** said that were only going to reflect in the Amended '18 Budget because really the Personnel costs from '17 Actual to our Original Budget that we approved last year is pretty flat. **Ms. Lindsey** said also with the Original Budget we did have to true up the Amended and also the 2019 Budget based on like where they were. One of the things we do as far as our personnel is we budget based on the trend of how many position a department has filled. What you see in 2017 Actual and 2018 Original, we budgeted last year based on the trend they had, and they didn't have all positions filled. When we came back and did the budget this year, they had most of their positions filled, I think all but one, and I think they filled that by now.

Commissioner Kane said I agree with Commissioner Markley as far as we need to let Doug go back and figure it out and bring it back. My question is, do we have to do it in two years? Could we do it in three and spread the pain? **Mr. Bach** asked are you referring to the Schlitterbahn case? I guess we could tell him we will wait to make payment but we're trying to budget it so we would be able to make payment probably within 30 to 60 days. **Commissioner Markley** said I like the way he thinks. **Mr. Bach** said I don't know what he would do if we were slow, he could send a collection agency our way. **Mr. Dupree** said I like the way he is thinking as well because I will tell you, I believe in taking care of home before you take care of anything else. So, the bills come in sporadically. It's not as though we're about to get a bill for a million dollars to deal with it and so, if we can spread it out which would allow us to get \$162K to handle both of these messes at the same time, I'm all for. I'm going to tell you what they're not going to do, they're not going to take your check whenever you send it, so they will be fine. **Commissioner Kane** asked would it

hurt to ask. We're going to get you a million dollars, but it would be painful for our budget to do that and if we don't ask, we don't know.

Commissioner Philbrook said going back to the increase and the budget on the Contractual Services; that difference, that \$227K because you know by the time you take out the \$500K and you get down to 227, that reflects what? I'm looking at line 52. **Mr. Lindsey** said we do have a Drug Court Division Program that is in there also and then statutory requirements sex crimes and rape kits that are in there, telephone expenses that are in there. **Commissioner Philbrook** said you probably have it somewhere else in here that I didn't read it, but that's good to know. **Mr. Lindsey** said the fine detail would not be in the budget document. **Commissioner Philbrook** said so I didn't miss it then. **Mr. Lindsey** said no.

Mr. Dupree said I'll tell you there are some things that are in there like the rape kits that are there, these are things that have to be paid but have been couched through the District Attorney's Office, so this is not a District Attorney Office deal, but it of course continues to inflate. I believe also there is some type of wonderful technology that's coming eventually, but that's also is in there as well that's not ours but will affect us. **Commissioner Philbrook** said but you understand why I'm asking about \$227K because now we're getting down to when are we going to pay our bills and how. **Mr. Dupree** said yes, I get you. **Commissioner Philbrook** said folks that pay all those taxes really want to make sure that we're paying attention. **Mr. Dupree** said I agree with and I will tell you that with that Community Liaison Board and the amount of fan mail that I have received of people who believe are wrongfully convicted, I am getting a large request to look at that stuff. I want you to know, Commissioner, I am not—I don't take your questions offensive. I just want to make sure you understand. **Commissioner Philbrook** said if you are, you're misconceived in your assumptions, so there you go. No, I was just asking for what that difference was and thank you. If I have any more questions about this, I'll call Reggie and he can enlighten me and I appreciate that.

Commissioner Murguia said I have a couple questions. The first one is in regards to the Conviction Integrity Unit. This is a unit, I want to make sure I'm right, this is a unit that's going to take all of these old cases and take another look at them. **Mr. Dupree** said yes. **Commissioner Murguia** asked how many of those cases will they be looking at. **Mr. Dupree** said I believe it

would be on average maybe 3 to 15 every month or so. I have 200 old cases that in some way has some of the same issues as the McIntyre case, but the way that we will receive our cases will be through the universities as well as through Defense Lawyers. They will screen the cases to make sure that these cases are not simply someone saying I'm innocent, now take up your time to review this. It will be screened so it won't land on our desk hence I don't believe that we'll have 200 cases to go through, but of those 200 we're now to the 19. I don't believe it will be an influx. We're not going searching and looking for cases. We're waiting for there to be verifiable evidence as stated at the beginning here that gives us the ability to show that, yes, something may have gone wrong here.

Commissioner Murguia asked what are you going to do with the fulltime Senior Attorney, the one part-time Administrative Assistant and the one part-time Investigator when all the cases have been reviewed. **Mr. Dupree** said as much as I would love to say that we will get to a place where there are no more cases to review, I don't believe we will. **Commissioner Murguia** said so, you want to review even the cases that are under you that are coming to you now. **Mr. Dupree** said I believe that eventually that will happen, but what I'm saying is I believe there is enough cases right now that folks are alleging wrongdoing to keep us busy for decades to come which is why those cases will have to be gone through via those folks who are screening to ultimately get to us the ones that are of substance. I don't believe that we will run out of cases. I mean as long as we have a Criminal Justice System, we'll have cases. **Commissioner Murguia** said if there is another situation where somebody has been wrongfully accused, that happens again, then while they're waiting for their case to be reviewed, they could potentially be serving time. **Mr. Dupree** said that is exactly what they will be doing.

Commissioner Murguia said I'm sure you've thought of this, but I just have to ask, it seems to me like it would be faster and you could get a larger number of cases done if you outsource the review of these cases to a law firm. Are you not asking for that because the cost to do that would be much higher than what you're asking for here? **Mr. Dupree** said two things. One, the review of those cases is going to come through the universities and so that takes away that need for law firms. I will tell you that I have had law firms say they are willing to screen with those universities some of the cases that are there so that in fact is being tapped into. Concerning ultimately whether or not a case has—there's been a constitutional violation of wrongdoing there, I can't part that out. That sits with the chief law enforcement officials so that's not something I

can give out. To give you a process on how this will work, the universities will review these cases or whomever, it comes through them, they screen it and that takes a two to three-month process. One they go through them, let's say 10, we expect for about 3 of those 10 to hold water. Once they have that, they will then bring it to my Conviction Integrity Unit. My Senior Attorney at that time will then take the case, review it, have our investigator to investigate it themselves along with the assistance of our secretary at which point if the investigator and my Senior Attorney are in agreement with the screeners who did this and say there is something, we then bring in two community members who are from the Community Liaison Board as well as one Defense Attorney who will sit together to review the cases. Ultimately, they will submit their, if you will, conclusion to me to make that decision. **Commissioner Murguia** said all of those people that you talked about, the universities and the Community Liaison people and all of those people are doing all that for free? **Mr. Dupree** said yes, for free, which is why I'm only asking for the \$162K.

Commissioner McKiernan said at this point I think Commissioner Markley and Commissioner Kane are on the right track. We figure out how we can stretch the payments, we ask Mr. Bach to bring us a proposal back on how we can incorporate the \$162K into the budget. It's a \$376M budget overall. I get it, that's not all General Fund money, but I am confident that given the importance of this we can find the relatively small dollar amount it would take to fund.

Commissioner Murguia said well, my last question was exactly that. Have you had contact with the State and asked them if we could make payments over three, four, five years? **Mr. Dupree** said no, I have been in contact with them and I will be in contact with them first thing in the morning specifically to ask about the amount. The way that it works is that we don't just send them a check, here's \$300K just use this x, y, z. What we do is we receive a bill of \$10K for this person and so on and so forth and we just have to pay it. If I tell the Attorney General's Office, listen, we have budgeted \$300K for the next six months concerning this, work accordingly, then I'm sure we can work that out. What I can't say to them is do not properly work this case to receive justice for the family and for the victims because we have this budget. **Commissioner Murguia** said no, I'm not asking you to do that. What I'm saying is, can you make an agreement with the State that regardless of how fast they work a case, or they do their business, but then we pay them over time for the work they've done. **Mr. Dupree** said I believe we will be able to work the

process out because they don't pay the bills. You see what I mean? They are not paying it out of their budget and then we're reimbursing them and so they work according to the fees or the fines or the financial ability that we have. If we say to them we have \$300K to work this, that is what they will work, and the State is used to working with small counties who quite frankly go bankrupt and don't have the funds and so they know how to work a case according to that. If that is something we want to consider, I'm sure I can work with them for that to happen. **Commissioner Murguia** said great.

Commissioner Townsend said I want to ask another process question about the Conviction Integrity Unit and how the cases will come to you. I understand they will be funneled through the recommendation of the universities. We're only talking about convictions that have taken place in Wyandotte County, correct? **Mr. Dupree** said correct. **Commissioner Townsend** asked how would someone who wants to avail themselves of this opportunity do that? Their lawyers would have to go to UMKC or how does that work? **Mr. Dupree** said their lawyers can either go through UMKC or they can come directly to my office at which point they would communicate with my Senior Attorney concerning this matter. I would then, or my Senior Attorney, could then send the case or deal with the case directly with that university to go through that screening process. As a former defense lawyer, I've got to tell you a vast majority of my clients said they were innocent, so we want to make sure it's not just a lot of folks saying hey, I didn't do it, that will waste our time.

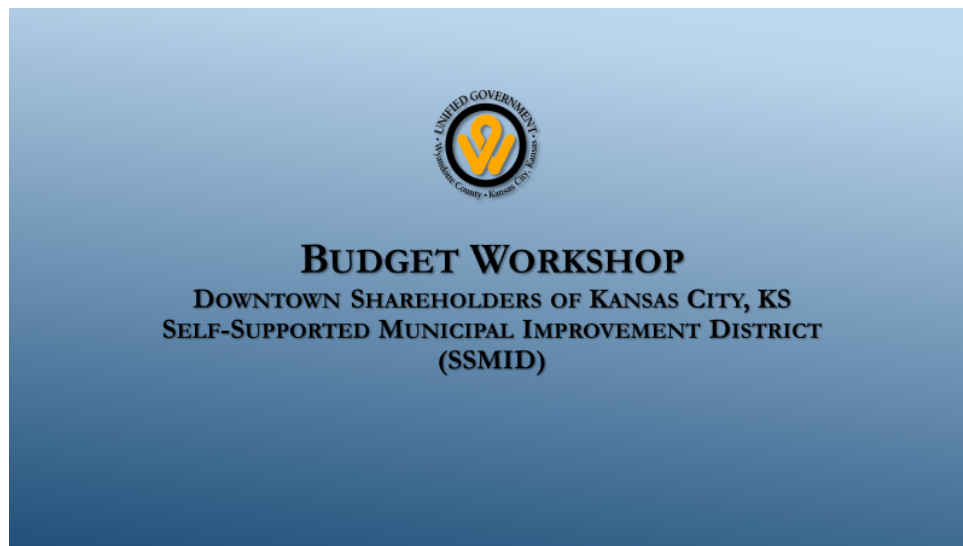
Commissioner Markley said I just wanted to make one more comment. Some of you know I'm usually the last person to ask for changes to the budget, but I want to make clear that Mr. Dupree did come to us very early in the process with this request. This is not that we heard the request tonight or making a change, just so my consistency cannot be impeached, he came to us very early on and made this request to us and he is here making it a second time tonight.

Commissioner Johnson said I'm still dwelling on the word impeached. I want to appreciate the fact, Mr. D.A., that you have a couple of grant funded items in your budget. I'm concerned—I'm not concerned, I just want to know how long those grants are for. Will they expire? Are they for a certain amount of time and how much roughly are those, the Victims Advocate and the Domestic

Violent and Sex Crime Attorney? **Mr. Dupree** said I believe the amount total was about \$107K and they are yearly, and we were, again, looking back just approved again for a reup of those funds. It's on a yearly basis. **Commissioner Johnson** asked you apply annually and then you find out whether or not you get those. **Mr. Dupree** said yes sir. It's \$108K on one and then \$59K on the other that every year we request for and they approve and that comes from the state of Kansas and we have been approved for those. In fact, have been asked to request more. I will state that as I have pushed out for the grant funded positions rather than coming back to the Commission asking for more positions, likewise we will look for grants concerning the Conviction Integrity Unit and they are out there, but one of the issues is you can't really request it unless you have it. So, my focus again to start it up and then I can chase after some of the grant funds to really build it up and really do what we need it to do. **Commissioner Johnson** said I'm in agreement with the firm of Markley, Kane & McKiernan and Bynum that we should try to find a way. I also would appreciate the fact that you look for other funds, you've gone outside the box and you've also looked for ways to cutdown initially a request. I like the recommendation as it's been presented to us, Doug, so I know we have full confidence and you can figure this out amongst other things you have working.

Commissioner Burroughs said, Mr. Dupree, I want to thank you for a very pointed presentation, very well prepared. I appreciate the personal courtesy of reaching out to the Commission members and educating us early and to what you anticipated you needed to be successful in your endeavors on the Integrity Unit. I would just state the \$500K that we're talking about in this budget should not be held in difference to your department. That is money that the former administration caused this body to have to spend. The Integrity Unit is the issue that I really believe is significant. The financial aspect we're going to have to pay, the money is going to have to come from somewhere, but the Integrity Unit allowing you to do the job you have been elected by the people of this community to do, I just really appreciate the professional courtesy and the manner and your presentation this evening. Thank you.

Mayor Alvey said I think that concludes this presentation. **Mr. Dupree** said I would like to say thank you all for your time and the opportunity to let me speak to you.



Mr. Bach said the next section while we're allowing for a little bit of transition, but I will invite the representatives from the Downtown Shareholders to come forward. I believe Jason Norbury is here and we will recognize them as they come forward. They are here to talk about the Self-Supported Municipal Improvement District.

Jason Norbury, Downtown Shareholders of Kansas City, Kansas, said we're going to start by letting Tim Ryan the Advisory Board Chair have a quick statement and then I will unfortunately deal with the numbers part on the backside.

Tim Ryan, Advisory Board Chair, said the SSMID Advisory is very excited to see the amount of changes and improvements taking place in our neighborhood. We would like to thank the property owners as well. They have also been so committed to the district for so long. They've also seen the progress that we've already accomplished and can see big changes and improvements ahead of us. The property owners in the district took it upon themselves years ago to increase the taxes, make changes and give the neighborhood an opportunity to grow into a clean and safe district that you see today. The Advisory Board appreciates the commitments made by the Unified Government and others to support that work and we feel it has been an unqualified success.

We would now like to make even more progress on improving the district. The owners committed to the downtown neighborhood—the owners commitment to the downtown neighborhood has increased the cleanliness and safety by allowing a more walkable culture. We've been committed to making sure that everyone can benefit from the impact. As a resident

and former employee in the downtown area, I've noticed the progress from safer property and cleaner environment. The steady progress of cleaner and safer sidewalks has lent itself to improve sales and public opinion of our downtown. We have much to celebrate from what we have become. At this point we have come to realize that hope for future prosperity and progress in our downtown will require continued commitment and resources to create the necessary culture we desire.

The Advisory Board has a strategy and plan in place to make that culture possible. The Advisory Board in conjunction with the Downtown Shareholders would like to use resources to enhance and create public space in downtown for the benefit of our residents, businesses, property owners, and downtown employees. Accepting the Advisory Board's recommendation of a voluntary contribution of \$125K, which is a \$25K increase from recent years, would allow the Advisory Board to help accelerate that creation and improvement and enhancement of our pocket parks while allowing for some other further relief of our property owners who face one of the highest property tax burdens in the Unified Government. This stronger commitment from the Commission will allow for a faster timeline for these improvements while allowing the continuation of our clean and safe program. A clean and safe and attractive downtown reflects well on the entire community. Being a resident of downtown and someone who works here in downtown has really spent a lot of time over the last eight years in our community, I've honestly seen so much progress take place I wouldn't like to see us slide back any further. I don't think that we will. I think there is a lot moving forward and we really just kind of want to try to accelerate things as fast as we can to continue the progress we've made.

Mr. Norbury said for those of you who I've not really spent any significant time with, my name is Jason Norbury. I'm going to still claim—I'm the new Executive Director for Downtown Shareholders and I serve as the Administrator for the SSMID. I want to thank you guys for letting us come today. I know we're kind of a small fish in what apparently is a much larger pond just listening to District Attorney Dupree's presentation ahead of us and I would like to take a moment to thank the staff who have been very helpful with taking the numbers that we provided and attempting to translate them into something usable to present to you and something that we can all understand.

On Monday you had voted to set a maximum mill levy that kind of allows for this conversation we're having today, and I want to say thank you for that. I want to kind of get into

why I think that's important that you did that. Our contract with the Unified Government requires that we submit a budget to the Unified Government by May 15th every year. Unfortunately, that budget is based on, of course, property valuations which aren't finalized until June 1st. I will also as a side note, note that we will be working with Patrick in the Legal office to make an amendment to that contract to help fix that, so we don't have to have this conversation every year.

When we submitted our budget in May we did that based on some estimates that we had made on what the assessments would be. We got some preliminary numbers from the Assessor's office, guessed that the number would come down a little bit with appeals and then based our number and that was the proposed mill levy number that we gave in that budget of 11.0257 mills. However, built-in to that assumption was our recommendation that the Commission approve \$125K as their voluntary share to the SSMID up from \$100K from prior years; however, the assessments came in and not only were they a little bit higher than our relatively conservative estimates, we had the additional step of having to subtract 901 N. 5th St. or the University of Kansas Health System Strawberry Hill Campus building will be coming off the tax rolls in 2019 and so we will obviously have a reduction with that. The Health System has been very supportive publicly so far of making a contribution to the SSMID. We've discussed with them essentially how to offset the change in the position of their building. I haven't heard a final number yet, but that is also in process.

On page 42 of the budget has the document that I could find the Notice of Budget Hearing with the summary on there and the staff took the number we provided for the mill levy estimate, applied that to the valuations and then I think subtracted out some numbers. My math says, and I want to be with this, assuming that the other contributions hold steady from our proposed budget in more detail that would—having a mill levy of 11.0257 would require making the numbers work on the expense side a contribution from the Unified Government of just over \$111K. This is the differential that pops in because of the change in assessments from what we had assumed to what had come in. This is not something I think that the budget has meant to say but I wanted to point it out that just taking the numbers on this page and pushing them forward would leave about a \$12K gap between what the staff has recommended and where we are in terms of the income on that. However, fortunately Mary Collins who couldn't be here this evening, she is driving back from St. Louis; did a lot of math for me and created an Excel spreadsheet that I could operate which is impressive.

If the Commission were to adopt our recommendation of \$125K voluntary contribution, I believe it would allow the Commission to lower the mill rate for the SSMID from the recommended of 11.02 or last year's 12.6 down to a mill levy of approximately 10.35 mills. I will leave the final calculations to our finance staff because they are way better at it than I, but that was our calculation. If the Commission were to choose to go with the staff's recommendation of 100 that would mean the mill levy would need to be about 11.65 mills to make that work and so that \$25K works out to about 1.3 mills as it comes in.

We think that the Municipal Improvement District has done a very good job over its existence. The Commission in its wisdom voted to continue it two years ago and we are proud of the work we've been doing and the budget we put forth allows us to continue that but has already created some room over time with the appreciation of the property values to begin work on improving some of our public spaces and making downtown a little bit more inviting.

The first one of these we're calling a pocket park. We have been exploring, making some improvements to the little cutout area on the southwest corner of 7th & Minnesota and we're kind of working through the process with our pictures and talking to Security Bank although it is UG property and we will be working with city staff to make that a reality. That's going to be a multiyear project to finish. As it turns out it's expensive to do construction, but we think this support from the UG will allow us to push that forward while also giving what is essentially a 2+ mill break to the property owners from their 2018 mill levy to 2019. Any questions you have, I am happy to answer as we go forward.

Mayor Alvey said if I understand as it was explained to me earlier with Tim and others, the \$125K was in a way the agreement that the Unified Government had with the Downtown Shareholders and we've never really fulfilled that at the \$125K level. Is that correct? **Mr. Norbury** said actually, Mayor, that number was originally I think assumed to be \$150K and given the financial climate in 2007, 2008, and 2009 that number initially dropped to zero and then the Commission has over time put it up to \$100K and it has been there for several years. **Mayor Alvey** said so now you're asking to move—**Mr. Norbury** said yes, and I know, Mayor, you've spoken quite at length about the desire to utilize the increase in property values to give some relief to our owners. I know the Commission has put forth as a goal a 2-mill decrease on the City mill levy and we're asking for something similar here.

Commissioner Bynum said it's true that back in '07, '08 when the Municipal Improvement District was forming, it's my understanding that early commitments prior to the recession were for higher dollar amounts as the UG's share. **Mr. Norbury** said right. I think the UG's share was initially 150 but I wasn't here although I was a bankruptcy attorney during the recession, so I know how much pain that put-upon property owners and governments all over, but yes, the initial amount was higher, and we've been working our way there I think as the County and the Unified Governments finances have stabilized and improved. **Commissioner Bynum** said if Kathleen can crunch her numbers and agree with what you've landed on with your spreadsheet, I would be inclined to be supportive of what you're asking for.

Mayor Alvey said okay, thank you very much.

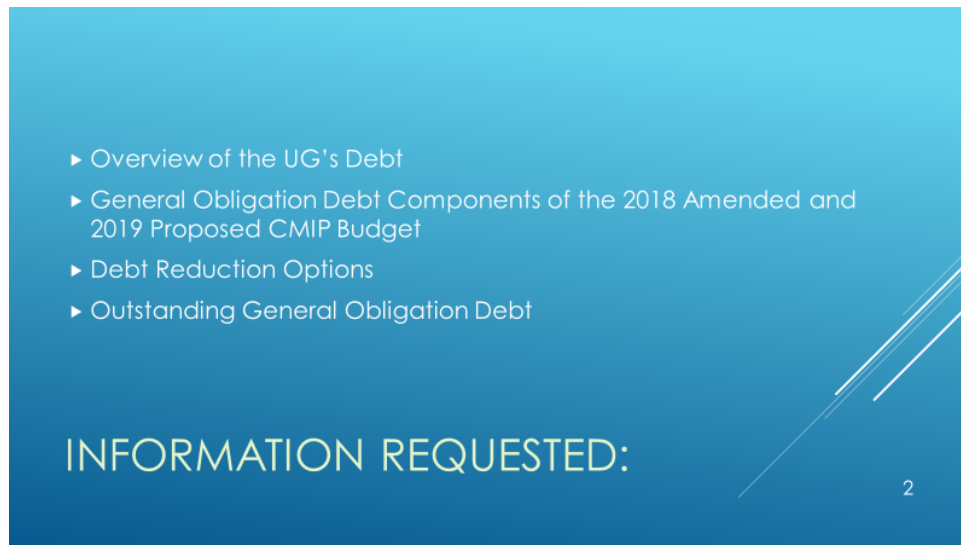


Mr. Bach said the next section we have is regarding debt. We have a different handout for you. We didn't have all the information when we printed all this in a slide. We needed to add to it so you have a different copy coming around to you or you have a different attachment if you're doing it on the electronic side. One thing I do want to note, we're going to go through and this is really intended to answer a lot of the questions and get into the discussion you all have raised regarding debt or different ways we can fund or pull—maybe try to defer some future debt or get away from it.

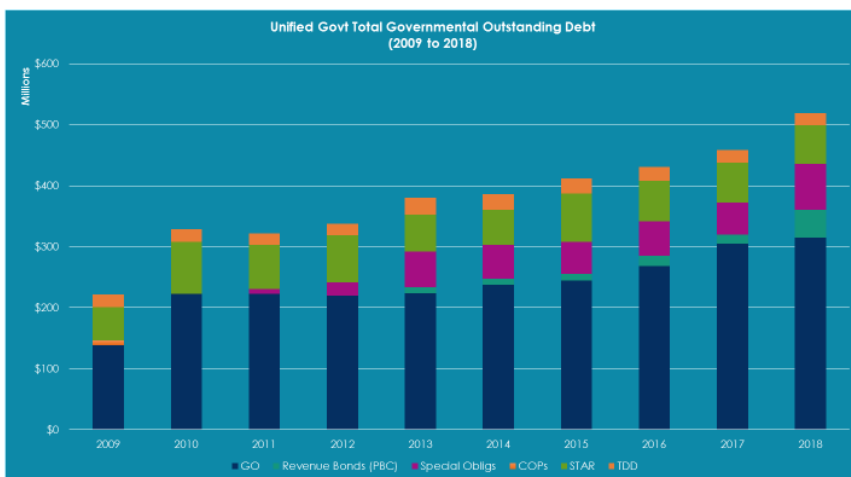
One of the things I talked about with debt was the Public Building Commission. We are not having that discussion tonight in regard to the County revenue flow as it goes to the PBC for

the Juvenile Center. We will have that discussion in coordination with Monday night's presentation and that flow of it. In case you were looking for that as we go through that, that's not part of tonight's discussion, that will be part of our CMIP discussion and we will take it from there.

With that, I'm going to recognize our Finance staff, Kathleen VonAchen, our CFO, to start the presentation.



Kathleen VonAchen, Chief Financial Officer, said this evening we're going to answer a couple of information requests that we received from all of you. First off, we're going to do a little overview of all the UG's debt. Then, talk more specifically about the General Obligation Debt Components of the 2018 Amended and the 2019 Proposed Budget. Then, we're going to go over the debt reduction options available to us and then talk about our outstanding General Obligation debt.



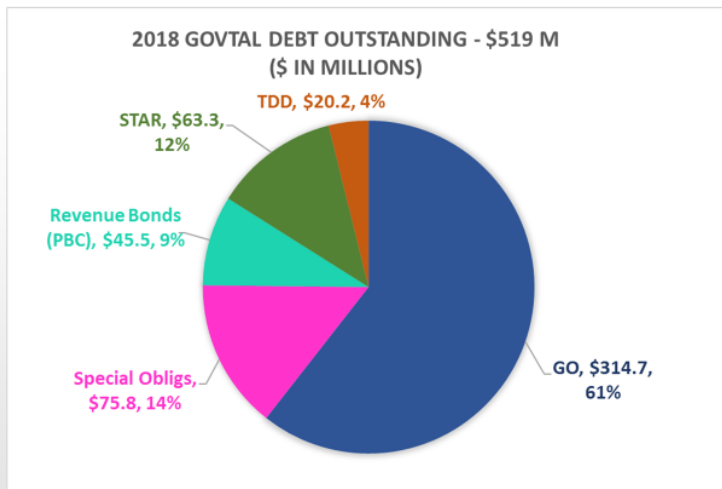
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As you know, we have quite an extensive and diverse by debt portfolio which is made up of both governmental debt that's supported by sales taxes and property taxes and those sorts of tax revenues. There's also another component that's supported by sewer charges for services and storm charges, but tonight we're only going to talk about the governmental side.

Our total governmental debt is shown here. It is broken up in different categories and I'm just trying to give you a bigger picture because often times when you talk about debt, you're all thinking about all this navy-blue section and that's the General Obligation Bonded Debt, the City and the County General Obligation Bond Debt. That's basically we put a full faith and credit pledge on all revenues coming into the City, but in reality, how we do it administratively is we have a separate Bond & Interest Fund and that's where we record the revenues from the specific dedicated property tax mills, 16+ mills on the City Project side and 2+ mills on the County side. The other categories here are those colored ones. We have the Revenue Bonds for the PBC which is this kind of navy-blue color through here, well actually, I meant to say green, the greenish-blue column right here. They are called revenue bonds because the pledge is that we're dedicating resources from the County General Fund to make the lease payments so they're kind of lease revenue bonds. We will talk more about that later.

This pink part is the Special Obligation Bonds. Those are Economic Development related bond issues that are supported by the sales tax revenue of the specific district. This green part above here are all the STAR Bonds you've often heard about also supported by the sales tax revenue of the specific district. This TDD which is Transportation District Bonds, those are also

sales tax revenue supported by the revenues generated in the specific district. This just gives you the context of the governmental debt that we manage.



In 2018 the current budget, this is our current outstanding debt through the end of fiscal 2018 and this is the pie chart. Basically, it is the information found in this last column only represented in the pie chart. You can see that 61% of the governmental debt is General Obligation Bonds and then 9% is our Revenue Bonds from the Public Building Commission which is dependent on payments from the County General Fund. The rest of the percentages are for the revenue bonds or the various Special Obligations and Economic Development Bonds that are supported by sales tax in the specific Economic Development districts.

Again, what we're going to focus on is this navy-blue area and a little bit of this light-blue area.

► **City & Benefit District Projects - \$210K & (\$400K)**

- PW Asset Mgmt Sys Integration – (\$100K)
- Minnesota Ave. from 6th to 7th - \$130K
- City Hall Structure Study/Stabilization - \$180K
- Westheight Benefit District – (\$400K)

► **PBC Projects - \$3.425 M**

- Courthouse HVAC - \$3.5 M
- Health Dept Bldg Upgrades – (\$75K)

**CITY & PBC
DEBT REVISIONS
IN 2018
AMENDED
BUDGET
BUDGET DOCUMENT
(PAGES 429-433)**

2018 BUDGET DEBT FUNDED CAPITAL (IN MILLIONS)			
	ORIGINAL	AMENDED	VARIANCE
CITY PROJECTS	\$15.845	\$16.055	\$0.210
BENEFIT DISTRICT	\$0.400	\$0.000	(\$0.400)
PBC	\$26.360	\$29.785	\$3.425

5

The question that was asked of us was how has the debt requested in the budget document, for example, how did it change from the Original 2018 to the Amended and then also what are we proposing for 2019. You can find that on page 429-433 of the budget document, but we're going to summarize it here for you.

First off, we're only looking at the City and PBC Debt Revisions. First off, City and Benefit District Projects. The City projects funded by debt only changed by \$210K in this Amended 2018 Budget and then for the Benefit District it was reduced by \$400K. We're going to talk a little bit more about the benefit districts at the next presentation following this debt presentation. Some of the shuffling of the projects included the Public Works Asset Management System Integration of \$100K was taken off. That's mainly because—I was going to have Debbie do this slide and now I remember why.

Debbie Jonscher, Deputy Chief Financial Officer, said I don't know the specific reason why they took it off, but I don't think they were ready to move forward with this project, so they reduced it. We added the Minnesota Avenue 6th to 7th Street as well as a study for the City Hall Structure/Stabilization. Both of those were added in 2018 and then the Westheight Benefit District was budgeted originally at \$400K and that was taken out for the Amended Budget. We will have more discussion on that piece later.

On the PBC Projects we wanted to show we had change of about \$3.4M for those projects and the Courthouse HVAC system we funded that with a PBC bond. Originally in the budget it was split over multiple years, I think two to three years. We determined as we were getting ready to bond it that it's not cost-effective to bond just a portion of the project each year. It's better to bond the entire project. If we were doing a temp note, we could do a temp note each year but since we're going to a full bond it's more cost-effective to do the entire project. What we did in the Amended Budget since we bonded the whole project this year, we simply moved all of the budget to 2018 Amended. The Health Department Building Upgrades, they were not ready to move forward with that project so the \$75K that was in 2018 was moved to 2019 with the remainder of the project.

**CITY & PBC
DEBT IN 2019
PROPOSED
BUDGET
BUDGET DOCUMENT
(PAGES 429-433)**

- ▶ **City Projects Highlights - \$13.5 M**
 - ▶ Street resurfacing - \$3.01 M
 - ▶ Leavenworth Road (63rd to 78th) - \$4.25 M
 - ▶ Fiber Connectivity - \$700K
 - ▶ Priority Traffic Signal Replacement - \$800K
 - ▶ Maintenance Facility Kansas Ave - \$1.1 M
- ▶ **PBC Projects Highlights - \$7.075 M**
 - ▶ Courthouse Roof Replacement - \$1.3 M
 - ▶ Juvenile Facility - \$2.7 M
 - ▶ Health Dept Bldg Upgrades – \$3.075 M

	2019 PROPOSED
CITY PROJECTS	\$13.535
BENEFIT DISTRICT	\$0.000
PBC	\$7.075

6

This slide shows the highlights for the 2019 Proposed Budget. The City projects total \$13.5M and we've listed out several of the larger projects that are included there with the largest one being Leavenworth Road at \$4.25M.

On the PBC Projects we have \$7.075M included and there are three projects that are the three largest projects included there. The Courthouse Roof Replacement, we funded a portion of that in the PBC issue in 2018 but I think there was an additional amount that was needed. The

Juvenile Facility an additional \$2.7M and the Health Department Upgrades at \$3M plus the 75 from 2018.

DEBT REDUCTION OPTIONS

- * Current outstanding debt not refundable until call date
 - Debt issues have a 10-yr call provision
- 1. Review Future Refunding Opportunities
 - Current refunding in 2021
 - Targeted minimum savings on interest cost > 3%
- 2. Use fund balance to pay off temp note projects
 - Risk of potential downgrade by rating agency (50 bps increase on interest rate)
 - Interest costs could be substantial over 20-year life
 - Diminish reserves for future emergencies
 - One-time unexpected costs could further reduce FB
 - Operational disruption
- 3. Funding more capital projects with cash to reduce future debt



Next, we wanted to talk about—there have been some questions about how do we go about reducing the outstanding debt that we have so we want to talk about some of the options. The current outstanding debt is not refundable until the call date. All of our provisions have a 10-year call provision written into them, so you can't pay off or call upon prior to that date. We do review future refunding opportunities. In fact, on the next couple slides we will talk a little bit more about that.

Mayor Alvey said on that first asterisk, it's the structure of the bond, the agreement of the bond is not refundable. It has nothing to do with the change in the tax law that eliminated—okay. **Ms. Jonscher** said no, the ability to do advance refunding wasn't an effect of the tax law. On tax-exempt issues we cannot do advance refunding any longer. We can still do current refunding's and we will talk about those issues that are available for that.

Ms. Jonscher said our next refunding opportunity is in 2021 so we will be reviewing those opportunities with our financial advisors. Per our policy that we have a targeted minimum savings on interest costs of at least 3% in order to move forward with the refunding. We could use fund balance to payoff temp notes. We currently have about \$62M outstanding in temp notes, about \$32M of that is General Obligation projects. The others are Sewer or Stormwater projects. We

do have the ability to take fund balance and payoff those projects rather than moving them into permanent financing. One of the risks of doing that is the potential downgrade by the rating agency which we estimate it could be at least 50 basis points increase on the interest rate which that could be substantial over 20-year life if we were to get downgraded. It diminishes Reserves for future emergencies, one-time unexpected costs could also reduce further fund balance thereby reducing our Reserves.

Commissioner Johnson said you said if we pay the temp notes off early, it could result in a potential downgrade. **Ms. Jonscher** said if we use fund balance to pay off those temp notes. The temp notes are all issued for a year so at the end of that year we either renew the temp note for another year or if the project is finished, then we would move it to a permanent financing under a General Obligation Bond.

Ms. Jonscher said the last one is funding more Capital projects with cash to reduce future debt.

REFUNDING OPPORTUNITIES – TAXABLE ISSUES

Eligible for advanced refunding

Issue	Original Issue Amount	Refunding Option Date/Maturities	Amount Outstanding at time of Refunding
2009-B	\$1,180,000	8/1/19 (2020-2029)	\$745,000
2010-B	\$10,780,000	8/1/20 (2021-2026)	\$5,750,000
2010-C	\$7,770,000	8/1/20 (2021-2030)	\$4,685,000
2010-D	\$19,415,000	8/1/20 (2021-2030)	\$12,335,000
2010-F	\$10,785,000	8/1/20 (2021-2030)	\$6,900,000
2010-G	\$2,530,000	8/1/20 for full amount	\$2,530,000
2011-C	\$2,570,000	8/1/21 (2022-2026)	\$1,130,000
2013-B	\$5,225,000	8/1/23 (2024-2031)	\$1,800,000
2013-D	\$4,285,000	8/1/23 (2024-2028)	\$1,820,000
2014-B	\$1,465,000	Not subject to optional redemption prior to maturity	\$0
2015-B	\$3,800,000	Not subject to optional redemption prior to maturity	\$0
2016-C	\$2,870,000	8/1/25 (2026-2028)	\$765,000
2017-B	\$4,810,000	8/1/26 (2027-2037)	\$3,015,000

Here are some of the refunding opportunities we have. This is a listing of all the taxable issues that we currently have outstanding and these are eligible for advance refunding's. We have a list of all of them, what the original amounts were and at the call dates what the balance outstanding would be at the time of the refunding. For instance, the 2009, it was issued for \$1.18M. The first

ability to refund it would be in 8/19 and the amount that would be outstanding at that point would be \$754K. **Ms. VonAchen** said the next three slides including this one, the amounts include Sewer and Storm Debt, just so you know.

REFUNDING OPPORTUNITIES – TAX-EXEMPT ISSUES			
NOT eligible for advanced refunding			
Issue	Original Issue Amount	Refunding Option Date/Maturities	Amount Outstanding at time of Refunding
2011-A	\$18,500,000	8/1/21 (2022-2031)	\$11,430,000
2011-D	\$12,770,000	Not subject to optional redemption prior to maturity	\$0
2012-A	\$15,200,000	8/1/22 (2023-2032)	\$8,920,000
2013-A	\$15,225,000	8/1/23 (2024-2033)	\$7,650,000
2013-C	\$9,950,000	Not subject to optional redemption prior to maturity	\$0
2014-A	\$16,480,000	8/1/23 (2024-2034)	\$10,275,000
2014-C (County)	\$10,015,000	8/1/23 (2024-2029)	\$4,475,000
2015-A	\$29,655,000	8/1/24 (2025-2035)	\$17,610,000
2015-C (County)	\$5,070,000	8/1/24 (2025-2029)	\$1,900,000
2015-D	\$20,615,000	Not subject to optional redemption prior to maturity	\$0
2016-A	\$26,825,000	8/1/25 (2026-2036)	\$16,955,000
2016-B	\$19,675,000	8/1/25 (2026-2028)	\$4,990,000
2017-A	\$21,995,000	8/1/26 (2027-2037)	\$14,300,000
2017-C	\$12,990,000	8/1/26 (2027-2029)	\$4,630,000
2017-D	\$37,130,000	8/1/28 (2029-2030)	\$12,205,000
2018-A	\$34,025,000	8/1/28 (2029-2038)	\$20,450,000
2018-B (County)	\$1,450,000	Not subject to optional redemption prior to maturity	\$0

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Ms. Jonscher said this slide shows all of our tax-exempt issues. These issues are not eligible for the advance refunding but would be eligible for a current refunding. As you can see, the 2011-A is our next issue that would be eligible for current refunding in August of 2021. The amount that will be outstanding at that time is \$11.4M

Mayor Alvey said I would just add to that there are efforts underway to amend that portion of the tax law to bring back the advanced refunding opportunity for tax-free Municipal Bonds.

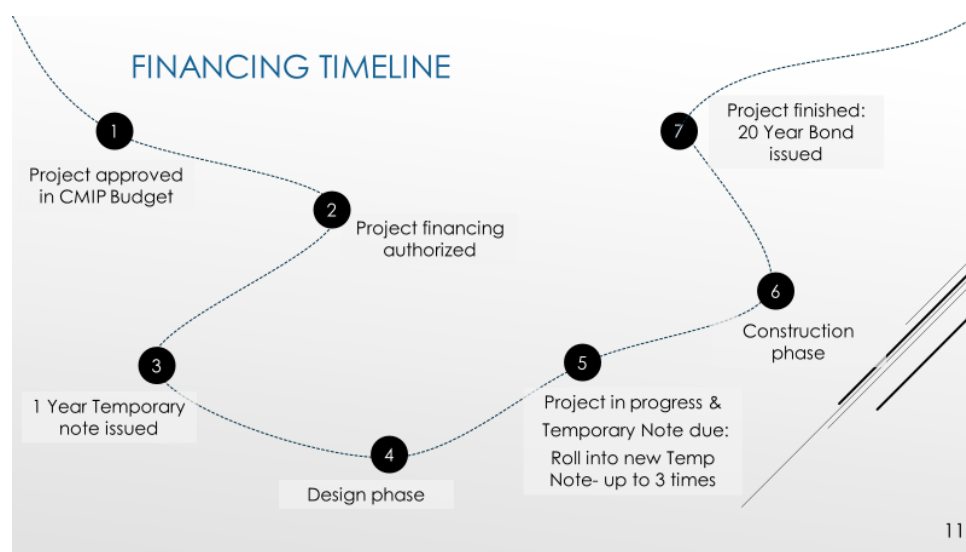
Ms. VonAchen said I would also like to point out that, again as she mentioned, we wouldn't want to refinance a bond issue unless there was interest savings to be incurred. We could partially pay down. You know we could pay some of that down and then refinance the rest.

REFUNDING OPPORTUNITIES – PBC ISSUES

Issue	Original Issue Amount	Refunding Option Date/Maturities	Amount Outstanding at time of Refunding
PBC 2013-A Emergency Communications	\$9,915,000	8/1/23 (2024-2028)	\$3,790,000
Taxable PBC 2015-A Amphitheater	\$780,000	8/1/20 (2021-2025)	\$415,000
PBC 2016-A BPU Office Building	\$6,775,000	Not subject to optional redemption	\$0
Taxable PBC 2016-B UG Medical Clinic	\$1,830,000	Not subject to optional redemption	\$0
PBC 2018-A Juvenile Justice Facility	\$24,430,000	8/1/27 (2028-2038)	\$17,015,000
PBC 2018-B Courthouse and Adult Jail Improvements	\$8,710,000	8/1/27 (2028-2038)	\$5,915,000

10

Ms. Jonscher said this slide shows the refunding opportunities for our Public Building Commission issues. These are all the issues that are outstanding currently. The oldest one we have is the PBC, the 2013-A on the Emergency Communication System. The first opportunity there would be August of 2023.



11

This shows our financing timeline. When a project is first put into the CMIP and it gets reviewed and approved—when we talk about the \$15M limit that we have on City Debt Projects, this is the timeframe that we’re looking at. When we put in projects we want to keep the City total for new

July 19, 2018

projects under \$15M so when they come into the budget—for 2019 the City debt total right now is \$13.5M in new projects. Then a project goes—we do the financing authorization. Currently in the past we've done that in November. We bring all the projects to you and get them authorized for the total and then we issue the one-year temporary note. Then, the design phase of the project begins. If we get to a point where it's been a year, as I said, we would either reissue the temp note for another year or if the project was completed then we would roll it into a permanent financing. You would then have the construction phase and finally when the project is finished you would have a 20-year bond issue.

I did want to note that when we do the permanent financing it doesn't necessarily mean we're going to have a \$15M bond issue at that point. As we have every year some projects only are a temp note for a year, some of them may be a project temp note for three for four years. The longest you can have a temp note outstanding is four years. At that point if you have a project that has been out in a temp note for multiple years, it could be financed with other projects so the total that's actually financed into a permanent financing could actually be more or less than 15 years depending on which projects are ready to be bonded at that point.

Projects	Amount
11th Street Bridge over Jersey Creek	\$ 520,000
ADA Modifications- UG Facilities 2018	100,000
ADA Pedestrian Ramp Improvements, 2018	800,000
Arterial/Collector Resurfacing, 2018	800,000
Elevator Upgrades City 2017	100,000
Elevator Upgrades City 2018	150,000
Facilities Parking Maint & Repair-City 2017	350,000
Facilities Parking Maint & Repair-City 2018	550,000
Fiber Connectivity Projects	1,000,000
Fire Station	4,000,000
Holiday Drive Bridge Replacements	400,000
Hutton Road - Cleveland to Leavenworth	2,000,000
Industrial District Rehab, 2016	250,000
Industrial District Rehab, 2017	500,000
Leavenworth Road Improvements, 78th to 63rd	750,000
Memorial Hall HVAC	2,750,000
Metropolitan Bikeway Improvements	100,000
Neighborhood Street Resurfacing, 2018	1,800,000
New Boilers Municipal Office Building/City Hall	750,000
North 34th Street Box Culvert	380,000
Parallel Resurfacing, 82nd to 89th	500,000
Pedestrian Access to Transit	100,000
Police Tow Lot	5,000,000
Priority Traffic Signal Replacements 2018	800,000
Riverview Ave Bridge Replacement	5,000,000
Route 107 Bus Stop and Station Upgrades	760,000
Safe Routes to School, Group D	300,000
Safe Routes to School, Group E	530,000
Safe Routes to School, Group F- White/West and Willard	100,000
Urban Renewal Project - Demolition	1,000,000
Wyandotte County Lake Park Roads Repairs	200,000
Wyandotte County Lake Waterline Study & Repair	475,000
Grand Total	\$ 32,815,000

TEMPORARY NOTE PROJECT LIST

***2018 temp note issue \$65,020,000
includes \$31,660,000 Sewer/
Stormwater projects and \$545,000
cost of issuance fees**

This is a list of our 2018 Temp Note Series. All the projects that we've listed here are financed by the 16+ mills that are included in the Debt Service Fund. These are all General Obligation projects.

They do not include the Sewer & Storm Water projects. Up there I have a note, the total temp note issue for 2018 was \$65M, \$31.6 of that was Sewer & Stormwater projects as well as additional cost of the issuance fees and I'm going to turn it back over to Kathleen.

Ms. VonAchen asked are there any questions on that part of the presentation.

Commissioner Walters said I remember we talked about this a couple months ago and I do remember the \$15M goal of new debt issued and I also remember someone saying that we retire on average \$22M per year which led me to believe that our debt amount should be going down, but it's continually going up. What am I missing there? **Ms. VonAchen** said the \$22M figure, that may have been—was an average of—it was basically taking the \$65M number and dividing it roughly by three years or three. The \$65M includes \$31M in Sewer so if you're going to talk about \$15M a year in City projects and compare it with one-third of the temp notes, then it needs to be apples to apples, so the temp note amount outstanding at the moment is \$32M. If we were to retire this \$32M evenly over the next three years or permanently finance it, it would be about \$10 or \$11M a year. **Commissioner Walters** asked when you use the term retire, do you mean convert from temp note to permanent financing. **Ms. VonAchen** said I do, I'm sorry, I apologize. I meant permanently finance. **Commissioner Walters** said oh, well that could be a misunderstanding because when I think of retiring debt, I think of paying it off. **Ms. VonAchen** said I meant unwind the debt. **Commissioner Walters** said unwind the temp notes. **Ms. VonAchen** said yes and make them permanent. But before we were talking about unwinding the temp notes, making them permanent, we were referring to this total number here. **Mayor Alvey** said that was an important clarification. **Commissioner Walters** said yes. Well, I see that over time we are gradually adding more and more debt each year; good times, bad times, any time, it's all just kind of going up on a level rate.

I think it's incumbent on our Finance Standing Committee to really tackle this issue because I really don't think this is sustainable that we can just continue to go up and up and up. As you can see, just in 10 years the total debt has gone from about \$220M to \$520M roughly I guess, based on this chart you're showing. That's fairly sizeable in 10 years. Revenues are up, we're cutting taxes, but we're increasing our debt, so I think we've got to juggle that a little bit better than we have in the past 10 years.

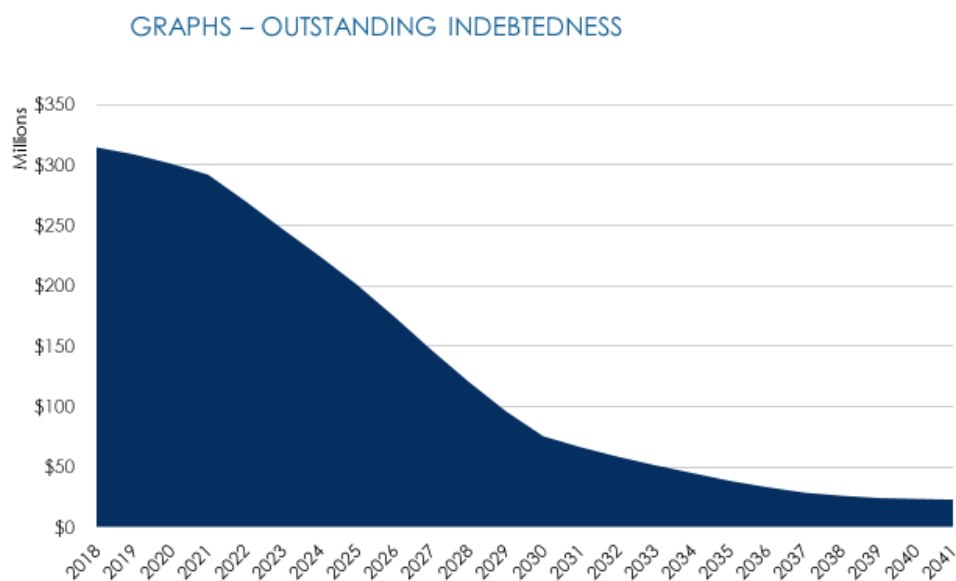
Just a very minor question, one of the things you put on there increasing the jail budget by \$2.3M. I think we had a conversation about this a couple weeks ago where there was a presentation made on the jail and it was—we've got cost overruns of a couple million dollars and the statement was made by Commissioner McKiernan, I believe, that the whole project was based on a specific amount of money that would be saved which would generate funds to pay for the project if it was accomplished within the original budget. I know you made the request that we go back and try to figure out how to get back to budget. Has that decision been made that we're not going to do that and that's why we're being asked to increase the County debt by \$2.3M? **Ms. VonAchen** said the CMIP has the additional \$2.7M for that project as a placeholder but we plan to talk more about that project on Monday as well as how its impact on the County General Fund because a PBC Bond issue is paid for out of County General Fund operating resources. **Commissioner Walters** said correct. **Ms. VonAchen** said that's a discussion point that we plan to have with all of you on Monday.

Commissioner Johnson said I just wanted to touch on that. I think as I have been contemplating this, you know we can't have it all. You can't reduce mill levy and retire debt at the same time in my opinion. I might be looking at a very simplistic manner. I think as we look forward into the future that we might need to look at the debt retirement. I think we've been true to our word to the public in terms of lowering our mill levies, our tax rate, our property values are going up and I think we need a little time to see how the market lag plays out and really look to the future in terms of how do we strategically reduce the debt that we can reduce if it's temp notes, whatever the case may be, because I agree with Commissioner Walters, we just cannot sustain ourselves by continuing to increase our debt load. At the same time, we need to weigh that against fund balance. I mean it's all to me in a—it all works together in my mind from a very top level. Now, how you make that work, that's where I look to Doug, to Kathleen, and to your staff to figure that out but it seems to me there should be a level by which we can maintain an adequate cash reserve balance, pay down debt, knowing that we can't continue to reduce the mill levy. At some point I think we're just going to have to make a decision about which direction we need to go and I think we've done for three years now—it appears that we're doing another mill reduction, but I don't know that we need to continue to go down that road. I think we're setting ourselves up for some tough times if we do that.

Commissioner Murguia said I have been here over a decade now, Commissioner Johnson, and I can maybe shed some light and maybe Commissioner Kane would want to comment in this. This has been an ongoing frustration of Commissions for over a decade and my opinion, and I'm sure our financial team can verify this, is what happens is our Administrator prepares a budget to reduce our debt and to reduce our mill levy and for years at the last minute people line up, they want projects, there's political pressure, and the Commission has authorized those projects. That money has to come from somewhere and so they end up getting debt financed. Everybody politically has their pet projects that they want to see happen. It also creates a very bad reputation for us because I'm out there telling my constituents there is a process to follow if you want curb and sidewalks, for example, you can form a benefit district which we will get to. You can do that. They follow that process and that project continues to get bumped back further and further and further and those are people willing to pay additional taxes through a benefit district to see those improvements while other projects, like major construction infrastructure projects that are happening right now, we're never brought up until two years ago. They're already under massive construction and they are 100% paid for by government tax dollars and there is no investment by those people that reap the direct benefits. I'm very frustrated by that and I know a lot of you are still relatively new but that's been our history as it seems like it's been a lot of political will which has driven our debt up. That's just what I've seen in the past 11 years that I've been here. I will give you a good example of that when we get to the next agenda item.

Commissioner Johnson said I agree, I understand what you're saying. **Commissioner Murguia** said that's what happens. At the last minute we—just last year we added or two years ago we added \$500K for a program that really nobody had been briefed on at the last minute and no one wanted to say no. Good program. There's tons of people out here that do good things. There are people all over our county doing amazing things, but at the last minute they're moving projects through. **Commissioner Johnson** said I get those requests too so I'm probably one of them. I just think overall, we really need to be mindful of our debt load. It's just growing. **Commissioner Murguia** said I'm not typically one to bailout Mr. Bach, but in this case I feel like the County Administrator right now—I tell you we say lower the mill levy, it's a priority, it's on every survey that we get, nobody wants to pay more taxes, get the mill levy down and follow the process and get in line and when you want something, you bring it up for your district and you get in line and the person behind you falls in line behind you, it doesn't work like that. It's not fair,

it's not just, it's not what our government is supposed to be doing and these last minute projects come flying in and for whatever reason, for whatever the relationship is with the political body and the person doing the talking, they've always approved those line items. Then it's left to Administrator Bach to figure out how to pay for them and then we're all mad at him when our debt load is high. It's our own fault. At the end of the day, we're voting for those projects.



Ms. VonAchen said this graph shows you the current Outstanding Indebtedness as of today.

Projects	Amount
11th Street Bridge over Jersey Creek	\$ 520,000
ADA Modifications- UG Facilities 2018	100,000
ADA Pedestrian Ramp Improvements, 2018	800,000
Arterial/Collector Resurfacing, 2018	800,000
Elevator Upgrades City 2017	100,000
Elevator Upgrades City 2018	150,000
Facilities Parking Maint & Repair-City 2017	350,000
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Safe Routes to School, Group F- White/West and Willard	100,000
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Wyandotte County Lake Park Roads Repairs	200,000
Wyandotte County Lake Waterline Study & Repair	475,000
Grand Total	\$ 32,815,000

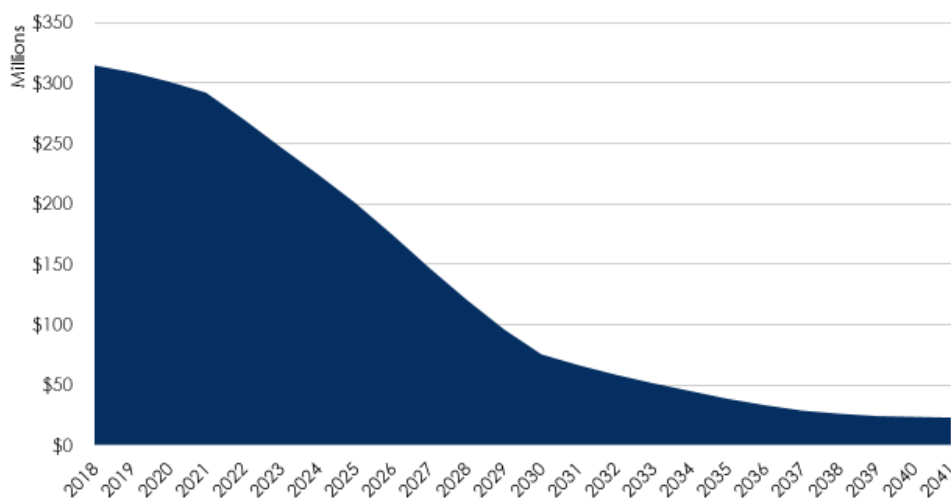
TEMPORARY NOTE PROJECT LIST

***2018 temp note issue \$65,020,000
includes \$31,660,000 Sewer/
Stormwater projects and \$545,000
cost of issuance fees**

12

It does not include what's proposed for debt for 2019, but it does include '19, '20, and '21 basically one-third of this amount. We're assuming that for each of the next five years we will unwind one-third of this amount.

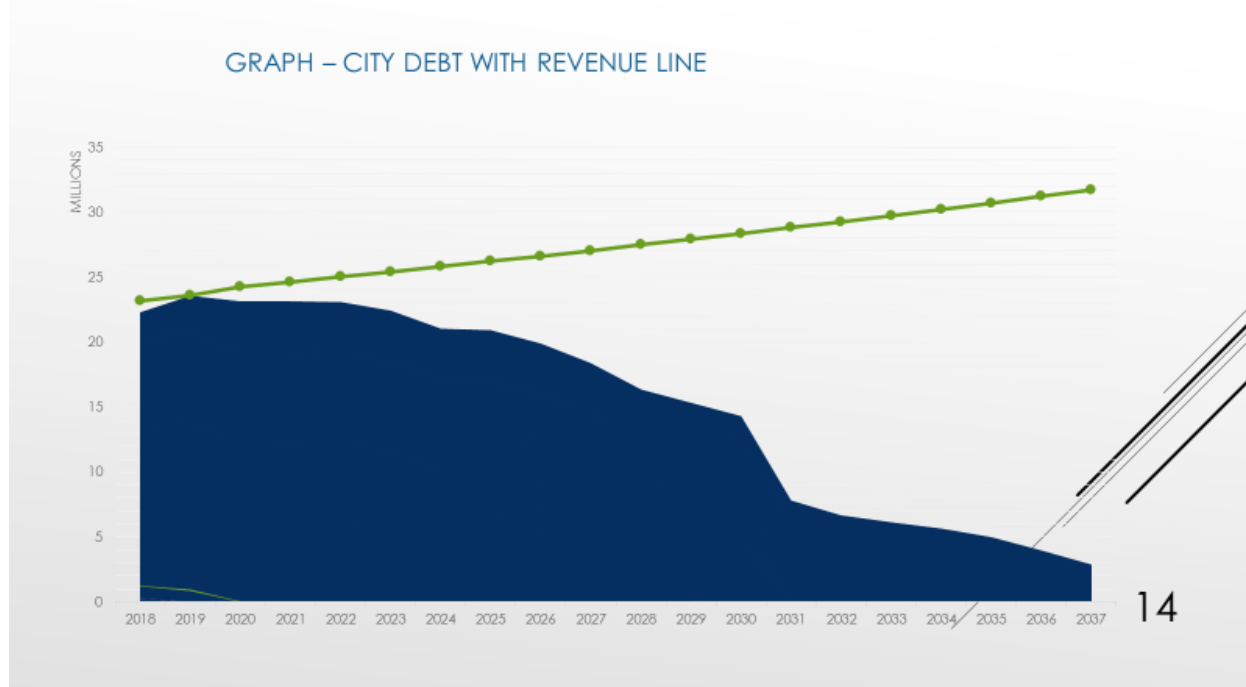
GRAPHS – OUTSTANDING INDEBTEDNESS



So, adding no new debt at all except for what we have outstanding, this is how it looks. If we were

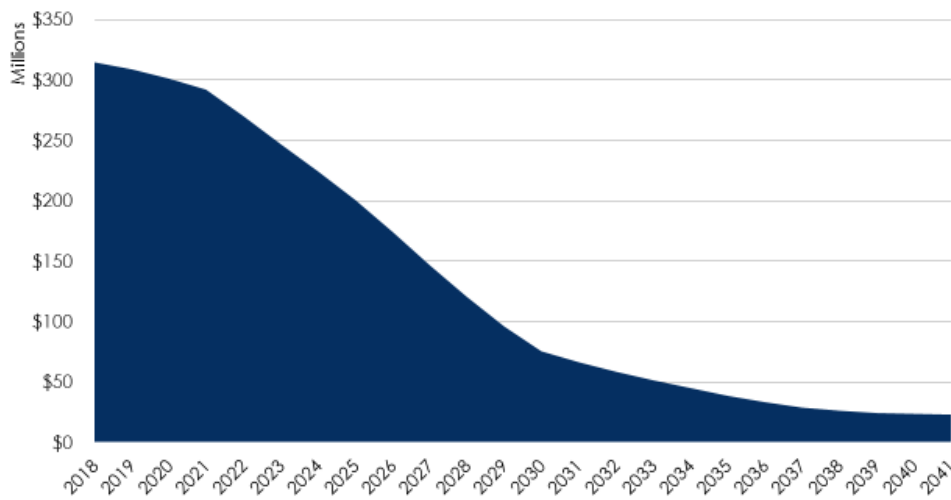
to not issue any more debt, no more \$15M per year, then this is how our debt reduction would naturally happen.

I would love to put the Revenue line on here, but the Revenue line is an annual number where this is the total liability, you understand, total liability of the debt. This is General Bonded Indebtedness, just the governmental side of it, and it totals around \$320M if you add in the 2018 bonds we issued in March.



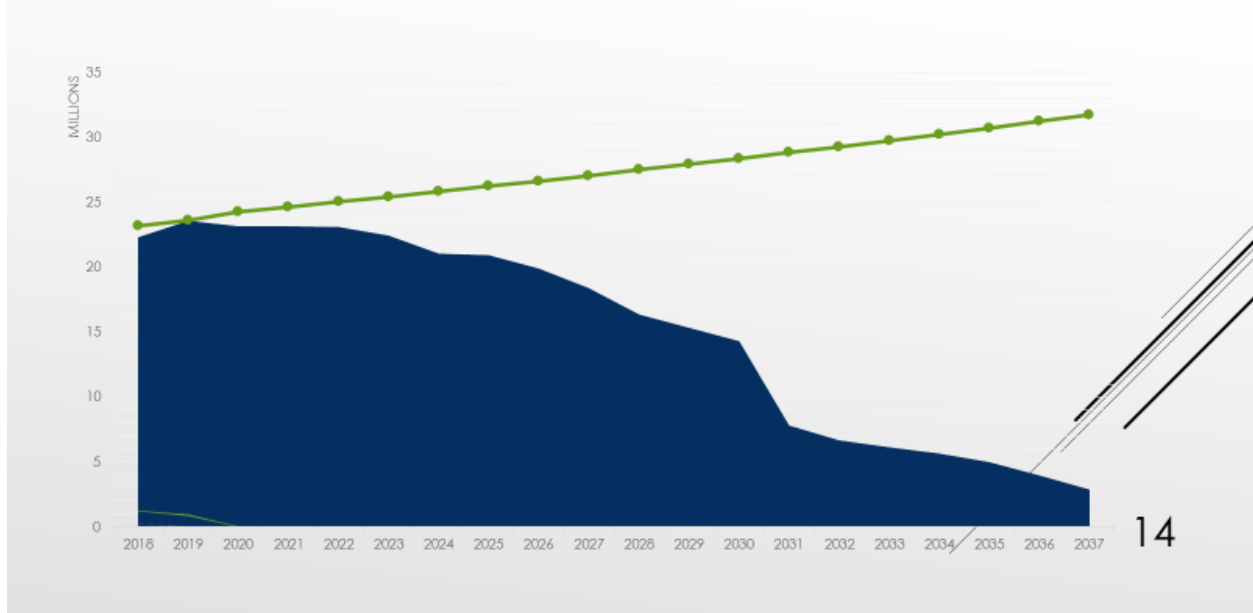
Now we're back to the graph that you've seen before. This is Annual Debt Service. Every year we pay principal and interest. The resources we use to make those principal and interest payments on the GO debt come from those mill rates.

GRAPHS – OUTSTANDING INDEBTEDNESS



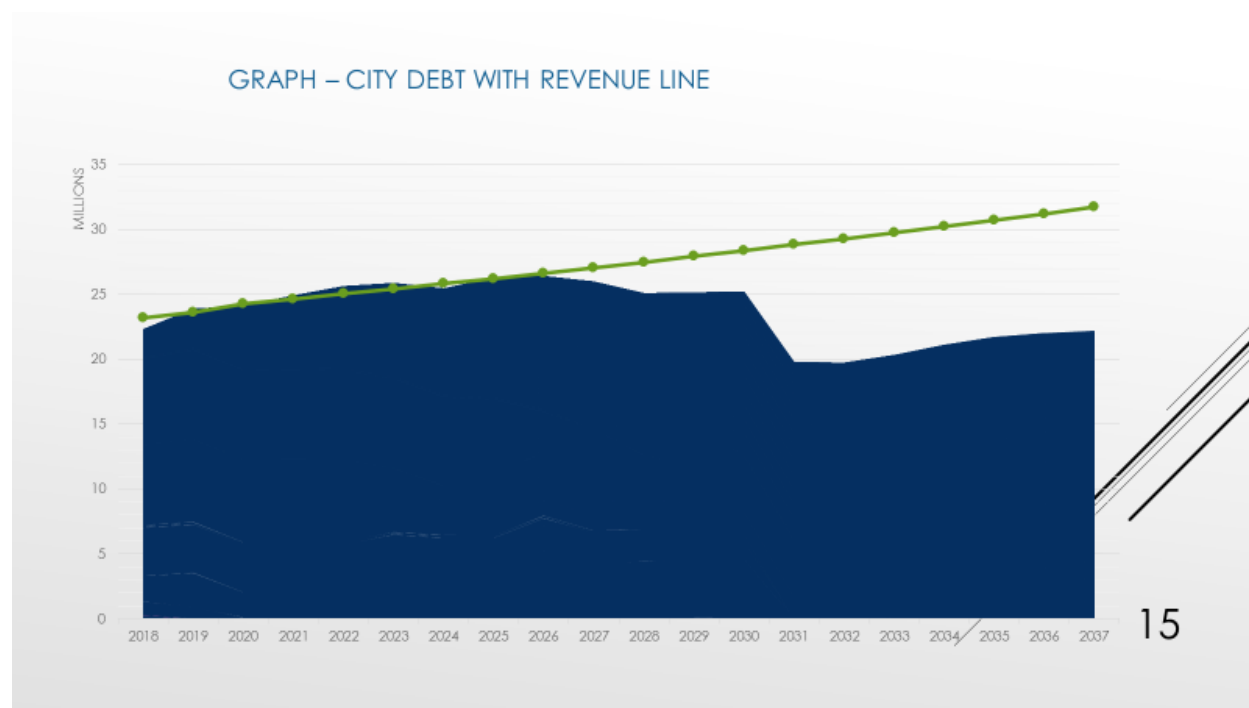
This number here is the outstanding bonded debt for the City and the County combined.

GRAPH – CITY DEBT WITH REVENUE LINE



This here is the City project debt, debt service and this is the mill rate. This is the amount of money we expect to generate from the 16 mill every year. If we didn't add any more debt, we would have this margin. It's up to you. Do you want to add the \$15M per year and increase this Annual Debt

Service and eat into this margin or do you want to use this mill or all these resources to either—to offer more tax relief.

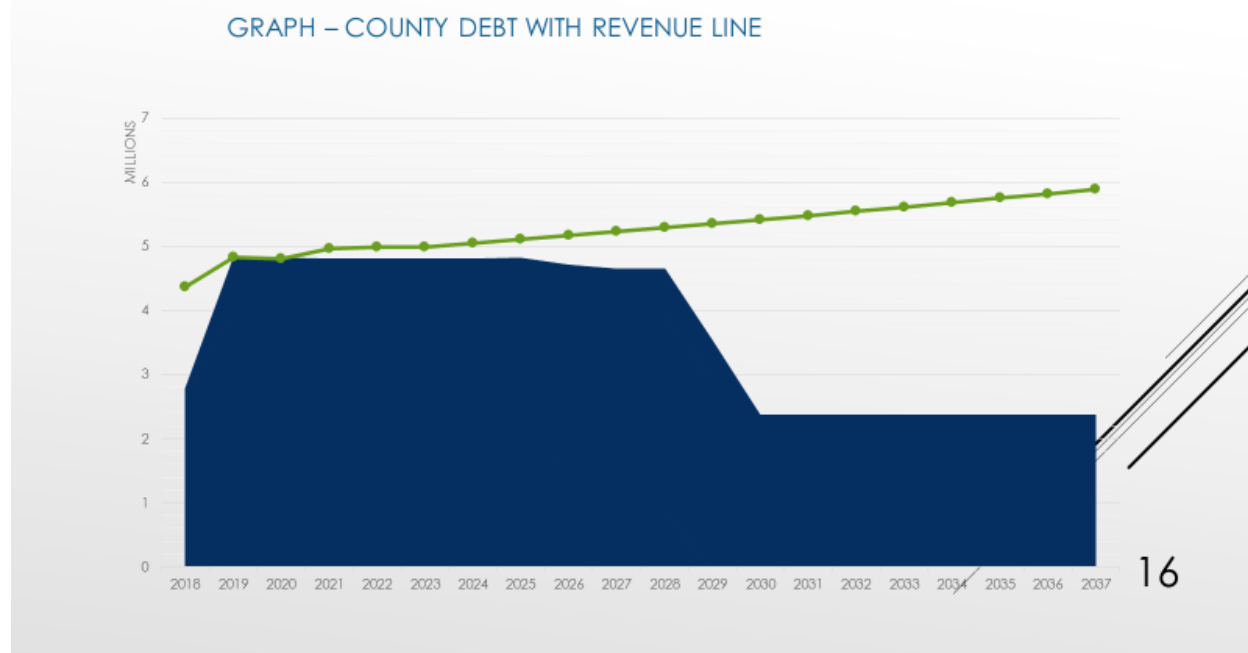


This adds in the 2019 Proposed as well as factors in the Debt Service on the temp notes. You can see that right now our revenue projection has—that we’re eating—there is some fund balance in this fund by the way. We’re a little bit exceeding here but these are revenue estimates, so it very much depends on what happens year over year with the revenue. **Mr. Bach** said, Kathleen, this adds in our ‘19 projection and then it assumes \$15M in new debt projects every year going forward. **Ms. VonAchen** said yes.

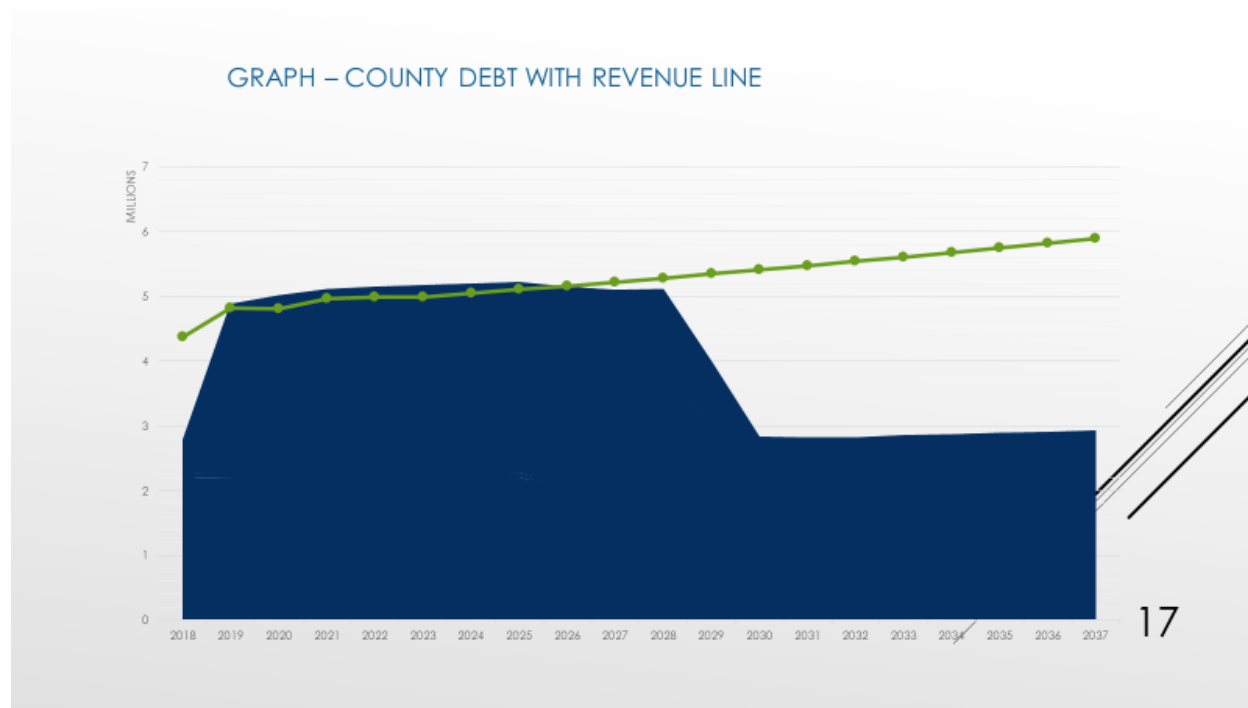
Commissioner Burroughs said if I follow your graph, we’re looking at 2026 before we’re even at almost a breakeven point because you have to look at that little anomaly there at 2024, but after that we’re eating into either Reserves or just getting prepared for a little bit of what I call breathing room in 2026. So, we’re eight years away from being what we consider a balanced revenue and debt reduction system. **Ms. VonAchen** said it’s balanced. What happens is, then you have margin at this point and that’s because we’re paying off debt, you know the debt service is dropping off. See, it’s the prior years the amount that we borrowed was growing. Right now, the \$15M per year is actually a lesser amount annually than what’s been issued in the past.

Mr. Bach said that kind of goes, Commissioner, back to a decision we made a few years ago when similar graphs like this were put forward and you looked ahead and said if you keep issuing that amount, it's going to go way above and that means you will have to dedicate more mills to Debt Service. That's where we came back to the \$15M number that if we got there, at least what you have as dedicated mills should cover the cost of that debt. Our \$15M in projects should cover the cost of the debt going forward and you know it takes a long time to get there but at least you put yourself on a sustainable pace because as she said it's balanced. I mean there is a little bleak there, but we can build some fund balance up and should be able to and that's assuming—what did you do a 2.8% growth rate on revenue? **Ms. VonAchen** said yes. **Mr. Bach** said which is her 10-year number that she looked back over in the past decade and that's our average. If it gets higher than that, we're better. If not, we will work with it.

Commissioner Burroughs said the cost of debt is going to rise because each time you issue new debt you've got a higher interest rate now and our bond rating plays into that savings so I'm just looking out here eight years and a lot can happen in eight days let alone eight years in reference to how to resolve our debt reduction. At the same time, designate those mills to do that. I mean we have a couple of options available, but I'll wait to discuss that at a later time. Thank you for that clarification.



Ms. VonAchen said likewise, we also are showing you the same graph only on the County side. Here's if we didn't issue any more.



This includes the unwinding of the current Temp Noted County projects. I don't think we've added any more County projects. There's not an annual amount that we add to this. This looks like we're a little bit in trouble, but I did want to mention that in 2017 we transferred \$1.7M in Contract Inmate Bed savings to the fund balance of this fund and then we did budget the same amount in '18. The debt service for the Juvenile Center doesn't begin until '19. This fund has roughly almost \$3M in extra reserves to cover some of the debt service shortage that you see here. This is an annual line. It's a revenue line. Do you understand that, that explanation?

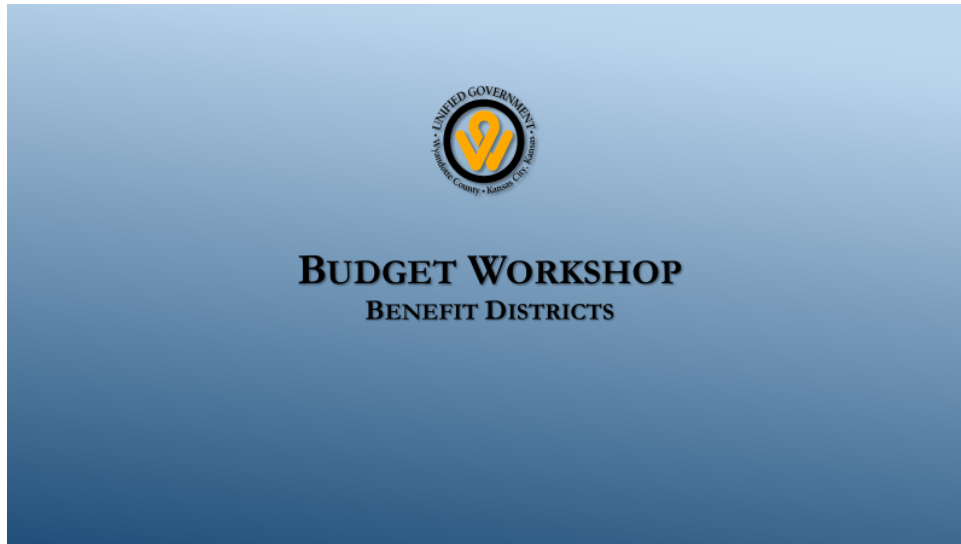
Commissioner Philbrook said why would we even want to look at this one if it's not realistic because we have to retire or not retire, sorry, refinance or unwind. We have to unwind the debt regularly anyway or not? So, the difference between this one—**Ms. VonAchen** said no. What I'm saying—I will repeat. This represents the annual debt service here and this is the annual revenue. What I'm saying is that in '18 or in '17 we also, not reflected in this green line, we also transferred \$1.5M that was from savings from having not—not have those contract beds and then we did the same in '18. **Ms. Jonscher** said I was going to say the line is just the revenue generated

by the mill levy that's dedicated to this fund and so the additional transfers of savings from the County Jail are in addition to this amount. **Ms. VonAchen** said that will more than cover this shortfall that you see here. **Commissioner Philbrook** said so I understand this one. When you go back to page 16 and you look at that it's kind of like why do we even have that graph because it's not really realistic because it's not showing this other debt stuff. **Ms. VonAchen** said we just wanted to show you the current and then the future expected. The County is a little different because we don't issue the same amount every year, you know, \$15M or—it's dependent on what is needed. I see what you're seeing. That's all we have.

Commissioner Burroughs said, Mayor, just for the sake of debt, what I would like to also see is a total and where we sit on savings and how we built our Reserves. Maybe we look at the total amount we have, interest bearing accounts in financial institutions, to get an idea as to what we have in all Reserves and all cash on hand. I would like to compare it to the debt amounts if possible. **Ms. VonAchen** said every quarter we present our Investment Report that provides all that information. **Commissioner Burroughs** said I understand. I would just like to see it presented so that we can see what kind of money we're looking at in reference to the debt. I mean we concentrated on debt reduction, but what we haven't had a chance to review yet, is the amount of monies we have sitting ideally by. What I would like to do is have a comparison of that as we start working through the budget as to where we are today and where we may be in 30 days or the next quarter if possible. **Ms. VonAchen** said we are working on preparing the 2nd Quarter Investment Report that goes to our Investment Advisory Committee and then goes forward to the ED/F so we were planning on presenting that in August. We can put together some information for a future workshop next week if you would like.

Mr. Bach said, Mayor, I would probably opt to as we look at debt and different options for that as she presented some early on in this presentation that when we go through maybe our Strategic Planning in the fall that there is the opportunity to look at some ways. You know, Commissioner Walters has made the comment about where we're conservative in some of our estimates and sometimes we end the year with more money than we plan. I think we could look at maybe different options where we take that money and try to—you know if we exceed where we have for our minimum reserve level, that any money we have left we go after temp notes or stuff like that so we don't add additional debt in any time and just kind of make that an automatic

and that might move us away from well the next year well we had some money left so we go do something new. There could be some different policies we could look at and discuss that might kind of provide that direction and kind of force our hand if we want to consider that. I think it needs to be collectively thought out with other things as we go through that.



Mr. Bach said the next area is regarding benefit districts as requested by Commissioner Murguia and we put together a couple of slides just to kind of set the base for everybody and some of these we're trying to give a little baseline of where we're at. I'm going to have Debbie Jonscher step through these and then we will turn it over to the Commissioner for any questions or anything you want to layout on that. **Commissioner Murguia** asked is the purpose of the presentation to explain what a benefit district is. **Mr. Bach** said yes. We just have two slides.

BENEFIT DISTRICTS – LEGAL REQUIREMENTS

OVERVIEW

MECHANISM TO FUND CAPITAL IMPROVEMENTS THAT PROVIDE BENEFITS TO A SPECIFIC GEOGRAPHICAL AREA. SPECIAL ASSESSMENTS IMPOSED ON PROPERTY WITHIN THE SPECIFIC AREA THAT ARE USED TO PAY THE PROJECT COSTS.

CREATING A BENEFIT DISTRICT (TWO OPTIONS):

1. PETITION (MOST COMMON)

- SIGNED BY OWNERS OF > 50% OF LAND AREA OR >50% OF PROPERTY OWNERS WITH PROPOSED DISTRICT
- CITY ADOPTS RESOLUTION CREATING DISTRICT

2. CITY INITIATED

- NOTICE OF PUBLIC HEARING
- HOLD PUBLIC HEARING AND ADOPT RESOLUTION CREATING DISTRICT
- RESOLUTION PUBLISHED IN NEWSPAPER
- 20-DAY PROTEST PERIOD
 - IF PROTEST PETITION IS SIGNED BY **BOTH** (A) 51% OF PROPERTY OWNERS AND (B) THE OWNERS OF MORE THAN 50% OF THE LAND AREA, CITY CANNOT MOVE FORWARD WITH PLAN

ONCE PROJECTS ARE COMPLETED, ASSESSMENTS ARE LEVIED AGAINST THE PROPERTY IN DISTRICT TO REPAY THE CONSTRUCTION COSTS.

Ms. Jonscher said the first slide, we wanted to do an overview of benefit districts and what's required for getting them setup. As it says, it's a mechanism to fund Capital Improvements that provide benefits to a specific geographical area. Special assessments are imposed on properties within that area that are used to pay for the project costs. For creating a benefit district there are two options. We can do a petition which this is the most common option and the petition has to be signed by the owners of 50% of—greater than 50% of the land area or greater than 50% of the property owners within the proposed district. Once that occurs then the City would adopt a resolution creating the district.

The other option is a City initiated, can be City initiated, and they would have a notice of public hearing, hold the public hearing to adopt a resolution creating the district, resolutions would be published in the newspaper and then there would be a 20-day protest period. I want to note that if there is a protest petition that is signed by both 51% of the property owners within the district and more than 50% of the owners of the land area, then the City would not be able to move forward with the plan.

Once projects are completed the assessments are levied against the properties in the district to repay the construction cost.

BENEFIT DISTRICTS BUDGETED 2007-2018

Project Description	Budgeted	Financed
14th Street (Douglas to Springhorn Road)	Yes	Yes
Westheight	Yes	No
TA Edison/Friendship Heights	Yes	No
42nd Street (Rainbow to Mission)	No	No
Canaan Woods	Yes	Yes
Curb and Sidewalk Benefit District, TBD	Yes	No
Edgewood Benefit District	Yes	Yes
Friendship Heights-County Line & South 9th (TBD)	No	No
Highlands at Piper Benefit District	Yes	Yes
Mission Road 43rd Street to Rosedale Park	Yes	No
N Valley Street (Reynolds Ave to Riverview St) (TBD)	No	No
Piper Landing Sewer Benefit District	Yes	Yes
Rosemont Curb	Yes	Yes
Springvalley	No	No
St Peters (Est \$4.6mil))	No	No
Westvale (TBD)	Yes	No
Woodland Hills Curb	Yes	Yes

This slide we put together a list of prior proposed benefit districts that had been in the budget from 2007 to 2018 and I have listed them out here. I've also noted if there was funding budgeted—we did find a couple of years where benefit districts were listed in the budget, but there was not a funding amount set with them. I think maybe they were just put in there as placeholders for future years, so I've noted if they were budgeted. The second column is showing if we financed any of the projects with debt financing.

Commissioner Murguia said I asked for some information in regard to a benefit district that I requested all the way back in 2010. I requested it early last week and I just got it about two minutes before our meeting. It was hand delivered while I was sitting here so I tried to pull together just the important details out of the information I was provided and for clarity I'm going to have to read it to you. In 2010 I requested from the government based on a request I received from Rosedale residents that the T.A. Edison Elementary School area be made a benefit district. That was back in 2010. I requested to get some information about the process. They informed me just exactly what Debbie explained to you. A group of citizens was formed and over 2011 and 2012 they went door-to-door in this incredibly densely populated large benefit district area and they collected all the necessary petition work that met the guidelines that were set out by the Unified Government. The benefit district I requested be added to the budget in 2013. It was added to the

budget and it was slated to be funded in 2015. In 2014 it was still slated to be funded in 2015. In 2015 it was mysteriously left off the budget completely. T.A. Edison was missing from the benefit districts. Luckily, I caught it and it was placed back in the budget; however, it was placed back in the budget and funding was pushed back to 2016. In 2016 the funding was pushed back to 2017. It shows that work is supposed to be done this year, and we're almost to August, and nothing has been done, not anything. Not a truck out there, nobody doing anything.

As of a month ago I was informed by our Director of Public Works, Jeff Fisher, that all the work that those residents did in going door-to-door in one of the largest benefit districts that we will do in Wyandotte County, that petition is no longer valid.

I haven't been laid out what our options are. I still haven't gotten over the fact that I'm appalled that we hear all this rhetoric up here about process and particularly I do because all of you that have worked with me for very long know that I don't like process, that I like to get things done when they need to be done and I have been able to do that by raising money privately.

People south of the river pay taxes also and considering that this neighborhood sits in an area of our county that sees more pedestrian walking traffic than any other neighborhood in all of Wyandotte County because it lays adjacent to the University of Kansas Medical Center and Hospital. It's our number one employer in Wyandotte County and, I believe, Mr. Bach told me in the State; that in almost a decade we can't figure out how to match money that our taxpayers who are already, in my opinion, overtaxed are willing to pay more taxes to pay a portion of these improvements. All while, and I'm not going to finger projects or call them out directly, we have done two massive curb and sidewalk infrastructure projects in this City that I never even heard about until two years ago, yet if I drive down the road right now, they're under massive construction. If that's not bad enough, we had to spend more money on those projects because people wanted to remove the utility poles that are in every other area of our urban community. We spent double or triple the amount of money on an area that wasn't on a list, that didn't sign up for anything. The community didn't get together and get petitions signed, they didn't do any legwork, nobody did anything other than one person decided they wanted to do this strip of road and in two years it's under construction. It's probably the highest dollar infrastructure curb and sidewalk project I've ever seen in over a decade that I've been a commissioner here in Wyandotte County.

I understand, Commissioner Johnson, what you say about debt and that's why I was so angry when you were talking about what's happening. I know that relatively speaking you're

fairly new. I'm tired of this. There is a thing called fairness and decency. I'm all about raising money. I have raised tons of money. I wrote a check for \$675K to this government of private charitable dollars that I contributed to this government that went to Parks & Recreation to improve our parks so all of you would have more money to spend in your districts on your parks.

I asked for this benefit district almost a decade ago and there is nothing. There is absolutely nothing. So, from a staff perspective this is what happens when you're a politician because sometimes I think that staff doesn't necessarily appreciate what happened. No, you don't get calls. Who gets called when something goes wrong in your district, ask any one of these commissioners, it's us that gets called and I'm tired of getting harangued on Facebook about how there are these big infrastructure projects all over this county, all over the place, and this one area is completely ignored when they have offered to pay their fair share of these improvements.

If that petition has expired, I'm finished with this. I'm telling you I'm not going to drop this. We need to start this project and I have no idea the budget is \$800K. Let me tell you, I have laid a lot of curbs and sidewalks in the decade I've been up here with private dollars, \$800K is probably going to get you about five blocks of curbs and sidewalks. That's all it's going to pay for. This benefit district is huge so there has been no budgeting or no planning for construction and implementation.

To make it even a little more personal, the woman that worked the hardest for me was brand new to Wyandotte County. She moved to Rosedale from Johnson County. She thought it would be a great move, she liked the neighborhood, she liked the urban feel. We recruited someone from a different county. A county that's much more affluent with the lower tax rate. She came here and had a brand new baby and she said all I want to do is take my stroller out and walk on sidewalks with my baby in its stroller. That baby is eight years old. It's not in a stroller anymore. They've moved and completely given up on assistance. She believed in process, she believed in the system and believed that if you followed the rules, this is what was going to happen, and it didn't.

I don't care how this project gets done. I'm not spending one more day out walking door-to-door getting petitions with a group of people and it's my face looking at their face saying yes, I promise you. My Administrator has told me this is how it works. The Commission has agreed this is what our policy is and then somebody gets a wild hair and wants to do a project somewhere else. These get unfunded and we pay 100% somewhere else. You talk about irresponsible

spending, you talk about debt, people complain about that; give me a break. We need to fund this project. It's long overdue and I promise you I will continue to make a giant deal about this project until it gets funded and under construction.

This is just completely—it's over by County Line. Everybody in Wyandotte County, the majority of the people live on this side of the river and, Mayor, as a southsider the south side is forgotten. It is completely forgotten and, Commissioner Burroughs, you should know that as well as a southsider. We also have a downtown. It's called Strong Avenue. Every single major thoroughfare north of the river has had new infrastructure curb and sidewalk improvements, multiple times since I've been here, multiple and yet I just spent all last week with volunteer kids that were paid with charitable dollars to use weed eaters to clean out broken up curb and sidewalks on Strong Avenue.

When we talk about the grocery store in the northeast, great, I'm happy for that. I want to see it happen. Then I had to listen to a speech about how we have to improve all the infrastructure around the grocery store. When we brought the Walmart to Argentine not one person said one thing about putting in new infrastructure on Strong Avenue to carry people to and from the new grocery store, not one. We still don't have handicap accessible sidewalks on Strong Avenue yet we've had more development in the Third District than we've had in any other urban neighborhood district and yet we don't seem to care what's around that, but we pay to build a brand new grocery store in the northeast and now we talk about putting all this new infrastructure around it. I didn't hear any conversation about putting new infrastructure around the new Walmart, even though as our finance team and as Doug can say, that TIF will be paid off six years early. That's faster than Village West.

I'm not dropping this. I'm very angry about this. I'm mad that there were shenanigans that went on that got it pulled off the agenda. When you're on a list, you stay on a list. When it's your turn, it's your turn. I get it. I've been willing to take my turn. That's ridiculous so I want it figured out how we're paying for this benefit district. I want these people notified when it's going to happen and how it's going to happen. I'm tired of hearing about it.

Commissioner Markley said, Debbie, can you go back to that other slide. Can the City just initiate one and notify the owners if they don't want, which clearly they do since they went through the petition process, they can show up and protest it if they don't then we have our benefit district,

right? We can budget for it, we can go through that City initiated process. That's what I propose to do. **Commissioner Murguia** said in 2017 because you have \$400K in the budget for 2017 and it seems to never get spent. **Commissioner Markley** said that's a Doug question. **Commissioner Murguia** said this is 2017 and it's July. Thank you, it's 2018. It was supposed to be spent—I would like to know where the \$400K is that was supposed to be spent in 2017. Where is it?

Ms. VonAchen said it would have been debt financed. **Commissioner Murguia** asked what did we spend it on. **Ms. VonAchen** said we didn't. We didn't debt finance it. **Commissioner Murguia** asked why does it say we spent \$400K in 2017. **Ms. VonAchen** said because it was planned.

Mr. Bach said I can recognize Brent Thompson with Public Works who I think had worked on the benefit district a little bit. **Brent Thompson, Public Works Department**, said to answer some of your questions, we have been doing work on that. We have a Safe Route to School project that runs down 10th Street so at the same time that we were doing that we engaged a consultant to look at this area to see what it would take just for sidewalks, mind you, because I know they want a curb and storm. Since we were doing sidewalks for the Safe Route to School we wanted to see what it was going to be like.

We spent about \$50K with the consultant. It started, I believe, in 2016 and turned in a report in '17 with four options and different—it basically had a large boundary and the cost of the sidewalk and so forth was taken into each residence and so forth. Options running from anywhere from \$200 and sum assessed each year to the taxes to \$600 to the taxes. Looking at that, that increased some of them by 25% so that's not even the road and storm. That's kind of where we were and that's where we are right now. We're looking at options—it's over \$2M to put the sidewalks throughout there.

Commissioner Murguia said somebody should have said that in 2010, almost a decade ago. **Mr. Thompson** said I agree. I understand where you're coming from. **Commissioner Murguia** said you know I'm not taking that. The deal is you weren't here, so this is not directed at you and our Public Works Director we have now wasn't here, but it was clearly a runaround. We did exactly what the Public Works Director told us to do. I'm not taking any excuses. It's been almost a decade, a decade. It took you guys two years to do Leavenworth Road. I mean one day we're talking about it and the next day the trucks are out there. That's great. I waited my turn.

This is almost a decade. I hear you, Mayor. Whether it was a federal grant or not, the grant money is coming from these taxpayers that are willing to pay additional taxes to improve their property. **Mayor Alvey** said no, I understand that. I understand. The difficulty now is if you cannot proceed with the benefit district because you have to have the consent of those that will be taxed and obviously legally no longer obtained and so it puts the entire burden back on the UG if we move forward on it. **Commissioner Markley** was inaudible. **Commissioner Murguia** said I don't care how it's done. It just needs to happen and maybe next time then if the UG has to bear the entire costs, maybe next time they won't do this ridiculous runaround. I get people make mistakes, everybody makes mistakes, and we all have to pay for them, right? Why is that any different? I'm saying it was a mistake, it was irresponsible; whatever. I've heard enough excuses. It's been almost a decade. Completely unacceptable, completely.

Commissioner Johnson said, Commissioner Murguia, I might pile on with you because I saw a Westvale line item that's not on there and I think you said that you were going to talk about that a little bit later. **Someone** was inaudible. **Commissioner Johnson** said before I do that, I want to make it clear because I might get a phone call. The grocery store that I think you're referring to is not in northeast that's getting ready to be built. It's just a block outside of northeast and I don't know if I'm going to get a phone call about that or not, but it's not in northeast so I don't want to bear the blame for that one.

I do want to talk about the benefit district that is in the Fourth District. Actually, I saw two of them, Westheight and Westvale. **Ms. Jonscher** said Westheight and Westvale were both previously budgeted. It looks like Westvale was budgeted in multiple years. I'm not sure the reason why, but it looks like it was probably pushed out. Westheight, I believe, the same thing. Westheight was budgeted originally at \$400K in 2018 and in the Amended it has been taken out. **Commissioner Johnson** said I guess the reason why I'm questioning that is, she has made it very clear that there is a timeline on this whereby if it continues to be pushed out—**Commissioner Murguia** said your petition is dead. **Commissioner Johnson** said I could be hearing the same thing. I don't know how I'm going to react then, but I think it will be somewhat like that.

Ms. Jonscher said I don't know any of the process on where they are with either one of those projects. **Mr. Thompson** said I don't know about the Westvale or Westheight myself. I've just been part of the T.A. Edison and what I knew about that and sit down with the—

Commissioner Johnson said I'm going to get calls about this so I would like to get some updates on those two please.

Mayor Alvey said it would seem to me the process ought to be that if there was a benefit district proposed that we would appropriate the money for that pending approval by the residents on their part of it so that the money is already ready to go if they should so choose to go ahead with it. The way it's going now, we get them to commit, all this work happens and then the money is not there. Again, if it's going to be effective, the money has to be there to back it up.

Commissioner Kane said Ann does a better job of expressing herself than I can ever do because I get excited like she does and when we waste money like we did on Leavenworth Road because not all of it, but at least \$5M is a waste and we don't have the money to tell everybody we're going to beautiful this one mile area when you could have done what you did on Merriam Lane and saved all that money. I feel your frustration because I was blocked on the fire station, just like you were blocked on getting your curbs. When we don't unite to promote all of Wyandotte County, not just the east side, south side or the western side, it's all of them and this goes in—I don't disagree with you as far as staff goes because staff will come up with something such as the grass cutting thing and it's killing me. We don't want excuses. We want action and I'm glad she doesn't get as mad as I do because it's just not right. When we have committed to do something and you do it right as a commissioner and you say here's what the goal is, I've got to do this, you get all the signatures. You come back, and you assume as a commissioner you told staff and it's over and the next thing you know you see a project up there and it's pushed out, it pushed out and it's pushed out; the fire station was pushed out for almost 13 years, so I feel your frustration.

Commissioner Walters said I have a question. What do you mean when you say budgeted on this chart? **Ms. Jonscher** said that it was put in the CMIP with a specific amount to be funded, financed. **Commissioner Walters** said funded and financed by revenue from the special benefit district. **Ms. Jonscher** said right. When we have a benefit district we budget for the full cost of the project and then we pay back the full cost of the project, but what happens is the property owners are—an assessment is levied against their property and they pay that back annually with their taxes. We budget the full cost of the project. We don't just budget our portion. We budget

the full cost. **Commissioner Walters** asked what do you mean by our portion. **Ms. Jonscher** said I believe in a benefit district the property owner pays a portion, I don't know what that split is, I don't know if it's 50/50 or if it's something else. The property owner pays a portion of the debt and then the Unified Government pays the other—**Commissioner Walters** said the benefit districts that I have been involved with, they pay all of it unless the City decides to pay some of it. Do we have a policy that we pay some of it?

Mr. Thompson said like the sanitary, we'll put in the sanitary and then we have that sanitary sewer district. That's the most common one that we do. What we're talking here was storm, sidewalks, and curb and gutter is really completely different. When I just said that we were going to levy—the taxes are going to go up \$500 a year just on sidewalks, well we start adding curb and gutter, they're not going to want to do it. At some point we have to realize that. We put stuff in the budget and I understand they need it. We have a lot of stuff in the budget, but we get to a capacity, so we have to make decisions on what are we going to be able to complete that year and what gets moved out. A lot of times that's just how it happens. It's not that we don't want to do something, it's just that we don't have the staff, the time and the ability to do it. I have one engineer who has 18 projects.

Commissioner Walters said it just occurs to me that we don't do benefit districts very well. There's a process that was laid out on that chart. I don't know how you gather signatures if they have no idea how much money they're going to have to spend and once the signatures are obtained, the City Council or the UG Council in this case has to take action to establish the benefit district. Was that ever done? **Mr. Thompson** said let's just put it this way, if a neighborhood wants to do it, it sounds great, right. We want to get all this, so we go through the process and we spend \$50K to assess what we're going to do in this and then we tell them we're going to hit you with a \$1K a year on your taxes, we don't want that. Now, we've just spent \$50K of taxpayer's money on something that somebody doesn't want. **Commissioner Walters** said that's why I say—I mean you're getting the cart before the horse if you establish a benefit district. **Mr. Thompson** said but we don't know what it's going to cost until we do some of the work--**Commissioner Walters** said I don't know how you could get signatures—**Mr. Thompson** said and at the same time when you do sidewalks if I put a sidewalk on your side of the road, am I going to want to pay the same amount as you are.

Commissioner Murguia said, Brent, sorry Commissioner Walters, listen it doesn't take a \$50K planning study to go out to T.A. Edison and look around for you guys to say this is a big job and the cost per household is going to be ginormous and we need to make sure they understand that before the petitions go out. You don't have to pay someone \$50K to do that and I had multiple conversations with Bob Roddy about this is a big job. It's going to require sewers, sanitary, the whole bit; are we still good to move forward with this benefit district? Absolutely. In fact, I could probably and that's why I've been working with IT to dig up my old emails from 2010, 2011 and 2012. I'm digging up those emails. I was very clear about what I said to him and you don't have to pay \$50K to a planner to come out and see drainage ditches like you see all over Commissioner Markley's district, all over Tom Burroughs district, all over Turner where the Mayor lives; that is going to be a lot more expensive job than just laying new curb and sidewalks. He knew it from the start, he knew it was a huge project, he was the Director of Public Works, he told me to get the petitions; we did what he said. I know you weren't there. **Mr. Thompson** said I was not. **Commissioner Murguia** said you're just responding, but I'm telling you I was there and I'm going to get those emails and I'm going to tell you he told me to move forward.

Mr. Bach said I can probably offer a little bit of a historical thing on—you talked about the policy. When the 50/50 Program came into play, and it was set to be a 50/50 because probably the perspective on it was a little bit different at the time. We had our projects in place, but the curbs/sidewalks were generally thought to be the responsibility of the homeowner or if they wanted to advance them beyond where we were. The Commission made the decision if a neighborhood got together and said they would do a petition for this and pay for half of it, then we should put this into a 50/50 Program. I don't remember exactly the amount, but I think we had kind of set an amount where a few hundred thousand and then we might have raised it to \$500K or so and say we would finance this amount of money out of all our debt funded projects to go towards that. So, we kind of set ourselves at a little bit of a cap, and I'm speaking from memory to remember how some of that worked, I wasn't as involved with the 50/50 Program. As I recall, some districts came forward, they were planning to work on them, but they never completed their petitions. But we would build out a budget because we were doing, just as you said, let's anticipate these in advance so if somebody goes through and gets it done, we're going to get it done in this year and this year and work through it like that and then the districts wouldn't get it done or they would have some

changes to it or things would happen and that's how they would get pushed out. That's kind of where the 50/50 Program came from and why it was done that way and I think over the years the emphasis, and Commissioner Murguia always loved this effort, that we treat 50/50 like a grant so it helps to better a neighborhood so we should advance or do more of those. We haven't had a lot of those just come pouring in from the residents wanting to spend that money. **Commissioner Murguia** said you do here. You have the petition, you've had it forever. I'm saying it's on you to fix it now. I don't care how it happens. T.A. Edison, I need to see curbs and sidewalks there.

Commissioner McKiernan said I'm curious; on this project it was curb and sidewalk and storm sewer? **Someone** said Uh-huh. **Commissioner McKiernan** asked what was going to be the resident's contribution. **Commissioner Murguia** said this is all that happened Commissioner McKiernan. I was new at the time. I was elected in '07 so I was only three years in to being a commissioner. I went and had a sit-down conversation with our former Director, Bob Roddy, and said this area, T.A. Edison, large group of organized citizen residents that want to do curb and sidewalks in their neighborhoods, how do they do that. He looked at the area, he went out there, he's an engineer and said you should form a benefit district. I said that's great. He said they pay 50% or I think he said 46/60. It was along those lines. It was a split. He said it's going to be a big project and I said that would be great. I said what do I need to do to that. He knew the condition of the ground, he knew there were no existing sidewalks, he knew there were just drainage ditches, he knew what the situation was, and he said absolutely a benefit district will cover this. If you can get them to sign off on it, and why it took so long, why it took us really one year overlapped from '10 to '11, why it took so long is because you have to go to each and every door, find each and every property owner and they have to understand what they're paying for and what they're signing off on. Then we got the petition to them and they determined that we had a valid petition at the time. It's a very cumbersome process and why a lot of residents don't do it, it's a big undertaking to go door-to-door and explain that. You need skilled people out in the field being able to explain how you're going to be taxed and what your portion of it is versus what someone else's portion will be. That was all looked at in advance.

Commissioner McKiernan said in this benefit district the Unified Government was going to pay some of the cost and the residents were going to pay some of the cost. **Commissioner Murguia** said correct. **Commissioner McKiernan** said it was going to be an extra big cost

because it wasn't just curb and sidewalks but also establishing storm sewers in the area. **Commissioner Murguia** said that was known from the beginning before we ever stepped foot on the ground. **Commissioner McKiernan** said so the residents at that time knew that it was going to be a big cost and still said—**Commissioner Murguia** said thumbs up.

Commissioner McKiernan said this illustrates for me one of things that I've been recently frustrated about and that is the moving target nature of CMIP because I have been able to go back and look at our CMIP budgets for the last several years and I've seen T.A. Edison move around a little bit. For example, in 2014 it was scheduled for 2018 and then it got moved up and then it was budgeted for this year. The budget that we approved last August had at least some amount of money. **Someone** was inaudible. **Commissioner McKiernan** said \$200K seems like a pretty small amount of money for what's going to be a giant project, but still there was something budgeted and there was something that was \$400K budgeted the year before that I guess we didn't spend. While I don't have any experience with a benefit district, I do get frustrated by the fact that when we vote on these budgets we vote on dollar amounts in lines and there is an expectation that that's what we voted on and that's what we spend. That's what we shoot for at least.

I know I made a mistake last year when I didn't track the initial Proposed CMIP to what I finally voted on. If I look at what I voted on, or at least what I think I voted on last year, there is money that's there in that line that I guess we're not spending and that does cause me a concern because that's what I authorized by my vote for us to spend.

Commissioner Murguia said we had \$400K last year that never got spent and now we have another \$400K this year that has not been spent and we're almost to August. It doesn't sound like, based on the report I'm getting, that money is going to be spent.

Commissioner Townsend said I have a question. The \$400K we're talking about, was that money set-aside to actually be spent and I'm also still confused about what is the total amount of the project expected and will the constituents still be willing, once you know the amount, to pay half whatever the cost is? **Mayor Alvey** said it would seem to me to that question I'm not sure you could ask them because if we didn't follow the process, the process is now—it's no longer valid. You would have to go back and get their consent again. **Commissioner Townsend** said I understand that because I understand Commissioner Walter's—I was just listening to this and it's almost the cart before the horse. In the scenario that Commissioner Murguia talked about, how

long does it take for a benefit district to expire? **Mr. Bach** asked you mean once the petition comes into place, my opinion was it had to be enacted within five years. I don't know if you know, Ken. **Ken Moore, Chief Legal Counsel**, said not offhand. **Commissioner Townsend** asked what was that. **Mr. Moore** said I don't know offhand what the time period is. **Mr. Bach** said there are factors that come in. Someone moves out of the district, people change, such like that. We will have to verify that number but that's what I recall.

Commissioner Murguia said given the fact that this is on the agenda tonight, and nothing against Ken or anyone else, and that there are so many questions that nobody knows the answer to just tells me even more that nobody is paying any attention to this project.

Commissioner Philbrook said can I ask that we actually get the stance of substantial evidence of what and how the hell we can make this work, and I don't mean your particular project, I mean if somebody is going to go out there and ask people to sign—it's not easy because we've been working on CID out on State Ave. for eight years, I don't know. But, what I'm saying it's very difficult to get people to sign on the dotted line to do this and I understand exactly what you're saying. If we don't know what our guidelines are upfront and how long we have to put these things into effect, then we're just out here floating around in a bunch of goo. **Commissioner Murguia** said they do have, they knew—**Commissioner Philbrook** said but they don't tell us. We don't know. **Commissioner Philbrook** said but they don't tell us. **Commissioner Murguia** said oh, yes. **Commissioner Philbrook** said we don't know. We don't know. **Commissioner Murguia** said I hear you and to me that's a separate complaint. The deal is I don't want to wait—I know how that game gets played too. **Commissioner Philbrook** said I don't mean it that way. **Commissioner Murguia** said I just want to make it clear, I don't want to wait for them to come up with a new policy and a new program and start all over again and another decade passes. **Commissioner Philbrook** said I want to understand what the heck guidelines they were operating by including now. That's what I'm saying.

Commissioner Markley asked is there any reason we can't budget the funds and then go through the City initiated process to make it all legal and at that point, I know there has been some concerned expressed that the residents may not want to move forward once they see what the price

tag is, I mean if we can layout those options for them, they will have the right to come protest it and say now that I see it's going to cost me 200 bucks or 1,000 bucks or whatever it is I'm not interested anymore. I think fulfills all the requirements. It gets us our district, it gives the residents the chance to backout if they're not the same residents or they don't want to do it anymore and then we have it budgeted.

Commissioner Townsend said I think Commissioner Markley's suggestion would address the concerns that I have. I like the idea that we can do a benefit district but with knowledge of what we're talking about now, so you don't have this kind of vacuum because how else are we going to know what we're talking about. **Commissioner Murguia** said the only problem with that is that each property owner depending on the width of the front of your property is going to be different. Do you know how long it's going to take them to figure out in the urban core a house that's 25 ft. wide versus the house that's 50 ft. wide versus the house that's 75 ft. wide or the guy that has a 50 ft. lot next to his 50 ft. size house. Each person's rate that they will pay will be different based on the amount of new infrastructure placed in front of their house and for the size of this benefit district the amount of time it will take to determine that, that should have been done a long time ago. I appreciate what you're saying but at this point in the game we need to do this project so chalk it up to a mistake and people need to pay attention and chalk it up to a bad policy. I can only vote on policy that's brought in front of me, so this policy has never been in front of me and it's been in effect for years.

Commissioner Townsend said I would still like to know how much money we're talking about and start from there. **Mayor Alvey** said we will have to establish that. **Mr. Thompson** said I will have staff put a number together by the end of next week and we will see what we come up with for curb, storm and sidewalk through the petition area. We know where that line—it's going to be a ballpark number. It's not going to be broken up into lots, but you can basically take the 110 signatures and the rest—and we can divide that up and kind of have an idea of what that would hit with each homeowner and we will just know that. **Commissioner Murguia** said it will be a big number.

Commissioner Markley said just to be clear, I think you should bring the option with everything, the sidewalk, the storm and the curb and then what would it be if it were just sidewalk just to be clear I think. **Mr. Thompson** said we have the sidewalk taken care of, so we can add the curb and the storm as well and then we will just go from there. **Commissioner Murguia** said great.



Mr. Bach said I'm going to recognize Jeremy Rogers, our Director of Parks & Recreation, to come up. I don't know if he has members of his staff with him, but he is going to walk through a couple of the financial findings that were in place with our Parks Master Plan to set this out and then leave it for discussion from there.

PARK & COMMUNITY CENTER IMPROVEMENTS – ESTIMATED COSTS

PARK IMPROVEMENTS	\$37,589,580
COMMUNITY CENTER IMPROVEMENTS	\$27,042,503
OPERATIONAL ENHANCEMENTS	\$ 4,346,720
TOTAL PARK MASTER PLAN RECOMMENDATIONS	\$68,978,803

Jeremy Rogers, Director of Parks & Recreation, said for those that were here obviously you remember we did a Master Plan. It took just over a year to complete. That was completed last fall so we're in the first year of implementation. When we had that Master Plan done we went out to the community and the reason it took so long was because our goal was to talk to every Wyandotte County citizen and get their input on parks and so we received a lot of information. All of this information I'm telling you tonight is based off of what the community wants to see in their Parks & Recreation Department.

Some of the findings they found in the Master Plan isn't so encouraging and I'm going to lay that out for you tonight so you guys can see what exactly we're looking at.

The estimated cost to do everything that the Master Plan called for just for the outdoor parks was just over \$37M. The Community Center Improvements was \$27M and when I say Community Center Improvements I'm not talking about a new swimming pool within a community center or anything like that, that's just to bring them up to speed where they need to be so we can serve the public the way they want to be served. Operational Enhancements is \$4.3M and so a total we're looking at about \$69M in order to bring our Parks & Recreation Department up to where we need to be.

PARK IMPROVEMENTS – PROBABLE COSTS

FUNDING PRIORITY CATEGORIES:

A. TAKING CARE OF WHAT WE HAVE	\$12,859,980
B. ENHANCING EXISTING FACILITIES	\$10,004,400
C. BUILDING FOR THE FUTURE	\$14,725,200
TOTAL PARK	\$37,589,580

Breaking it down within the \$37M for the parks improvement, here's how it's broken out. Taking care of what we have, enhancing existing facilities, and then, of course, building for the future. Some of those future things that they talked about were trails. That's a big topic. New restrooms and things like that.

COMMUNITY CENTER IMPROVEMENTS PROBABLE COSTS

FUNDING PRIORITY CATEGORIES:

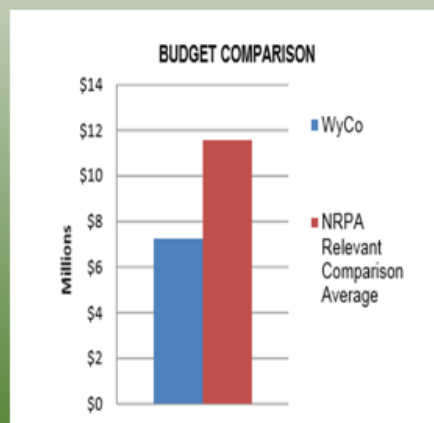
- A. TAKING CARE OF WHAT WE HAVE
- B. ENHANCING EXISTING FACILITIES
- C. BUILDING FOR THE FUTURE

Cost to Repair Immediate Needs	Cost to Fully Renovate all Centers
\$ 4,367,020	\$ 27,042,503

For the Community Centers, here's that breakdown of what that would cost. Like I mentioned earlier, immediately needs is \$4.3M. For all the centers it's \$27M.

ANNUAL OPERATING AND MAINTENANCE BUDGET

- 2017 OPERATION AND MAINTENANCE BUDGET INCLUDING CAPITAL OUTLAY - \$7,244,48
- NRPA RELEVANT COMPARISON \$11,591,200
- DIFFERENCE OF \$4,346,720.



As part of their Master Plan that you guys voted to approve, they compared us to the national average through the National Recreation & Park Association so all of our budgets, all of our

statistics were compared to the national average. Our budget, the Operating budget of 2017 at \$7.2 is lower--\$4M lower than the national average of \$11.5 so we are definitely under budget as compared to the national average and I will get into that here within the next few slides.

ANNUAL OPERATING AND MAINTENANCE BUDGET

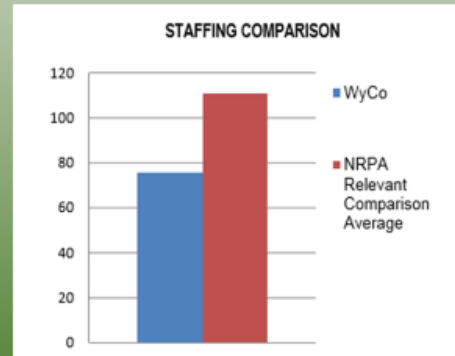
NRPA RELEVANT COMPARISONS TO UG PARKS AND RECEREATION OPERATING BUDGET

	WyCo (Maint., Admin., Rec, and CMIP)	NRPA RELEVANT COMPARISONS
2017 Budget	\$7,244,480	
Budget by Population (100k to 250k)	\$7,244,480	\$10,226,000
Budget by Acres Maintained (1,001 to 3,500 acres)	\$7,244,480	\$9,690,000
Budget by # of Parks Maintained (Over 50)	\$7,244,480	\$18,154,000
Budget by Population per square mile (500-1500)	\$7,244,480	\$6,851,000
Budget by Region (Midwest)	\$7,244,480	\$13,035,000
	AVERAGE	\$11,591,200

This slide is very eye-opening for me to what the NRPA sets as its standards. For a size with the number of parks that we maintain, we have 55 parks, this says our budget needs to over \$18M. The parks of our size—a department that's our size with the number of acres it should be almost \$10M and then, of course, by population we serve about 165K residents and we should be over \$10M. As you can see, we're underbudgeted.

STAFFING

- 2009 - 105 FTE's FOR UG PARKS DEPARTMENT
- CURRENTLY 76, COMPARED TO THE NRPA RELEVANT COMPARISON OF 111
- SHORTFALL OF 35 FTE's



Staffing is a huge issue. We're about 35 fulltime employees short. The National Parks & Recreation Association says we need to have just over 100 fulltime staff and we're at about 76.

STAFFING

NRPA RELEVANT COMPARISONS TO UG PARKS STAFFING LEVELS

	WyCo (LESS GOLF COURSE & NOXIOUS WEEDS)	NRPA RELEVANT COMPARISONS
FTE per 10,000 residents	4.6	7.3
FTE by Population (100k to 250k)	76	87
FTE by Acres Maintained (1,001 to 3,500)	76	90.9
FTE by # of parks maintained (Over 50)	76	200.9
FTE by population per square mile (500-1500)	76	82.8
FTE by region (Midwest)	76	92.8
	AVERAGE	111

Here it goes into more staffing of how many we should have per resident, how many we should have for the number of acres maintained and, again, for every population we are understaffed.

TOTAL MASTER PLAN RECOMMENDATIONS

PARK, COMMUNITY CENTER & OPERATIONAL COSTS	\$68,978,803
STAFFING INCREASE	35

Again, the total recommendation, like I said earlier, \$69M and increasing our staff by 35. That's what the Master Plan said we need.

Mr. Bach said this is just kind of the high level to put it out there where the numbers were. Mayor, we just wanted—I know we don't have this fully addressed in the budget but wanted to come back and we don't have it even close to being addressed in the budget. We wanted to put it out there so everybody kind of got a refresher on what we received in that plan from a dollars and cents and numbers perspective.

Commissioner Murguia said, Mayor, I would just like to make the offer, you know we did a number of improvements to the Argentine Rec Center and it was done with charitable dollars so I would make the offer to all of my commissioners that have recreation centers in their area that need improvements to prioritize what you want. I will be glad to turn over the entire fully written grant applications we submitted and personally introduce them to the people that contributed charitable dollars to the Argentine Rec Center to allow us to make those improvements. If you want money from them, I will be glad to make that connection. You can ask them. Unfortunately, it won't do everything but when it's finished there has been significant improvements. I think Jack Webb is here. He is fantastic to work with. We did it in a very creative strategic way. Doug Bach

was an incredibly big help, cut through a lot of red tape for us, so if you want some big successes very quickly in your community that involves parks and recs we have great people between Doug and Jack—sorry, I don't work with you a lot—and there are some definite grant opportunities but it's not going to pay \$68M but it will get you moving in the right direction.

Mayor Alvey said clearly what we've heard tonight is the needs are so great in our community and also the same need to continue to reduce the tax burden and, frankly, the only way out of this, which we all know, is to grow the tax base. It seems to me that we start looking at expenditures. The expenditures need to be looked at as investments that are going to return an improved quality of life which will drive up demand for our neighborhoods. If we can do that, we can draw more people in, maintain the residents we have and grow that tax base, but that's a long-term play.

Commissioner Kane said I know staff tries to help by going out and say we ought to try to do this and we ought to try to do that. Our grass cutting where we're not cutting the rights-of-way and stuff like that only affects a few of us and it affects a few of us a heck of a lot more than it does other. I think that's something we need to revisit and modify.

Mayor Alvey said so this is the policy that was adopted last year by the Commission to shift the responsibility for maintaining grass cutting on rights-of-way to the owners and, of course, there is a process involved to make those homeowners or those property owners aware that they're not cutting the grass and staff goes out and does that. Those resources were shifted to I think take of properties that are owned by the Unified Government in the Land Bank as part of the SOAR Program and other, the blight reduction. Is that accurate? **Mr. Bach** said yes, I think it was accurate in the sense that we went to mowing more of what was ours rather than other people's and that's why we moved away from other projects that Public Works is trying to get done. **Commissioner Kane** said I don't want you to stop cutting the grass, the lots that we own. I just want you to start cutting the grass out west. **Mayor Alvey** said I think we gathered that.

Commissioner Philbrook said, Mayor, it's not that we weren't responsible meaning us as owners of property that we were supposed to be taking care of it. It was just the City never made it obvious that we were supposed to. We didn't put that information out for years and we were very sporadic,

we were very inconsistent about letting people know they were responsible for mowing their own property all the way out to the street. We just didn't do it and so we did it for years. Now, having said that, I will tell you there are a whole of properties out there that are in my district as well, Mike, that are on the old county roads that I sure as heck wouldn't want to try to mow and I wouldn't have the equipment to mow. Pretty soon what's going to happen is even though we're full of great ideas, we end up paying another price and that is stuff growing out over the roads on the back roads especially north of Leavenworth Road and there are some areas that all of us have. It is frustrating to try to do whatever the heck we think the right thing is, but what is the right thing. That's the hard part of it. We try to do what we think is right so we can put what money we have toward the parks and so on and then we end up not keeping our thoroughfares clean and crisp and nice after investing all this money that you're talking about, Ann, you know on State Avenue and Parallel and all that and not keeping those mowed and some of the others. So, all that money kind of—because it doesn't look good so it's kind of a catch 22 and I don't know what the answer is, but I do know there are a lot of people out there though that are going to really struggle to get those areas mowed that are not easily mowed. **Mayor Alvey** said or even their ditches cut. **Commissioner Philbrook** said exactly. Oh yes, those are going to be fun.

Commissioner McKiernan said just one thing that I want to add and it's a request as much as it is anything. Doug and his assistants have gotten a couple of emails from me in the last couple of weeks where I have been extraordinary frustrated that our process internally seems to take—one of the things that I thought I voted for a budget was that we were going to take care better of our own property. I do think we are taking care of our own property better, but that we were also going to step-up and encourage those private property owners who don't take care of their property to do so or we would cut it for them and we assess.

I have a property I turned in on June 4th and as of today it is not cut and I was under the impression that we had a 14-day abatement and then we were just going to do it and put an assessment. It's eight or nine weeks later and come to find out from the day I turned it in until the day we took our first action on it was 24 days between the day I turned it in and the day we took our first action. My question is, is it a matter of process, is it a matter of personnel, is it a matter of money and what I am really asking is if it's anything that has to do with budget, please tell me today, not for this years' budget, but for next year's budget so that I can advocate right upfront

before we even start building next year's budget because I thought that's what SOAR was going to be all about. That SOAR was going to be, we're going to start taking more—better care of our neighborhoods, our city, our county and if you're not onboard, we're going to do it for you and we're going to get you onboard. It's really frustrating when you think you have approved a process that will work and I find out the other day well we're three weeks behind in our abatements. Okay, why? Can we head that off at the pass, please and it was a couple months ago, one of our staff was here and said that we ran out of boarding money in July. Okay, wait a minute, no. We, as a Commission, we as a Unified Government, if we know about the fact that we're running out of money and not accomplishing our strategic objectives, we can do our best to set that budget to accomplish our strategic objectives and I thought blight reduction was one of our number one things.

I really want us to concentrate on blight reduction and I'm asking staff whatever it's going to take, let me know today for this time next year because I will still be here so we can work that into next year's budget.

Mayor Alvey said that seems to have closed the conversation. Thank you very much and we're back here next Monday after Standing Committee.

FUTURE WORKSHOP AGENDA

❖ JULY 23, 2018 - AFTER STANDING COMMITTEE

- CMIP UPDATE
 - STREET PRESERVATION PROGRAM
 - K-7 & PARALLEL
 - WESTERN FIRE STATION TIMELINE
 - DEDICATED SALES TAX PROJECTS
 - PBC DEBT PROJECTION W/ JUVENILE PROJECT
- BUILDING SECURITY
- KAW RIVER LEVEE

❖ JULY 26, 2018 @5PM

- ECONOMIC DEVELOPMENT
 - STATE AVE CORRIDOR, K-32, ROSEDALE MASTER PLAN, NE MASTER PLAN
- DEPARTMENT SPECIAL FUNDS
- NON-WORKSHOP – EXECUTIVE SESSION RE: LABOR NEGOTIATIONS

❖ JULY 30, 2018 @5PM

- FINAL BUDGET PUBLIC HEARING
- BUDGET WORKSHOP (AFTER PUBLIC HEARING) – OTHER TOPICS (IF NEEDED)

❖ AUGUST 2, 2018

- 5PM - BUDGET WORKSHOP – OTHER TOPICS (IF NEEDED)
- 7PM - BUDGET ADOPTION

July 19, 2018

**MAYOR ALVEY ADJOURNED
THE MEETING AT 7:52 p.m.**

dt

Bridgette D. Cobbins
Unified Government Clerk

July 19, 2018

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

SPECIAL SESSION, MONDAY, JULY 23, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Monday, July 23, 2018, with eleven members present: Burroughs, 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; Alvey, Mayor/CEO; via telephone; and Bynum, Commissioner At-Large First District and Mayor Pro Tem; presiding. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Joe Connor, Gordon Criswell and Melissa Sieben, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Budget Staff; Chief Ziegler, Police Department; Interim Chief Andrade, Fire Department; Donald Ash, Sheriff; Alan Howze, Chief Knowledge Officer; Jeff Fisher, Executive Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Brent Thompson, Director of Engineering/County Surveyor; Troy Shaw, County Engineer; Mike Tobin, Deputy Director of Public Works; Maureen Mahoney, Chief of Staff in Mayor's Office; Lynn Melton, Assistant to the Mayor; Christal Watson, Deputy Chief of Staff in Mayor's Office; and Officer Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order at 6:15 p.m.

ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Murguia, Johnson, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Monday, July 23, 2018, immediately following the 5:00 p.m. Standing Committee meeting, in the 5th floor conference room of the Municipal Office Building for a Budget Workshop.

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

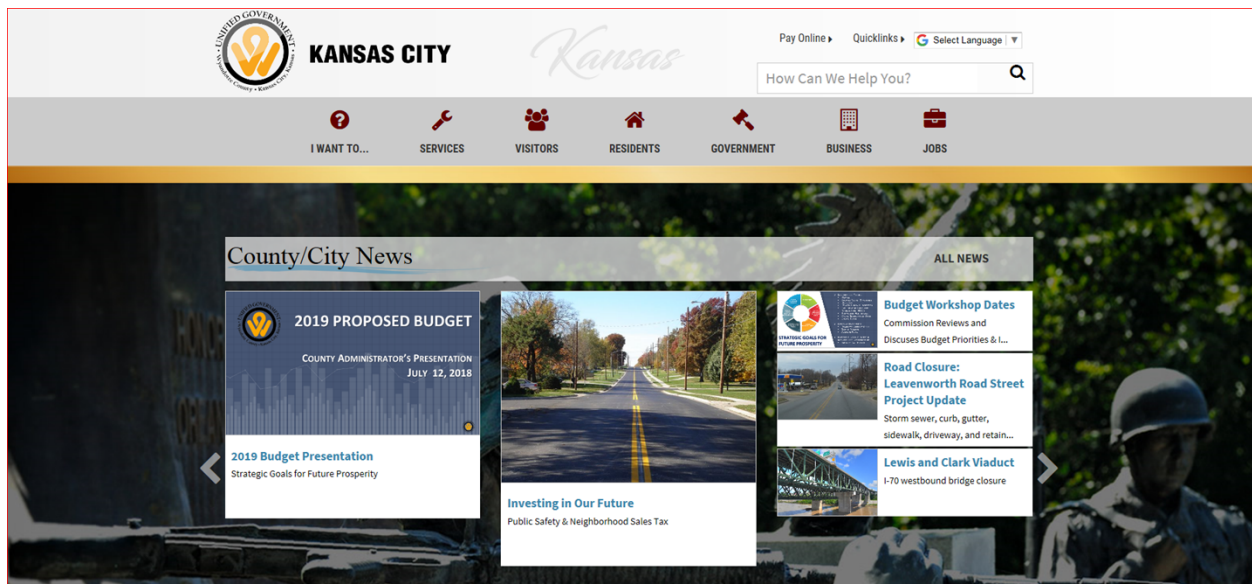
Mayor Pro Tem Bynum said it is our third Budget Workshop and we will let our County Administrator, Doug Bach, lead us through these items on tonight's agenda.



Doug Bach, County Administrator, said tonight we have several items to walk through this evening. The first item is on the Dedicated Sales Tax Projects and that's one the Commission had asked information about and it was timely to get this information back. We have that at the first part of our agenda and then we're going to go through our CMIP Update. With that we will talk about the differences we have between what was presented to you in May and you worked through and then what I ultimately had to build into the Proposed Budget. We're going to walk through our Street Preservation Program which you all funded last year. There was a specific request on the K-7 & Parallel Project, where we are with the western Fire Station and the timeline of projects that we've done since that project has been started, and then also we're going to get into the County/PBC Debt Projection directly as that relates back to the Juvenile Project. Other items on the agenda tonight are about our Building Security and then the Kaw River Levee.

DEDICATED SALES TAX PROJECT LIST

The first item tonight on the agenda is the Dedicated Sales Tax Projects and so I'm going to turn this over to Alan Howze, our Chief Knowledge Officer, and Jeff Fisher with Public Works, and let them walk through how we have everything available for the public to look at and view projects.



Alan Howze, Chief Knowledge Officer, said I'm going to keep this brief. I wanted to make you aware and the public aware of information available on the UG website at wycokck.org. That has information about the sales tax and the projects that the funds were utilized and broadly the third, the third, the third distribution approach. If you go to wycokck.org, right on the front page you will see Investing in our Future

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That takes you to the landing page there and you can click through for more information on how the sales tax benefits the residents.

[Home](#)
[/ Government / Additional Information / Public Safety Sales Tax](#)

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Public Safety & Neighborhood Infrastructure Sales Tax Initiative

KCK voters approved the 3/8-cent Public Safety and Neighborhood Infrastructure Sales Tax in April 2010 with 70% of the vote. The tax will expire in July 2020. Voters are being asked to renew the sales tax for an additional 10 years in the August 2018 Primary election.

If Sales Tax Continuance is Approved	
✓ Maintain the current sales tax rate-no tax increase ✓ Dedicated 3/8 cent to Public Safety & Neighborhood Infrastructure ✓ Recommend August 7, 2018 election ✓ Continues from July 1, 2020 – remains in effect for 10 years ✓ Expenditures approved annually by the Board of Commissioners	✓ Improves quality of life by funding neighborhood infrastructure improvements ✓ Provides funding to improve streets, curbs and sidewalks ✓ Funds safe routes to schools for children and parents ✓ Improvements to community centers ✓ Enhancements to neighborhood parks

This takes you to a micro site we put together. It has a lot of information about the sales tax and the renewal, when that vote is coming up on August 7th and if you scroll down a little bit further it has information including the presentation about the sales tax, it has information on the citizen survey, you can find your polling location and more detailed information as well.

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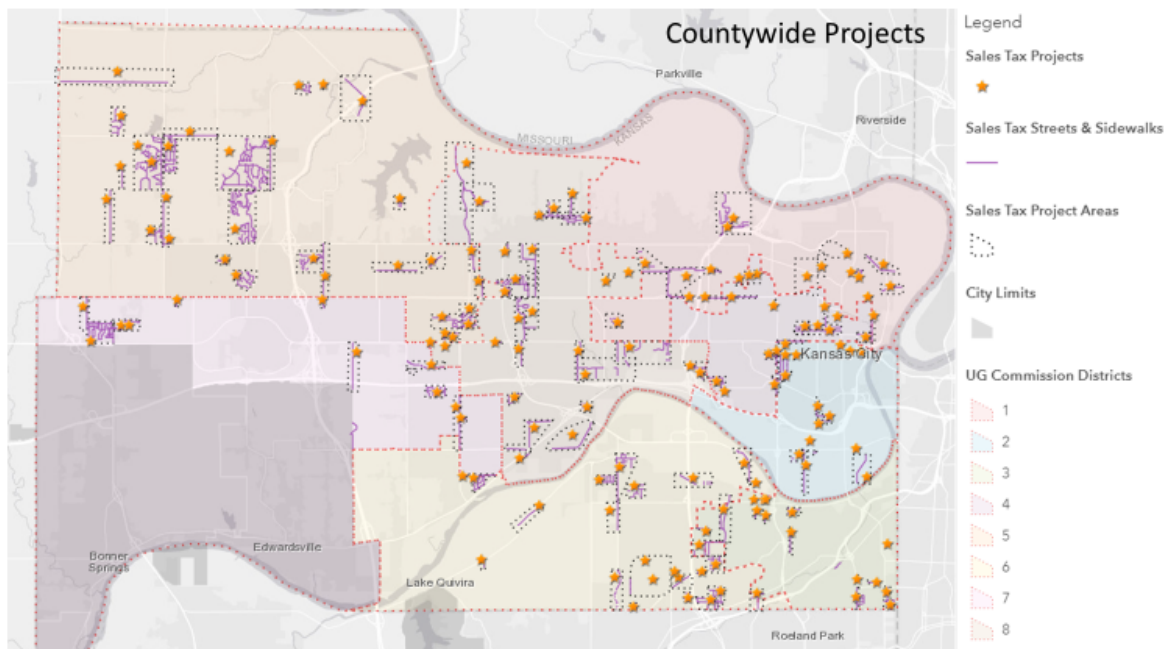
Sales Tax Presentation	Sales Tax Projects Map	Citizen Survey
Find Your Polling Place	Detailed Financials	Facts Sheet
Kansas City, KS Police Department Portfolio	Kansas City, KS Fire Department Portfolio	Neighborhood Infrastructure
		
Purchased 50 police vehicles 8 police motorcycles Police vehicle cameras and other equipment	Purchased 15 Fire vehicles Fire personnel Fire station maintenance Equipment	Commission NBD improv. proj (CNIP) Community centers Safe routes to schools Streets, Curbs, Sidewalks, Parks, etc.

We will click through to the Sales Tax map.

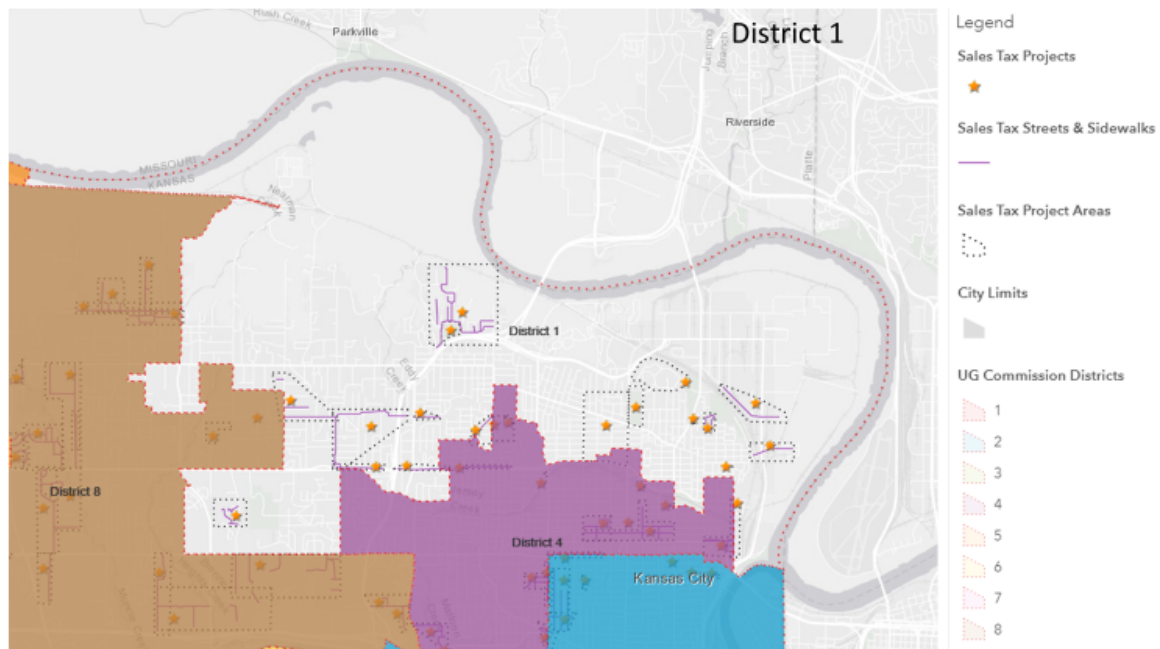


What this will do is take you to an interactive, what we call, a story map that has information on the Neighborhood Improvement Projects that were funded by the Dedicated Sales Tax.

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If you scroll down through there it will take you again to an interactive map where you can click on the stars and it will bring up information on a specific project. It will tell you the project type, it will tell you the name, it will tell you the amount that was funded, the portion of it that was funded by sales tax, it will tell you the total amount for that project, if there were funds above and beyond the sales tax that was used.



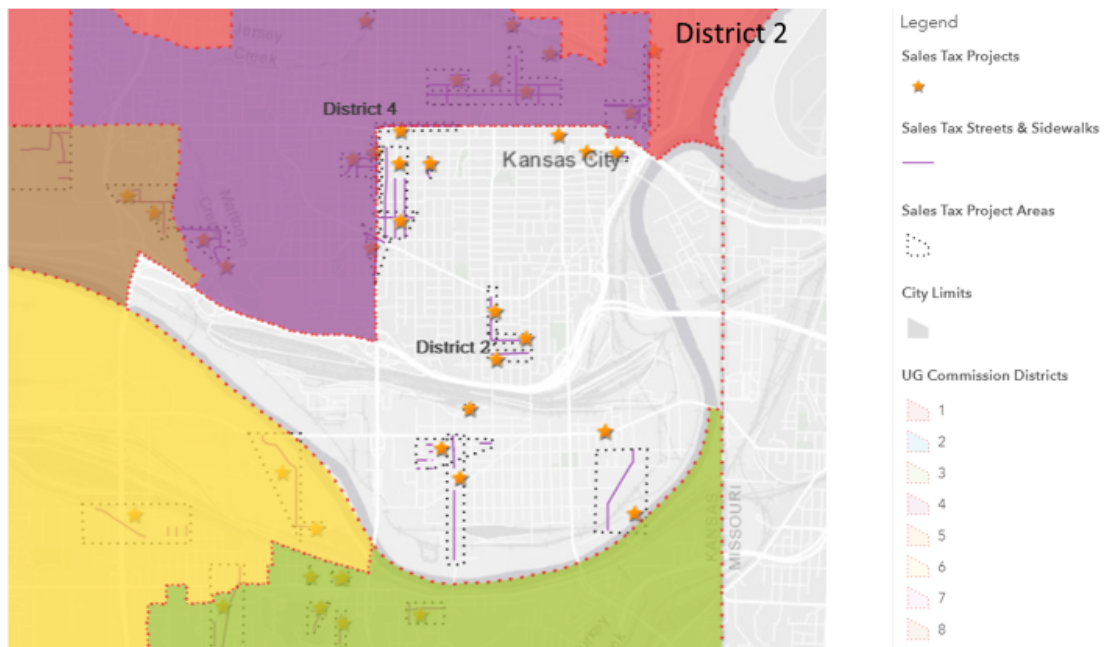
We've broken that down in a district by district basis as you scroll down further through this story map. We've given you a map view.

District 1

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
CNIP	Dunbar School Memorial Sitework	Peregrine Falcon Neighborhood	2013	31400	31400
CNIP	Parkwood Park Improvements	Parkwood Park	2013	25000	25000
CNIP	Quindaro Homes Water Line	Quindaro Homes	2013	40000	40000
CNIP	John Garland Park Walking Trail	John Garland Park	2017	145000	145000
CNIP	Quindaro Park Improvements	Quindaro Park	2018	65000	65000
CNIP	Edgerton Park Basketball Court Improvements	Edgerton Park	2017	34000	34000
CNIP	Parkwood Neighborhood Curb and Sidewalk Repairs	Parkwood Neighborhood	2017	182000	182000
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing & Sidewalks	2012 Neighborhood Street Resurfacing & ADA Ramp Project	Multiple Locations	2012	247516	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA

Below that is the table view of the information for that specific district. We're trying to make this an easy and accessible information that is available to residents across the community.

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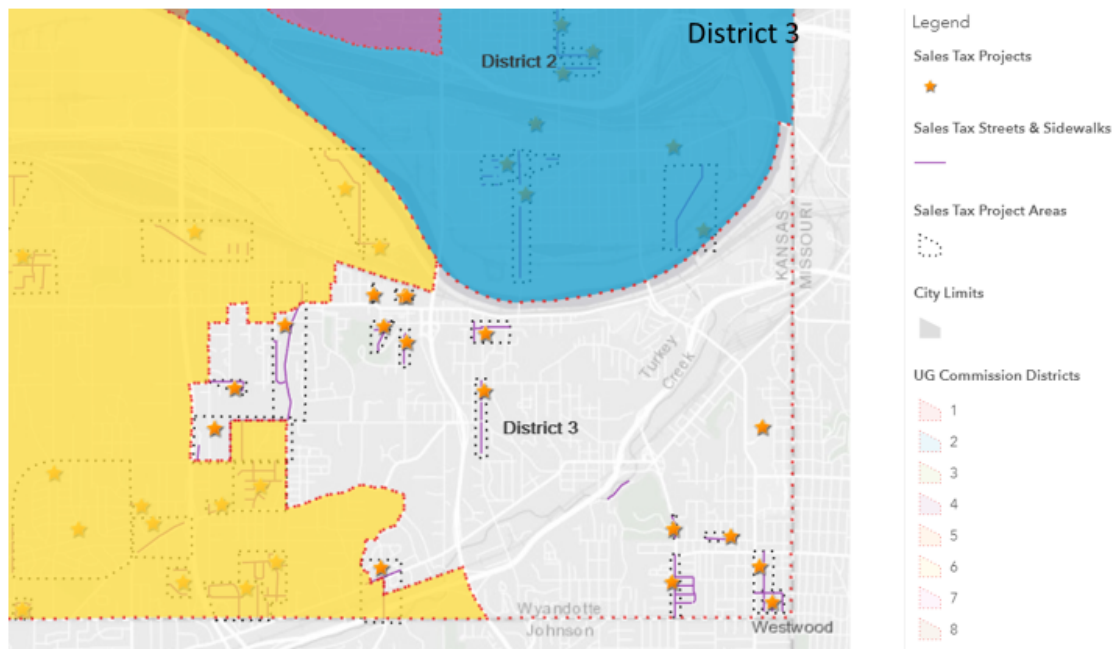


District 2

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
CNIP	John Fiske Sidewalks		2015	49000	49000
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
CNIP	13th St. Sidewalk Improvements		2015	65000	65000
CNIP	10th St. Sidewalk Improvements	Ivendale Ave. to Lowell Ave.	2013	96000	96000
CNIP	Ivendale Ave. Sidewalk Improvement	Ivendale Ave, from Mill St. to 10th St.	2017	70000	70000
CNIP	Gilmore Ave. Sidewalk Improvements	Gilmore Ave., from 10th St. to Mill St.	2013	142000	142000
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA

Again, it's right from the front page of the UG homesite or web page, wycokck.org.

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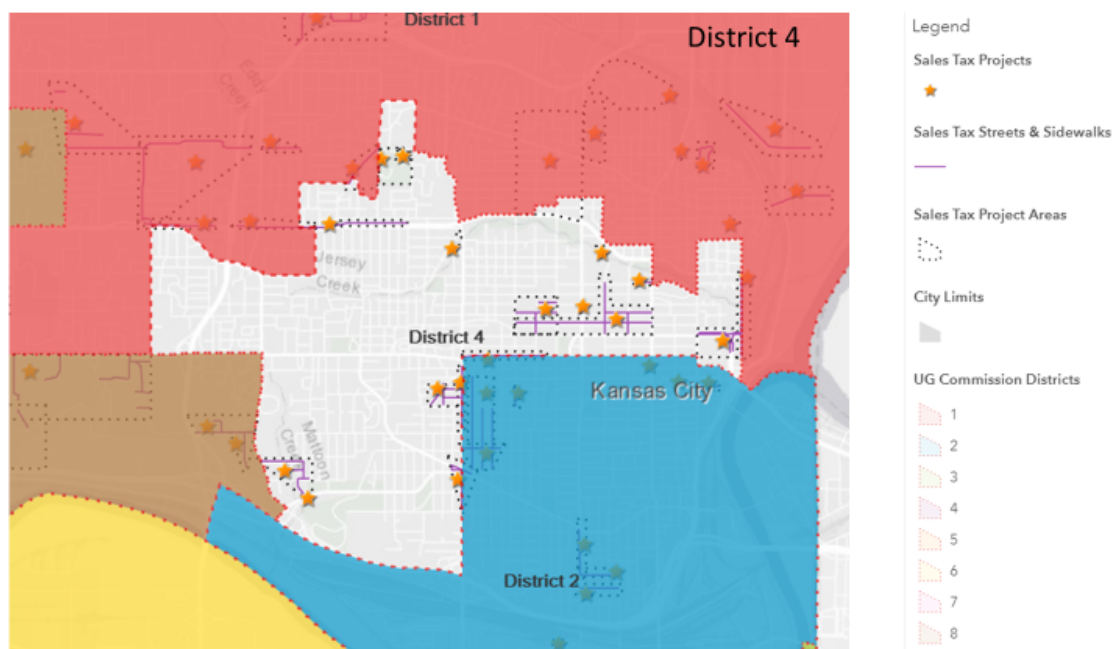


District 3

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
CNIP	Vega Park Improvements	Vega Park in Argentine	2013	12000	12000
CNIP	Spring Valley Sidewalks Improvements		2013	191000	191000
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
CNIP	Mission Rd. Sidewalk Improvements	42nd St. to Rosedale Park Entrance and Crossing	2015	211000	211000
CNIP	W. 42nd Street Sidewalk Improvements		2015	86000	86000
CNIP	22nd Street Sidewalk Improvements	Lawrence Ave. to Burch Ave.	2013	80000	80000
CNIP	14th St. Sidewalk Improvements	Steele Rd. to Noble Prentis Elem. School	2015	85000	85000
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA

Jeff Fisher, Executive Director of Public Works, said I just want to add this is a really nice tool that along with the projects the UG has committed to over the years using the sales tax. It's great information. You can see examples of resurfacing, NSRP, the CNIP and again just a big commitment from the UG over the years.

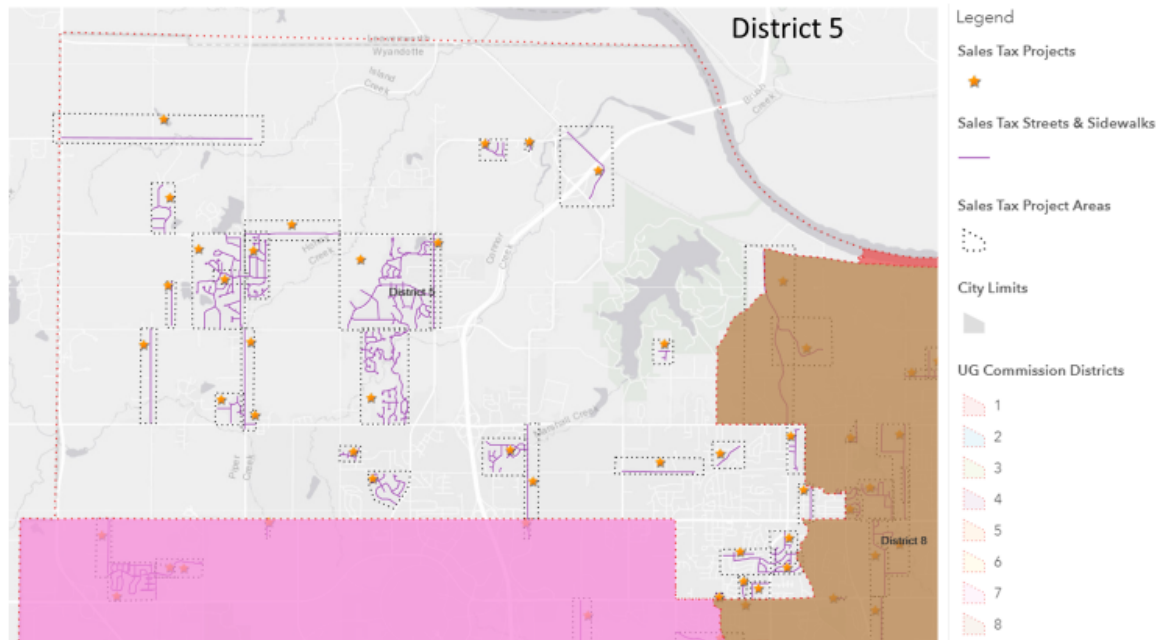
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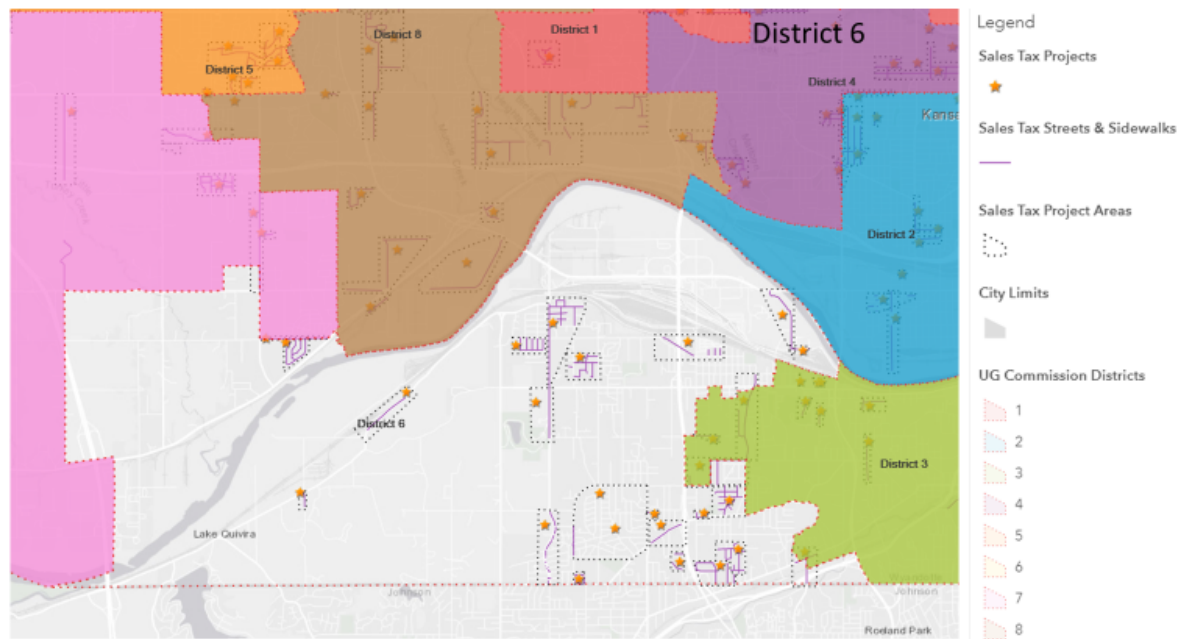
District 4

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
CNIP	Mac's Park Improvements	New Basketball Court, Shelter Sidewalks, and Play Equipment	2017	150000	150000
CNIP	9th and Parallel Pkwy. Athletic Field Improvements	Athletic field on the SW corner of 9th and Parallel	2013	197000	197000
CNIP	Klamm Park Scoreboard	Klamm Park Baseball Field	2016	4000	4000
CNIP	Walker Ave. Sidewalk Improvements	From 7th St. west to Jersey Creek Trail Connection	2017	12000	12000
CNIP	N. 10th St. Sidewalk Improvements	Freeman Ave. to Oakland Ave.	2017	32000	32000
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2014 Neighborhood Street Resurfacing	Multiple Locations	2014	313209	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA
Resurfacing	2016 Neighborhood Street Resurfacing	Multiple Locations	2016	43887	NA

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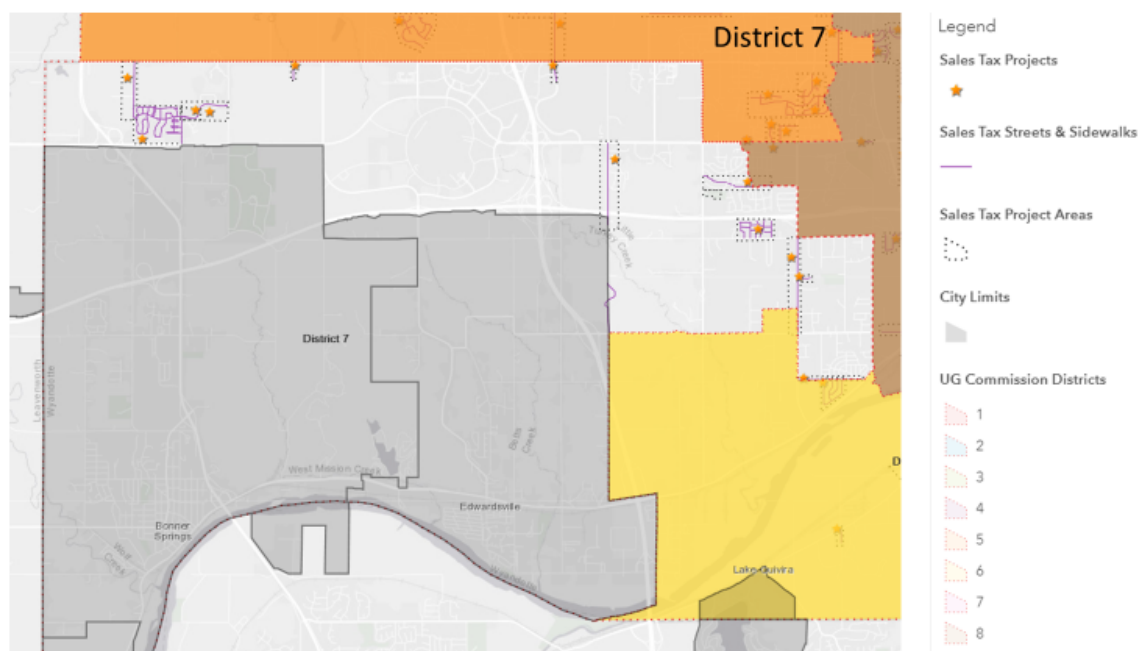
District 5						
Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)	
CNIP	Diane Kane Community Center	3199 N. 122nd St., KCK, 66109	2013	210000	210000	
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313	
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956	
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956	
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956	
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Street Maintenance	2015 Crack Seal Project	Multiple Locations	2016	159742	159742	
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937	
Street Maintenance	2014 Crack Seal Project	Multiple Locations	2014	133302	133302	
Street Maintenance	2014 Crack Seal Project	Multiple Locations	2014	133302	133302	
Street Maintenance	2014 Crack Seal Project	Multiple Locations	2014	133302	133302	
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA	
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA	
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA	



District 6

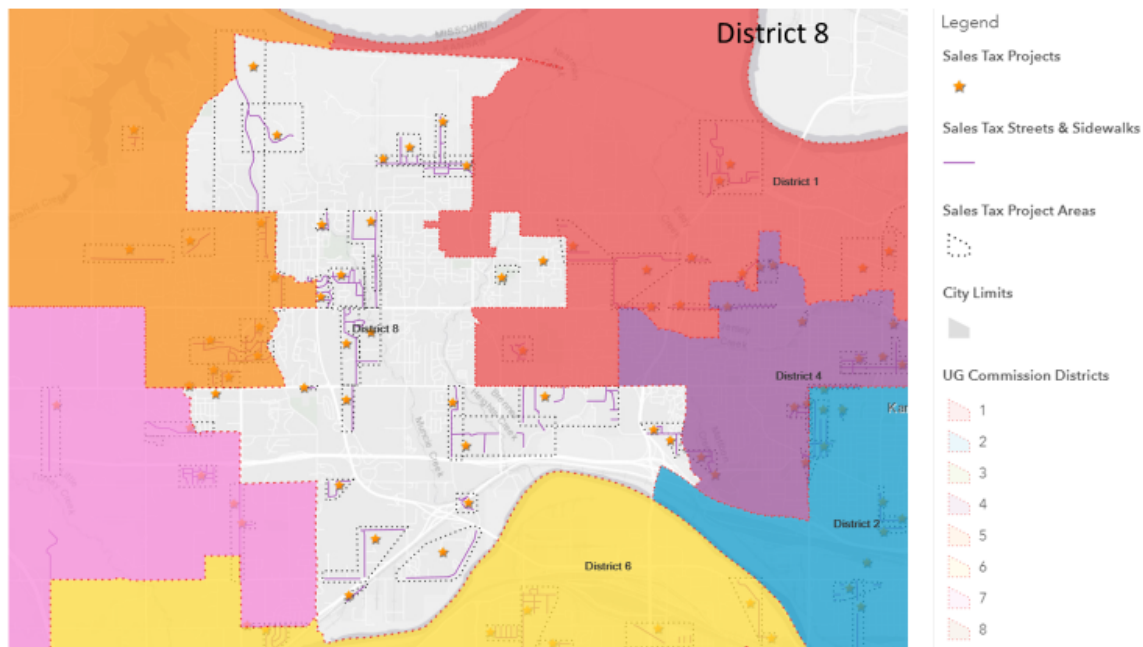
Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
CNIP	Highland Crest Sidewalk Repairs	Spot repairs in the neighborhood	2017	45000	45000
CNIP	Turner Community Walking Park Improvements	5212 County Line Rd., KCK, 66106	2013	47000	47000
CNIP	42nd St. and Shawnee Rd. Sidewalk Improvements		2013	40000	40000
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
CNIP	55th St. Sidewalk Improvement	Oak Grove Rd. to Hagemann Rd.	2013	50000	50000
Resurfacing	2015 Industrial Resurfacing Project	Multiple Locations	2015	56917	NA
Resurfacing	2015 Industrial Resurfacing Project	Multiple Locations	2015	56917	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA

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District 7

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Street Maintenance	2014 Crack Seal Project	Multiple Locations	2014	133302	133302
Street Maintenance	2014 Crack Seal Project	Multiple Locations	2014	133302	133302
CNIP	Tauromee Ave. Sidewalk Improvements	84th St. to 82nd St.	2013	106000	106000
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA



District 8

Project Type	Project Name	Area Location	Year	Funded by Sales Tax	Funding Total (other sources)
Resurfacing	2017 Asphalt Resurfacing Project	Multiple Locations	2018	87956	1200000
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2017 Neighborhood Street Resurfacing #2	Multiple Locations	2017	344119	1564313
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2015 Neighborhood Street Resurfacing #2	Multiple Locations	2016	31113	1015956
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
Resurfacing	2014 Neighborhood Street Resurfacing #2	Multiple Locations	2015	64939	1647937
CNIP	Welborn Park Improvements	Trail resurface, ball field improvements, Futsal court	2013	80000	80000
CNIP	53rd St. and Georgia Ave. Drainage Improvements		2014	111000	111000
Resurfacing	2015 Industrial Resurfacing Project	Multiple Locations	2015	56917	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing	2011 Neighborhood Street Resurfacing	Multiple locations	2011	560737	NA
Resurfacing & Sidewalks	2012 Neighborhood Street Resurfacing & ADA Ramp Project	Multiple Locations	2012	247516	NA
Resurfacing & Sidewalks	2012 Neighborhood Street Resurfacing & ADA Ramp Project	Multiple Locations	2012	247516	NA
Resurfacing	2013 Neighborhood Street Resurfacing	Multiple Locations	2013	122636	NA
Resurfacing	2013 Neighborhood Street Resurfacing	Multiple Locations	2013	122636	NA
Resurfacing & Sidewalks	2012 Neighborhood Street Resurfacing & ADA Ramp Project	Multiple Locations	2012	247516	NA

I think going forward this will be great. I think the accessibility to the public is huge.

Mayor Pro Tem Bynum said thank you. I appreciate all the detailed information. It's good to be able to show in the districts what the sales tax has helped pay for.

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Mr. Bach said we're having a little bit of a difficulty with our presentation this evening as far as what we have to put up on the screen. I think you all either have a hard copy or electronic copy which you're probably going to have to following through with on the next couple of sections. The next part of the presentation is not going to be on the screen so, Reggie, you're just going to have to present it and be very detailed in what you're talking about and, hopefully, we'll get this up here in a few moments.

The next part is about the CMIP modifications from the May Special Session. This was a specific point that came across that as I go through and try to build a balanced budget and work through things from debt, cash and such like that; I ultimately end up making some tweaks or changes from what we had in the May timeframe to where we end by the 1st of July.

With that, we want to make it very clear to you what areas we've changed or modified. I'm going to turn this over to Reginald Lindsey and he's going to walk through those changes which are in your packets.

Reginald Lindsey, Budget Director, said the first set of projects I'm going to start walking through are the Debt Financed Projects. How the layout is put together is on the top of the grid. We have the May preview of what we covered with you on May 17th and then also what was in the Proposed Budget document. Then, as we move across the page we have like the particular CMIP Project that it is and then the page number that it is in the proposed document. The rest of it is the schedule for the CMIP, the five-year schedule.

The first one we have is the new Animal Facility. It was not in the budget when we came to you May 17th, but it is within the proposed document. We have it in two different places. It was a \$8.6M budget. What we've done is split it in-between debt and also in-between a grant so it's \$4.3M within debt and \$4.3M within the grant section.

The next one is the Public Building Commission, and this is where we have the Juvenile Facility. We can see the change there which is in the light-blue. It's at \$2.7M that we added that was not in the 2017 or when we met with you on May 17th.

The next project is the Northeast Patrol Station. That was not in the budget when we met with you on May 17th, but it is within the Proposed Budget document at \$2.5M.

The next set of projects I'm going to cover are Cash Financed Projects and the first set are within the City General Fund.

Mayor Pro Tem Bynum said, Reggie, just one moment. We have a question from Commissioner Markley.

Commissioner Markley said just a clarification in particular since it wasn't up on the screen in the moment. When you say like the Animal Services Facility is in the budget, it's not in this year's budget. **Mr. Lindsey** said no, it's not in this year's budget but it is—**Commissioner Markley** said right, and I just thought particularly since the public couldn't see it, that could be very confusing, and they could be thinking we're spending \$4M in this year's budget and it's showing in an outyear. **Mr. Lindsey** said it's in the Capital schedule within 2023. **Commissioner Markley** said the same thing with the Northeast Police Station. Now, they will be able to see it, so it's not as critical.

Commissioner Philbrook said so you will give us time to plan on how we're going to get that money, so we need time to raise some money, is that it? **Mayor Pro Tem Bynum** said thank you for that clarification.

Commissioner Walters said I remember a couple of months ago when we had the presentation on the new Animal Services Facility and I really thought they missed the mark completely and I thought we had a more immediate need than five years or six years from now or seven years from now. My takeaway was that we needed to send them back and do a more meaningful look at the situation. I guess my question is, did we decide to adopt their recommendations and go with an \$8.6M new building and is that why it's in the CMIP? **Mr. Bach** said no. I put it in there as a placeholder knowing that we have a future need for this project. I could have put it under Unfunded Facilities. Here I put it so part of it was in CMIP and then the rest of it is in Other Funding which would mean some type of grant funding or other source that would need to come into play. It's really \$4.3 that would be there as a future placeholder, but the other \$4.3 would have to come from Other source if we were to do it this way. I put it five years out so it gives us an opportunity to work through, to rework it or not. A lot of times we have—same thing with the Northeast Patrol Station. It's four years out; however, that's listed down there under Special Revenue Projects assuming there could be some other type of funding source that could come in to help leverage that project and make it work as well.

Commissioner Walters said well, I did come away with the understanding that we had a more immediate need to do something with Animal Control. This indicates that we're really not going to do anything for five years. Would that be correct? **Mr. Bach** said I did put a couple hundred thousand that we're putting into the facility now for some modifications on the facility to move us through. As far as a big Capital Project we don't have another alternative built yet.

2019-2023 CMIP CHANGES FROM MAY SPECIAL SESSION										
DEBT FINANCED PROJECTS										
	CMIP	Page #	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
Facilities - Police										
May Preview	NA		-	-	-	-	-	-	-	-
Proposed	AUTO - 2059 - New Animal Services Facility	430	-	-	-	-	-	-	4,300,000	4,300,000
Grants										
May Preview	NA		-	-	-	-	-	-	-	-
Proposed	AUTO - 2059 - New Animal Services Facility	433	-	-	-	-	-	-	4,300,000	4,300,000
Public Building Commission										
May Preview	8690 - Jail - Juvenile Facility		23,000,000	23,000,000	-	-	-	-	-	23,000,000
Proposed	8690 - Jail - Juvenile Facility	432	23,000,000	23,000,000	2,700,000	-	-	-	-	25,700,000
Special Revenue Projects										
May Preview	NA		-	-	-	-	-	-	-	-
Proposed	AUTO - 2108 - NE Patrol Station	432	-	-	-	-	-	2,500,000	-	2,500,000

Mr. Lindsey said since we have it up on the screen now, I will kind of touch on some of things I talked about with the grid. The first thing we have is the preview from May and then also what's in the actual proposed documents. That's what you have in these lines here and then the actual projects and then the page number that it's on. Then the blue shows where we have the changes at and that's these areas there.

2019-2023 CMIP CHANGES FROM MAY SPECIAL SESSION CASH FINANCED PROJECTS

CMIP	Page #	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
<i>110 – City General Fund</i>									
Fire Department									
May Preview 8079 – Future Fire Station Land Acquisition		50,000	50,000	145,000	-	145,000	-	-	340,000
Proposed 8079 – Future Fire Station Land Acquisition	418	50,000	50,000	100,000	-	145,000	-	-	295,000
Police Department									
May Preview 8420 – Pol Stn Major Facility Improvements		100,000	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Proposed 8420 – Pol Stn Major Facility Improvements	418	100,000	100,000	50,000	100,000	100,000	100,000	100,000	550,000
May Preview 8436 – Pol Headqtrs Flooring Replacement		17,000	17,000	17,000	17,000	17,000	17,000	17,000	102,000
Proposed 8436 – Pol Headqtrs Flooring Replacement	418	17,000	17,000	-	17,000	17,000	17,000	17,000	85,000
<i>172 – Health Levy Fund</i>									
Health Department									
May Preview 8718 – Health Dept Facility Improvements		50,000	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Proposed 8718 – Health Dept Facility Improvements	418	50,000	50,000	-	50,000	50,000	50,000	50,000	250,000
<i>223 – Tourism & Convention</i>									
Parks & Recreation									
May Preview NA		-	-	-	-	-	-	-	-
Proposed 4250 – Kaw Point Walkway	422	-	20,000	-	-	-	-	-	20,000

I'm going to move over to the Cash Projects where we have the change here in the City General Fund for under the Fire Department. We have where we changed the budget from May 17th from \$145K to \$100K and then in the Police Department, Major Police Facility Improvements, we dropped it \$50K from \$100K in 2019. Police Headquarters Flooring Replacement, that was \$17K there, we took that out. Then as we move into the Health Department, it was \$50K in 2019 for Health Department Improvements. We had to make room for electronic medical records software purchase that's going to happen, that's \$295K so that's why we took that \$50K out and then within in Tourism Fund for Parks & Recreation we added \$20K for Kaw Point Walkway.

Mayor Alvey said the question I would have is the reasons for pulling that money out of the Fire Department and the Police Department and where is that money being transferred to and what's the basis of the priorities? **Mr. Bach** said probably one difficult thing, Mayor, in looking through this as a snapshot—I mean this is Cash Financed Projects so now we're taking a comparison against all \$160-\$170M worth of General Fund dollars. There's a point when we go through this budget that I'm going through every one of the departments and figuring out what we can do in order to build a balanced budget. By this we're just looking at just the projects. Other ones we went after Operational areas, I look at various things when I go through.

The priority was how do I build a balanced budget and I move some from all different areas within all departments in order to make that happen. By percentage basis of what these departments budgets are, this is probably relatively low percentage compared to what happened in some other areas.

Mayor Alvey said I guess my question would be then we are accommodating other expenditures. What are the other expenditures we're accommodating by transferring these funds over or these expenditures? **Mr. Bach** said continuing to do the operations as we've been doing in the previous years. I don't want to be flippant to that point but there's not a specific one thing that we came through and said gosh I need this. It was we go back to them and say okay I need to hit a bottom line budget, where can I go back through from a priority perspective in order to continuing doing what we're doing. As we've gone through this it's not like we added a lot of money into our—I guess you can look at some of those. We added some money into mowing or boarding up of structures or something like that, but there were very few areas that we added to. Some of these within these own departments, it may have been just increase in cost to cover from their ammunition or renovations in other facilities they have. A lot of times we tried to budget them back, build them back to targets I had within each specific department and by doing that we looked at what we're the highest priorities within each area. **Mayor Alvey** said thank you.

Commissioner McKiernan said I'm sorry, Reggie, I'm going to take you back to Debt Financed for just a moment. My apologies if this question was asked and answered and I was looking at a different part of this spreadsheet. Line 8690 Juvenile Facility Jail; we've added \$2.7M in 2019. Is that to fund the overage that they brought to us? **Mr. Lindsey** said yes. **Commissioner McKiernan** so we're budgeting for the overage when they told us the other night that we could get back down to our original proposal. Alright, I'm going to let that go for now.

I'll will go back on the record and say we agreed to build that project because we had savings from farming out and now we're budgeting extra, which I would think unless I'm mistaken, would exceed the savings from farming out. **Mr. Bach** said, Commissioner, this is how I have it proposed. We are going to go into that in great detail this evening.

2019-2023 CMIP CHANGES FROM MAY SPECIAL SESSION CASH FINANCED PROJECTS

CMIP	Page #	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
<i>212 - Dedicated Sales Tax</i>									
Public Works									
May Preview 1141 - Neigh ADA Pedestrian Handicap Ramps		-	-	50,000	200,000	200,000	200,000	200,000	850,000
Proposed 1141 - Neigh ADA Pedestrian Handicap Ramps	421	-	-	-	200,000	200,000	200,000	200,000	800,000
May Preview 1056 - Holiday Drive Reconstruction Design		-	-	200,000					200,000
Proposed 1056 - Holiday Drive Reconstruction Design	421	-	-	150,000	-	-	-	-	150,000
May Preview 1614 - Metropolitan Bikeway Improvement		-	-	250,000	-	-	-	-	250,000
Proposed NA	421	-	-	-	-	-	-	-	-
May Preview 1231 - Sidewalk Gap Program		-	-	-	200,000	200,000	200,000	-	600,000
Proposed 1231 - Sidewalk Gap Program	421	-	-	175,000	200,000	200,000	200,000	-	775,000
May Preview 1291 - Neigh Curb/Sidewalk Repair		125,000	125,000	125,000	125,000	125,000	125,000	125,000	750,000
Proposed 1291 - Neigh Curb/Sidewalk Repair	421	125,000	125,000	100,000	125,000	125,000	125,000	125,000	725,000
May Preview 1306 - Neigh Street Repair		825,000	825,000	825,000	825,000	1,000,000	1,000,000	1,000,000	5,575,000
Proposed 1306 - Neigh Street Repair	421	825,000	875,000	825,000	825,000	1,000,000	1,000,000	1,000,000	5,525,000

Mr. Lindsey said the next set of projects I'm going to go through are the Dedicated Sales Tax. Neighborhood ADA Pedestrian Handicap Ramps. We did have a change there where when we came to you on May 17th we had \$50K and we did pull \$50K out of the Dedicated Sales Tax. We do have \$800K within the Debt budget for ADA so there will be some funding there. It's not new, but there is \$800K a year there.

Also, Holiday Drive Reconstruction Design, we dropped it \$50K from \$200K to \$150K and then the Metropolitan Bikeway Improvement was \$250K and it was dropped \$250K, but we do have money there in Debt.

Mayor Pro Tem Bynum said, Mr. Lindsey, if we could stop and have a question on Holiday Drive.

Commissioner Markley said my understanding is that project is going to start within the next couple of weeks and be done in September or October so how are we not going to pay for it. I'm just trying to figure out what we're not paying for or whether that's a different Holiday Drive Project. **Brandon Grover, Asset Coordination Manager for Public Works**, said there are actually two phases to the Holiday Drive Reconstruction. The first one we're funding out of the 2018 dollars of the regular \$200K, that will be the reconstruction. The \$150K we got a new

estimate on the monitoring system that we're going to put in and that will be what's used in next year's budget, the \$150K. **Commissioner Markley** said perfect.

Mr. Lindsey said I'm going to pick back up with the Metropolitan Bikeway Improvement. This was being funded out of the Dedicated Sales Tax for \$250K. It's actually moved to another fund where there will be \$250K. It's not in your document today, but we are producing new pages where that will show up.

Also, the Sidewalk Gap Program did not have \$175K in the Dedicated Sales Tax when we met with you on May 17th and it does now. The Neighborhood Curb & Sidewalk Repair, we decreased it \$25K from \$125K to \$100K. The Neighborhood Street & Highway we decreased it \$100K from \$925K to \$825K.

2019-2023 CMIP CHANGES FROM MAY SPECIAL SESSION

CASH FINANCED PROJECTS

CMIP	Page #	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
225 – Community Development									
Parks & Recreation									
May Preview AUTO - 2060 - NRSA Parks		-	-	200,000	500,000	500,000	500,000	-	1,700,000
May Preview AUTO - 2082 - NRSA Improvements (City Park)		-	-	580,000	-	-	-	-	580,000
Proposed 2082 - NRSA Improvements (City Park)	423	-	-	780,000	500,000	500,000	500,000	-	2,280,000

Within the Community Development Block Grant, we're funding the Neighborhood Revitalization Strategy Area from there. The only change there was that we consolidated the project. None of the dollar amounts changed. It was a \$780K project and we consolidated the dollar amounts from when we first met with you on May 17th to what's in the budget document.

2019-2023 CMIP CHANGES FROM MAY SPECIAL SESSION ADJUSTMENTS TO PROPOSED

	CMIP-Debt	Page #	2018 Original	2018 Amended	2019	2020	2021	2022	2023	FY18-23
Streets										
July 12th	AUTO - 2020 - Hutton Rd. and Leavenworth Rd. Intersection Reconstruction		-	-	-	100,000	400,000	200,000	-	700,000
July 23rd	1609 - Hutton & Leavenworth Rd Intersection Reconstruction	428	-	-	-	1,000,000	4,000,000	2,000,000	-	7,000,000
Streets										
July 12th	State Ave and Village West Parkway Int. Improvements		-	-	-	250,000	-	1,100,000	-	1,350,000
July 23rd	State Ave and Village West Parkway Int. Improvements	428	-	-	-	-	-	-	-	-

This last page is adjustments to the proposed budget document. There were a few things that we had to adjust where it came out in the original budget document that we were getting pages so the Hutton & Leavenworth Road Intersection Reconstruction Project, we missed some zeros on it so it goes up in 2020, 2021 and 2022. Also, the State Avenue Village West Parkway Interchange Improvements, we're pulling that out of the budget.

Mr. Bach said that concludes our changes or modifications to what we had and, hopefully, that is very clear to you and you will be able to see the budget pages if you have questions to it and we will go from there.

Commissioner Philbrook said just for information on the State Avenue & Village West Parkway Improvements, are you pulling it out because the State is not moving forward with theirs? Is that basically why? **Mr. Grover** said there are a couple different reasons, but that's one of them. The other one is that we applied for another grant to the Mid-America Regional Council and unfortunately didn't score high enough in that one to get the funding we needed to move forward so we decided to pull it this time. We will be reevaluating other potential solutions to some of the issues it has that are a more cost-effective manner.

DATA DRIVEN STREET MAINTENANCE

Presented to at Budget Workshop on July 23, 2018



Mr. Bach said our next section is on the Street Preservation Program. This is a program our Public Works Director came in and put in as a new initiative to put forth and you were good enough to fund it for us to move forward so with this I'm going to turn it over to Jeff Fisher and let him start the presentation.

Jeff Fisher, Executive Director of Public Works, said we've had a few conversations over the last year and a half about Street Preservation, about doing things differently with street maintenance and preservation. Now we have a new baseline. We have really good data and we're going to hit a couple of highlights in a minute.

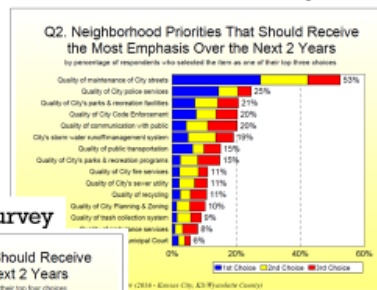
THE IMPORTANCE OF A TRANSPORTATION SYSTEM

- Support Economic Vitality and Quality of Life
- Safe and Efficient Movement of People and Goods

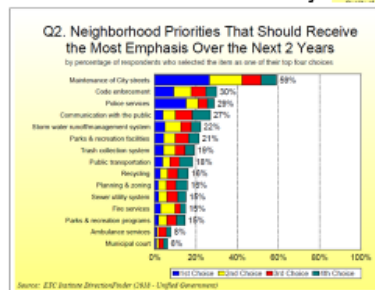
Primary Goal of Street Preservation

- Get the most life out of the asset with the fewest amount of dollars
- Improve citizen satisfaction with streets

2016 Citizen Survey



2018 Citizen Survey



I think we would all agree the importance of transportation system, really at the end of the day is to improve that economic vitality and quality of life for our community. It is also about safe and efficient movement of people and goods. Our primary objective with street preservation is really simple. Get the most life out of the asset for the fewest dollars and then also obviously the UG is always interested in improving customer satisfaction.

SET UP FOR DATA COLLECTION

- February of 2017 – The need for accurate and modern pavement condition data was identified
- March 2017 – Additional funding was budgeted for the collection of ROW data including pavement condition, curb and gutter condition, and sidewalk condition, etc.
- September 2017 – Infrastructure Management Systems (IMS) was contracted to drive all the street segments
- April 2018 – Data collection effort was completed and analysis of street segments began
- July 2018 – Initial report including network value and network PCI was delivered to the UG
- Fall of 2018 – Additional analysis to be completed on pavement condition that will allow treatment program development and prioritization

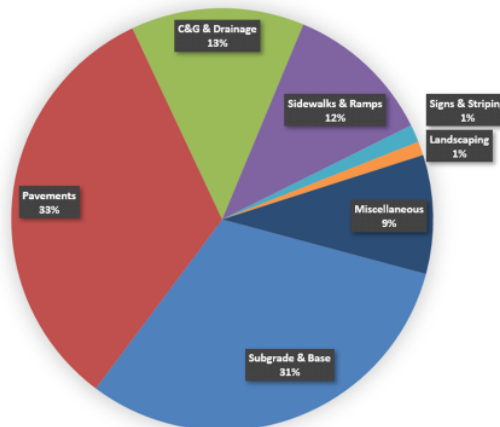
I should mention those last two community surveys that was the community's most important. They thought we needed to place the most emphasis on street maintenance by far.

July 23, 2018

To highlight how we got here late '16, early '17, staff started talking about what are those systems that we're using to determine the needs and to strategically invest in street preservation. We identified—we really needed data and so early '17 that data collection effort was funded. In September IMS was contracted by the UG for data collection with their mobile unit. That work was completed in April and then early July staff started receiving information from IMS particularly and initially the Pavement Condition Index ratings and so we're going to highlight that real quick. In September we will follow-up with Standing Committee with a little more detail and additional data like curb condition rating so that will be interesting and then be able to forecast needs multiple years out.

NETWORK VALUATION

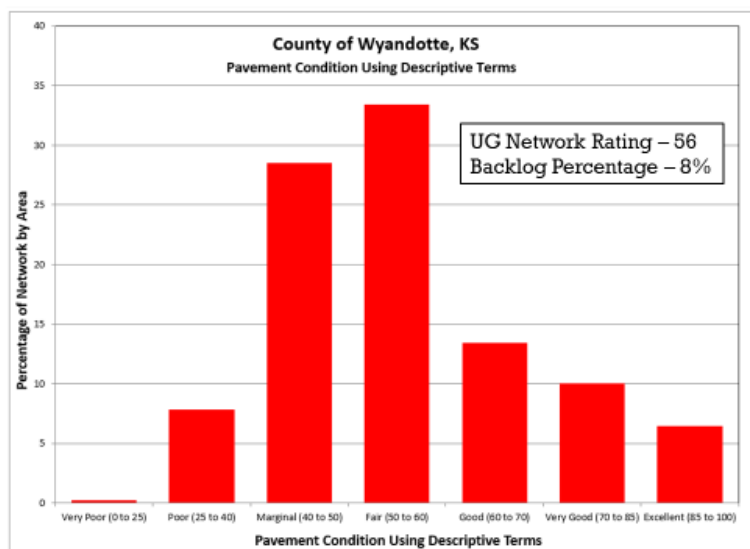
- Overall Network Value = est. \$1.02 Billion
 - 74% of Value in the Surface, Base, and Drainage
- Current spending
 - \$4.0 M Annually
 - 90% on Pavement (mill and overlay)
 - 9% on ADA Ramps
 - 1% on Striping and Signing



This I thought was an interesting slide. It's the pie chart that came directly from IMS report. They've estimated the UG's street system just slightly over \$1B in value and I think a couple of noteworthy items are the C&G, the curb and gutter and drainage at 13% of that and subgrade and base at 31%. I think that kind of tells me our focus maybe should shift a little bit to protecting—you know we talk a lot about pavement conditions, we don't talk about how drainage can affect the road. I mean staff knows that drainage and pavement integrity are it. That's how we manage pavement, but we haven't been allocating dollars deliberately towards drainage and so how do we think about that differently going forward.

I will let Brandon highlight the next few slides and then we will talk about some conclusions.

NETWORK RATING



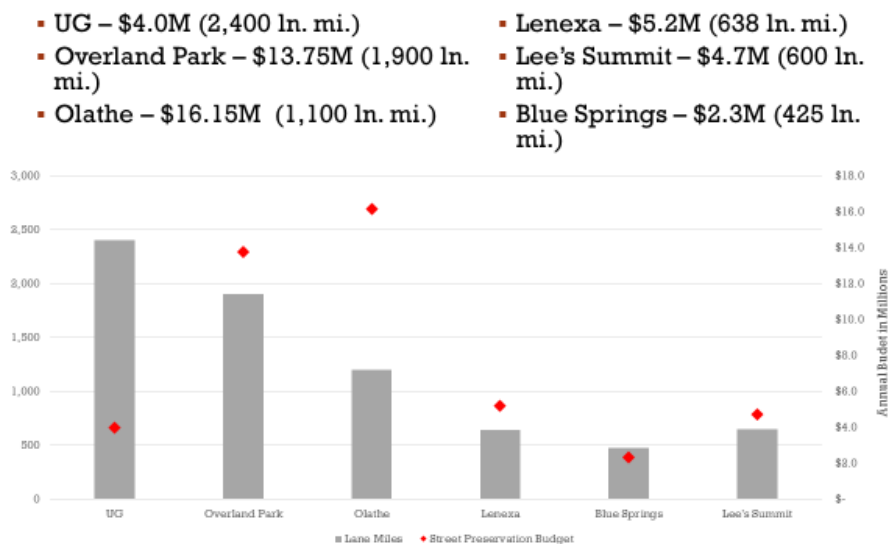
Mr. Grover said as anybody who has been around the pavement world long enough knows or heard the acronym PCI which stands for Pavement Condition Index. That's one of the key factors of how your quality of pavement or your roads are rated. The graph we have on the screen here shows our network PCI. What you can see here is that our network PCI is rated at 56. This is below the national average of 60 to 65 and also the other word you see up here is backlog percentage. When most people hear backlog, they think of just work that's sitting on the backburner. That's not the case here. Backlog in this instance means that the amount of roads we have that are below a 40 PCI which means there is no more treatment method you can do to them other than really a reconstruction. Those are the ones you see over here on the far left of our graph. These last two bars while it does look impressive that we're only at 8% and they're rather small, the next two bars you see are very large. In fact, that's 63% of our network is in these two ranges which have a very fast tendency of falling off the edge to where the only thing you can do is rebuild them. It can get very costly very quickly if we don't look at managing these in an appropriate way.

Another good way that a lot of companies look at or a lot of industry people look at the value of a network or the grading of a network is the percent excellent which is the percentage of your roads above an 85. As you can see, we're right over here—we're currently sitting at a 6.5% which is a little bit below where they like to see at 15, but we're getting there. We've made some vast improvements in our arterials over the last couple of years given some of our larger Capital

projects. We've also made a concerted effort in our neighborhoods over the past few years with allocating more money to our Neighborhood Street Resurfacing Program.

Mr. Fisher said I might add that information is straight from IMS which is the UGs third party data collection partner and also staff pointed out earlier today this seems to correlate very well with the customer service—the customer satisfaction survey and their concern with street maintenance and that there needs to be a lot of emphasis on it.

REGIONAL PAVEMENT PRESERVATION BUDGETS:

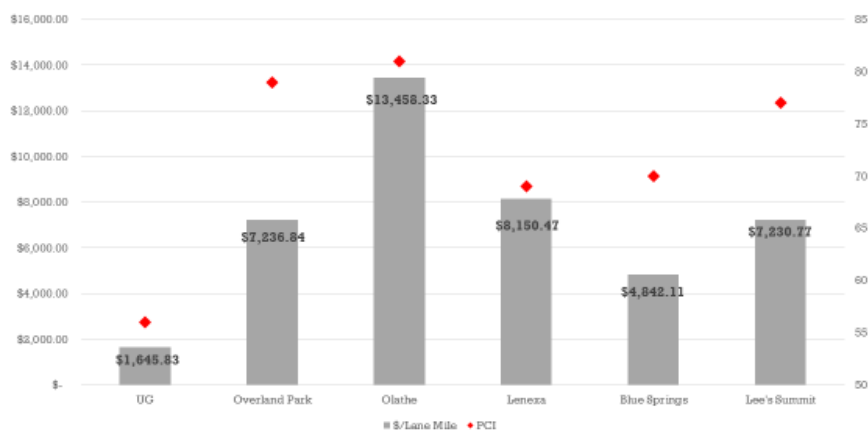


Mr. Grover said the next slide we're bringing up shows you just some of the regional comparisons, some of our cities around the area on what they spend per year for pavement maintenance and what their lane mile is that they maintain. The first number you see up here and the first gray bar is the UG. We spend approximately \$4M a year on our pavement maintenance and we maintain 2,400 lane miles. Comparatively you can see some of our other partners in the area with the gray bars significantly less lane miles. Take Overland Park for instance, 1,900 lane miles and their budget is \$13.75M annually on their pavement preservation alone. You can see that trend follow along through the rest of the graph and through the rest of the numbers. If you look at the red diamonds that are on the graph, those are what the pavement budgets are so you can see ours down here in this area. We're consistent with these cities that maintain between 400

to 650 miles of road. We're six times that size at a fourth of the budget at least. These are just some things to consider as we're moving forward into our future budget cycles.

REGIONAL BUDGETS TO PCI COMPARISON

- UG – 56 (2,400 ln. mi.)
- Overland Park – 79 (1,900 ln. mi.)
- Olathe – 75 (1,100 ln. mi.)
- Lenexa – 68 (638 ln. mi.)
- Blue Springs – 70 (475 ln. mi.)
- Lee Summit – 77 (600 ln. mi.)



We wanted to show this information in a little bit of a different way and that is dollars spent per lane mile. Again, you see the UG in our first bar over here sitting here at \$1,600ish per year per lane mile if we were allocate everything across the board. Some of our other cities around the area are spending upwards of around \$7K to \$13K a year on their roads. A big discrepancy again but what it gets you as you can see in the little diamonds there on the screen is our PCI ratings. You see our PCI down here at 56, some of these others are well above that in the close to 80 range so it's just something to keep in mind as we start looking at how much—or what do we want our roads to really look like and how much are we willing to put forth an effort into that. It's going to take some work and we know that but as we crunch this data a little further we will be able to get some better, some more finite numbers and program these dollars out showing you what we will actually be able to touch each year with different kinds of programs.

Commissioner Burroughs said the numbers that you're showing, does that include curbs or does that just the pavement itself? **Mr. Grover** said that is just the pavement itself. **Commissioner Burroughs** said in many parts of our community we have no curbs or sidewalks so that is why we

are probably getting more lane miles per pavement than we're investing or is it just a thin overlay? **Mr. Grover** said typically our treatment method has been a two-inch mill and overlay for at least the past 10 years, that's really what we've done. Before that there were some other treatments that the UG did internally that has gone to past and we don't do those anymore internally. We're looking to getting back to that internally as well as third party and bid that out through our bid process. The curb issue is something we haven't really began to address until this year as far as replacing curb with our Mill & Overlay Programs. Since 2011 we've done the ADA ramps but that's because we were mandated to do that by our consent decree but curbs themselves haven't been something we've addressed until this year. This year alone we're replacing about 25,000 feet of curb with our Mill & Overlay Program.

Commissioner Burroughs asked do the other communities that you've shown here, do they do the curbs and concrete intersections as well as the mill overlay all at one time when they do their street projects? **Mr. Grover** said most of these cities have a concrete repair program as well as a pavement repair program or an asphalt repair program. A lot of cities do concrete intersections themselves as their own piece of the pie because they do take such a different kind of wear and tear as opposed to the striving street itself.

Mr. Fisher said I think the big difference between at least a few of those cities and the UG is that Overland Park, for example, they believe in chip seal. They have been using chip seal for a long time and you can see the results and so this is really about outcomes. You know what you spend versus what the outcome is. Olathe will never use chip seal. Their community decided not to. They decided that a long time ago. They use a different product that's very effective and their outcome is very effective. Lee's Summit has a very mature Street Preservation Program so the three, Overland Park, Olathe and Lee's Summit are mature Street Preservation Programs. They are very good at it. They all use different methods and that's what we want to model after. There is a need for chip seal, there is a need for microsurfacing, another technique called UBAS (Ultra-thin Bonded Asphalt Surface), we plan to use all of those just using different criteria to determine which one is best and condition ratings.

Commissioner Murguia asked how many miles of road did you say we have. **Mr. Grover** said 2,400 is the number that's lane miles. We're at about 1,100 centerline miles. **Commissioner**

Murguia said I like the way you're approaching the road issue. I think it's a good idea and I think we will see some improvements. I don't want to add to your burden or anything, but I just know in my district and say I suspect probably Commissioner McKiernan's district and I don't know about the other urban commissioners, but I have several feet of road in random places that lead to one house. Typically, that house is boarded-up and not occupied or abandoned or whatever or sometimes I will have a resident that lives at the end of a very long road. It might be less expensive than redoing those roads is to take a look at the urban area and where the parcels sit at and how we can eliminate some of the road we need to maintain. It's not only roads like that, I will give you one example, the Street Department has a terrible time getting their large standing trucks and their snowplow equipment up a hill and I want to say it's 13th Street. It's made of brick and it's so steep that the trucks can't make it up to the top to plow the street. There's only three houses at the top of that hill and prior to that there are no houses. It seems like there would be a more practical long-term solution. When I ask to have it overlaid, it's not going to do any good because the steepness of the hill is too steep and you're not going to be able to get up it anyway.

That might seem like an isolated incident, but I would be glad to, on my own, because I know you're busy enough provide you with a number of streets where if you could eliminate those, I think that would be helpful. **Mr. Fisher** said I think we could certainly consider eliminating streets. Also, generally speaking, if it's a low-level service road and it doesn't make any sense to eliminate it, that would be a chip seal candidate in my view. We have a lot of dead ends or cul-de-sacs you know with a handful of houses that go low traffic, those certainly as long as the pavement conditions warrant it, would be chip seal candidates to me. Then, a little bit higher level ADT you know volume, a higher level of service and then you get into microsurfacing and even higher what I mentioned earlier is a UBAS candidate. Those are some criteria points.

Commissioner Murguia said if you want my help, I would be glad to provide those to you because I get complaints all the time and there is nothing we can do about it. If you can't get the truck up there, the plows there, regardless you're never—but they say we pay taxes and we deserve snow removal. I don't know what the solution is.

Mr. Grover said we're starting to be much more progressive in our ways of thinking about treating things like this so issues like that that have come up in the past that have historically been there is nothing we can do, we're finding ways to do things now whether it be through a

different treatment, whether it be potential buying of land that is adjacent to it that's not as inaccessible, there's avenues we can look at and potentially come up with some solutions.

Commissioner McKiernan said I just want to echo Commissioner Murguia and say I love this data driven approach, but it does seem like lane miles per like square area us compared to Overland Park, I don't know, we seem to have a high number of lane miles per square area. Is that a function of being an urban community with a lot of old closely packed neighborhoods? Is it a function of something else and it's not necessarily something we need to get in here, but I guess to kind of echo Commissioner Murguia's question, are we maintaining lane miles that aren't in productive use? It sure seems like we've got a lot of lane miles compared to other communities in the metro and in Overland Park, in north Overland Park I mean that's an older more urban type neighborhood setting so it seems to me they have quite a grid of streets. Just something that at some point down the road, I would love to follow-up and learn more about. **Mr. Fisher** said the County Administrator brought that up earlier. We're a county size system. This is a county size system, 2,400 lane miles and there are no revenues from the County like in other counties where you've got cities with smaller systems and then a County that's taking care of the rural routes so it's a little bit different in that way.

Mayor Alvey said part of I think the problem we're facing is that we do have an older road system and have not been maintained perhaps to the level they need to be over the years and so it's just bringing additional burdens upon the entire budget. **Mr. Grover** said that's actually really correct, Mayor. There's actually twofold to that, the fact that our network system in town or on the eastern side was developed so long ago and as seen some turnover that hasn't been fully taken advantage of. Also, you have to look at some of the western roads that were built to old county standards and have just been overlaid and haven't been rebuilt properly and aren't holding up to what we would classify as a standard road. We recently went out and looked at a neighborhood that was built less than 12 years ago and there is 4" of asphalt built on dirt. We actually stuck a piece of surveying equipment down almost 12" and did not hit anything solid past that 4". We are exploring multiple options. One Jeff will kind of touch on in a minute but I'm going to steal his thunder a little bit, we're looking at going out and starting to do street cores for some of our roads that we're seeing base failures, we're seeing other potential issues. That way we can really figure out what

the road is made out of and figure out what our best course of action is for repairing it or resurfacing it.

Mayor Alvey said so it was not just the western. It was probably any of the township roads. I know the street I grew up on it was (inaudible) and then it was tar and gravel and then it was just overlaid when the city took over. There really is no base and anytime the mill and overlay happen it really doesn't last that long. **Mr. Grover** said absolutely. That's some of the information we're getting out of this slide right here with our network rating on it. We're doing a little more analysis on these 40 to 60, these two big bars; we're going to have the company break that down into much smaller segments. That way we can see where those really lay and see if there is a big large disparity of them in the lower category that could be beyond really anything already once we figure out what kind of base there is or see what else we could do, but you're absolutely correct. **Mr. Fisher** said particularly if the drainage system isn't working well. If we're not moving water through the system alongside the roads effectively if it's ponding, getting into the subgrade, that just makes it worse.

TRANSITION UNDERWAY

- Purchased 2 pothole patchers, allowing Street Maintenance to address issues in a more effective and efficient manner
- Including curb and gutter replacement/repair as a part of the Neighborhood Street Resurfacing Program
- Created an internal curb repair crew within Street Maintenance to make repairs that do not qualify for full project consideration
- Beginning to use different surface treatments (micro-surfacing, etc.) as a part of pavement preservation
- Updated the Right-of-Way code and increased enforcement for street cut repair
- Will begin routine coring of streets to determine pavement thickness and subgrade conditions
- Additional training for staff



Mr. Fisher said we haven't been waiting on the data to start making change. We've purchased the pothole patchers. One has been in operation and one will be in operation in September/October. We've got a curb and gutter replacement/repair as a part of our Neighborhood, they mentioned it earlier. Before we were doing very limited curb replacement in our preservation program and our street resurfacing, now we're doing much more of that starting this year. We've got an internal

curb repair crew that handles that 10 to 50-foot segment, that kind of size projects. We're using different surface treatments starting this year, the micro-surfacing in particular. Next year we plan on doing some chip seal in certain areas. We've updated the Right-of-Way Code and enforcement of the right-of-way regarding the street repairs. We mentioned earlier coring of streets and then we've added additional training for staff particularly inspectors and the personnel involved with street preservation.

CONCLUSION — DATA DRIVEN

- The UG now has good data and a system to use and maintain the data
- The UG can make decisions based on the data and will soon be able to project the needs and strategic investments several years in advance
- Part of the approach forward will be the "Best First" mindset to protect the good assets and extend life
- PW staff is working with Finance staff to evaluate the possibility of 10-year bonds for surface treatments
- Staff is evaluating the potential for reducing Capital Projects levels and increasing the commitment to neighborhood pavement, curbs, and alleys.
- Initiate a deliberate, organized ditching program to reduce the risk to the subgrade of roads without an enclosed drainage system
- Re-institute an in-house crack sealing program and continue to provide the right equipment and training to maintenance staff



Now, the important thing is we have really good data. We can make good decisions going forward multiple years out. Part of the approach going forward that I'm recommending to the County Administrator is the "Best First" approach which we haven't figured out how we're going to do that exactly. We will probably know more in September like I mentioned earlier. Using that microsurfacing, that chip seal, those types of treatments, the UBAS for the next 3 to 5 years real heavily, protect those good streets. We get 5 to 10 years out of those streets then we can kind of come back and start looking at those more serious issues and then ask staff to work the finance to see if we can use 10-year bonds. Ten-year bonds or some version of that would allow us to spend that money on the surface applications. Right now, with a 20-year bond we can't do microsurfacing or chip seal because you can't get 20 years out of it. If we can use 10-years or some accounting standard, then we can do more of that and the next 3 to 5 years really make a dent in it and then a ditching program. I mentioned the drainage, making sure these ditches—there's nothing wrong with most of the ditches, they just have to be maintained properly and if we can help folks, if we can shape them so that they're very effective and easy for folks to maintain,

that would be ideal until curb and gutter, if ever, is added. Then, reinstitute an in-house crack seal program. Crack sealing is one of the best uses of my Street Preservation Program and we have to get back to that and get real serious about it. We're renting a machine this year for staff to get trained up on and next year we'll do the same and then maybe in year three, we're buying crack seal machines that we're using in-house.

Commissioner Philbrook said I've looked at some of the areas you've put crack seal on. I'm watching. I'm just waiting to see how well it works and I will ask you some other time about the certain locations and how long you expect those locations to work. Having said that, now that we're doing all that work on Leavenworth Road, you're watching them very closely to make sure their using all the appropriate drainage I'm guessing and the right stuff and putting down the right base, so we don't have to spend a whole lot more money on replacing that anytime soon. **Mr. Fisher** said that's the idea. **Commissioner Philbrook** said I know I put you on the spot, well no, but it is kind of important because if we have it done right then we don't have to put so much money in it again.

Troy Shaw, County Engineer, said part of what you will see on projects like Leavenworth Road, those are projects ran by the UG and KDOT as well in partnership with KDOT funding and those are inspected much better than what we've done on residential developments in the past that are built by developers. That's part of what Jeff was talking about, getting inspectors training and finding a way to actually inspect those streets and not just rely upon the developers and their consultant to say yes, we built this the right way. That's where a lot of those issues we've come in with streets that are 10 to 15 years old that have issues, but most of the ones, I say this and I'm going to get myself in trouble probably, but most of the ones we build they're inspected properly and we're much more convinced of what's actually built and how it's built.

Commissioner Philbrook said to follow-up with that question would be does that mean you guys are going to be really watching the new development out off of Hutton Road as they redevelop their structure? **Mr. Shaw** said that's the goal. That's what we're working towards finding a way to do that and making it so we know what's built and have a higher level of confidence in what we have out there. **Commissioner Philbrook** said oh cool, so when they take care of the new—that stuff that's happening at State Avenue & Turner Diagonal, you will be in there too. **Mr. Shaw** said yes.

Mr. Fisher said I will leave you with one thing really quick. PCI right now it's 56. The area around us is in the upper 70's. What does the UG want their target PCI to be. We don't have to answer that tonight but maybe at the Standing Committee in September we can talk more about that. **Mayor Pro Tem Bynum** said I think that's a great idea, set a target.

Commissioner Murguia said you said the PCI was 56. **Mr. Fisher** said currently it's 56. **Commissioner Murguia** said you're going to implement the strategy in '19? **Mr. Fisher** said yes, the bulk of the new strategy will begin in '19. **Commissioner Murguia** asked at the end of '19, where will our PCI, whatever you called it, be. **Mr. Fisher** said you will be able to project that and that's what we're going to share more about in the Standing Committee in September and future discussions. This is preliminary raw data essentially. **Commissioner Murguia** asked you will be able to give us a projection. **Mr. Fisher** said yes.

Mr. Grover said it's kind of similar to the little exercise that we did back in October/November where I pulled up the website where you could choose the different treatments and everything. Because we haven't done the full analysis on our network yet, we don't know what treatments are going to be put out and we won't be able to figure out what that does to our network rating until we know those. That we're having done this fall and we will be able to bring it back to you with some more data. **Mr. Shaw** said like Brandon said, the program we're getting related to Lucity will help. We can play with the numbers and say okay, we have this funding and we do these treatments, what will that get us. It should be very beneficial.

Mr. Bach said I think everybody will look forward to coming back to see where we go in September as we build on this strategy of analyzing the data and knowing what we're doing to continue to improve our streets.

K-7 INTERIM STRATEGIES

LEAVENWORTH & WYANDOTTE COUNTIES

Mr. Bach said the next section on this is the K-7 & Parallel recommended improvements along with KDOT. One of the things you'll note just in the title that's up here on this one, it says K-7 Interim Strategies. I think when we're looking at the K-7 area it's something that has a long-term strategy gets out there over 20 years or maybe 30 so we're looking at what happens in the next years and what can be done to keep that to be a good road within the metro area. With that, I will turn this over to Troy Shaw, our County Engineer.

K-7 Corridor Improvement History

- K-7 Corridor Study completed in 2006 by KDOT
- Multi-Jurisdiction Committee formed
 - K-7 Corridor Committee
 - Wyandotte, Johnson, Leavenworth Counties, etc.
 - UG, Leavenworth, Lansing, Basehor, Bonner Springs, etc.
 - KDOT
- Subsequent Studies for intersection design alternatives
- Held community meetings to solicit input on proposed designs
- KDOT 90% Construction funded with opportunity to grant fund remaining

Troy Shaw, County Engineer, said where this came from is we're back here to present a little bit about the K-7 Corridor and more specifically the intersection of K-7 & Parallel. We brought this to you as one slide in our CMIP presentation in May. It had a slide about the proposed RCUT at K-7 & Parallel. It's in the budget now so we want to give you more information. Commissioner

Walters had some questions about it and so we wanted to fill you in and let you know what exactly it is and what all it involves. I also have Carla Anderson, KDOT Traffic Engineer, here as well as a couple other representatives from KDOT; LeRoy Koehn, who is a District Engineer, and Jason Van Nice, Area Engineering with KDOT. I'm just letting you know they are here, so they can help answer questions if there are any, relating to the corridor as a whole.

A little bit of history about the K-7 Corridor. In 2006 KDOT completed a study, basically it was looking at the whole corridor and what the ultimate outcome should be for that corridor and how it should all fit together. The final conclusion of that study showed separated interchanges at one or two-mile markers depending on what type of roads are there at the time. That being the case, that's obviously an ultimate solution many years down the road and very expensive to obtain. Based off that study and moving a little further in the future they formed the K-7 Corridor Committee and that consisted of multiple jurisdictions; cities, counties, including KDOT that would look at that corridor and figure out and just analyze issues that were with it and try to make it function as one corridor and not individually through every different job—municipality.

In 2015 KDOT completed a subsequent study that looked more specifically at what we can do interim or for the time being because of some of the safety concerns that our present corridor is currently in and also for the traffic operations and how traffic flows and is utilized in the corridor. Through this study there was multiple meetings held that were stakeholder meetings. From what I've heard, I was not in attendance at those, those were before my time but there were very good turnouts from residents and people involved and KDOT could answer that more specifically if there are questions about it.

Where that led to is what's been proposed at K-7 & Parallel which is an RCUT. We've recently received 90% funding for construction to do that RCUT at that intersection. There is also an opportunity to receive the remaining 10% in another grant for construction that we're in the process of working through right now. So, why are we focused on K-7 & Parallel?

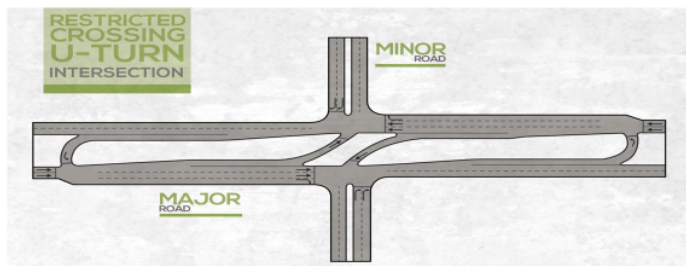
Intersection Crashes 2011-2013

- ❑ Total number of crashes at intersections = 110
- ❑ Number of fatal crashes = 2
- ❑ Number of injury crashes = 36
- ❑ Total crash rate is greater than State Average
(0.98 vs. 0.86 crashes per million vehicle-miles travelled)
- ❑ Injury crash rate is greater than State Average
(0.28 vs. 0.18 injury crashes per million vehicle-miles travelled)

As many of you know there have been many accidents there, some fatalities, a lot of injury accidents. This is just a document from the study from 2011 to 2013. As we all know, there has been many more since then and we can get you that data if you would like to see it. It's not just the number of accidents but if you look at the crash rate compared to the rest of the state, it's higher, it's up; there is definitely an issue there that deserves being looked at and seeing if there is a solution to it.

Safety Improvement Strategies

- ❑ Reduce Number of Signal Phases from 8 to 2
 - ▣ Minimizes the time at stop lights
- ❑ Reduce the potential from traffic motion conflict points.



What are we looking to do with that and what will help with that? As the study was looked at there is a possibility to reduce the signal phases from 8 phases to 2 phases. That increases the green time and decreases the stop time throughout there if you're only focusing on 2 movements versus 8 movements. That will help reduce some of the accidents from rear-end collisions. There

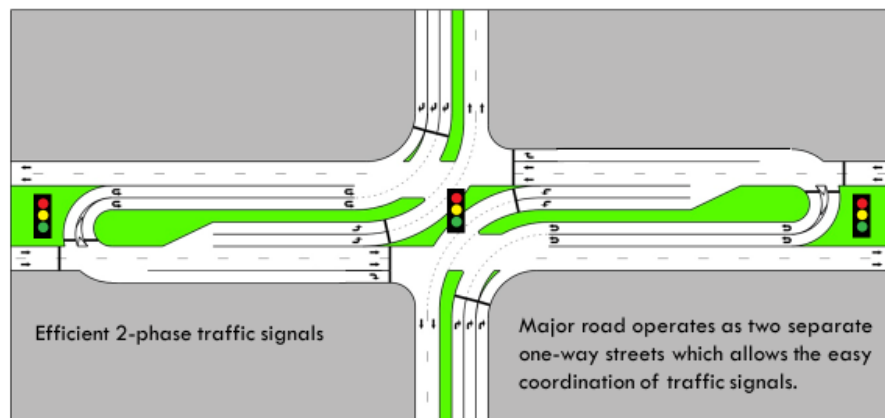
will not be people sitting there if they're able to move through the intersection. You're also reducing the number of conflict points which I will show in a minute. First, I'm going to give a one-minute video of what an RCUT is and how it functions. This is from FHWA (inaudible – video started).

Reference Videos

- <https://www.youtube.com/watch?v=634TxomYsZ4> – Synchronized Street or Superstreet in Holly Springs, NC
- <https://www.youtube.com/watch?v=AxliLzv-GOA> – FHWA video RCUT Case Study in Holly Springs, NC
- <https://www.youtube.com/watch?v=h69Q7-W7Fs0> – VISSIM video that gives you an idea about signal phasing

Video was played. **Mr. Shaw** said like I said, that was a very quick video.

K-7 Superstreet



This is a diagram of what they showed you in that video and what it looks like in the plan view. A signal in the middle in the main intersection and then two additional ones at where the turning is. Those signals are synchronized together so they work well. It's just like a typical intersection one can't be green when it's not supposed to be, the other one can't be red when it's not supposed to be. The way it's set-up and the signals are linked together the same, it's just a typical intersection, they're just in a different spot so they're still tied together, and they're still coordinated but this is just an example of what that looks like.

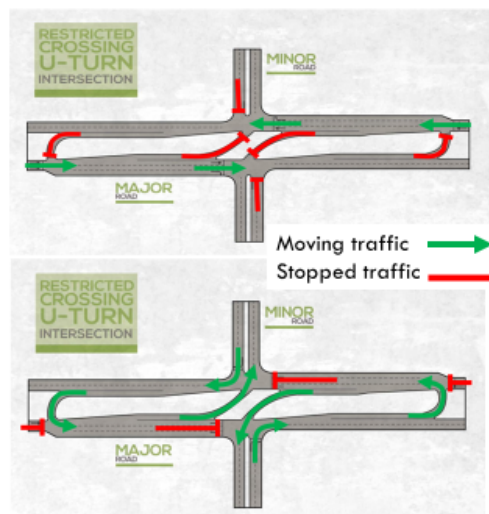
2 Phase Traffic Signal Operation

□ Phase 1 = major through movements on K-7

- Approximately 80% of all traffic
- 2-phase signal means longer "green" time and significantly fewer stops on K-7
- Fewer stops means fewer rear-end collisions

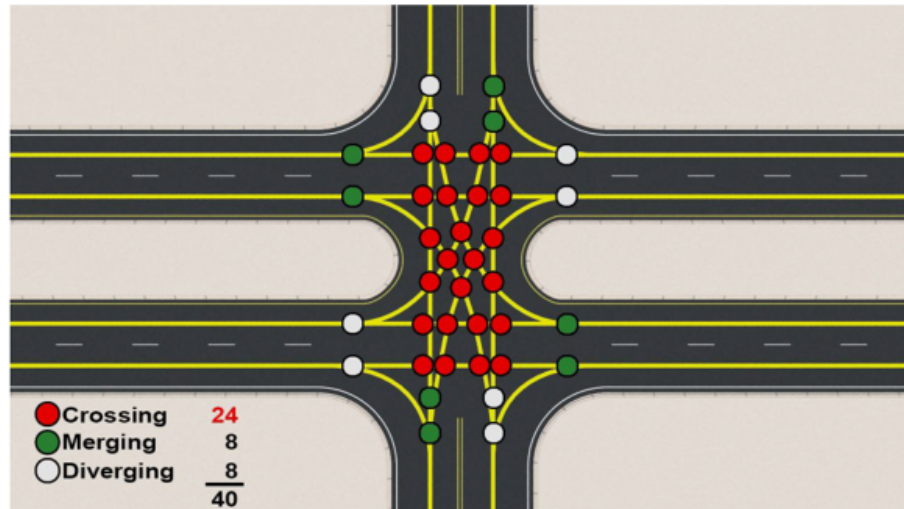
□ Phase 2 = minor turning movements onto and left turns from K-7

- All side street movements initially turn right
- Side street left turns and through vehicles travel a longer path, but may take less time due to less delay at a "red"



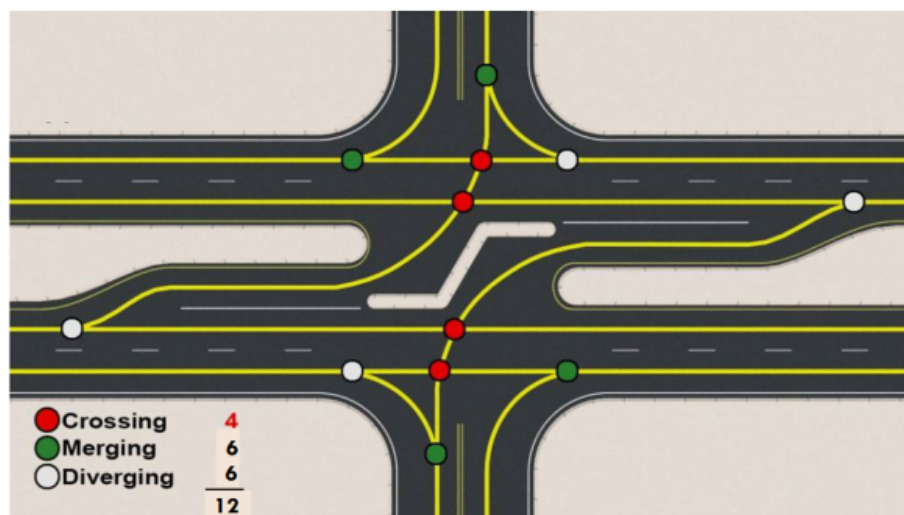
This is a picture of the 2 Phase Signal. Basically, greens operate all at the same time and the reds operate all at the same time, only two phases. If you look at the bottom one, there's two separate ones, but the bottom one would be signals just like that previous picture. That's how the 2 Phase works, and it shows and we can explain that more if you have questions about it.

Vehicle Conflicts – Conventional Intersection



The other thing mentioned was the conflict points. Reducing the number of conflict points reduces the number of accidents. This is a typical intersection, this is very similar to K-7 & Parallel. There are 40 conflict points that you can have in this intersection including 24 crossings which are ones that really lead to the severe injury and fatality accidents.

Vehicle Conflicts – RCUT Intersection



The RCUT, this is—it's missing two. It's supposed to be 14 but because it's missing the two merging conflicts that would be at the turn radius outside the diagram, but it's a 14 conflicts points with four crossings. It's really reducing the conflict points quite a bit and the data shows that doing that will reduce accidents quite a bit.

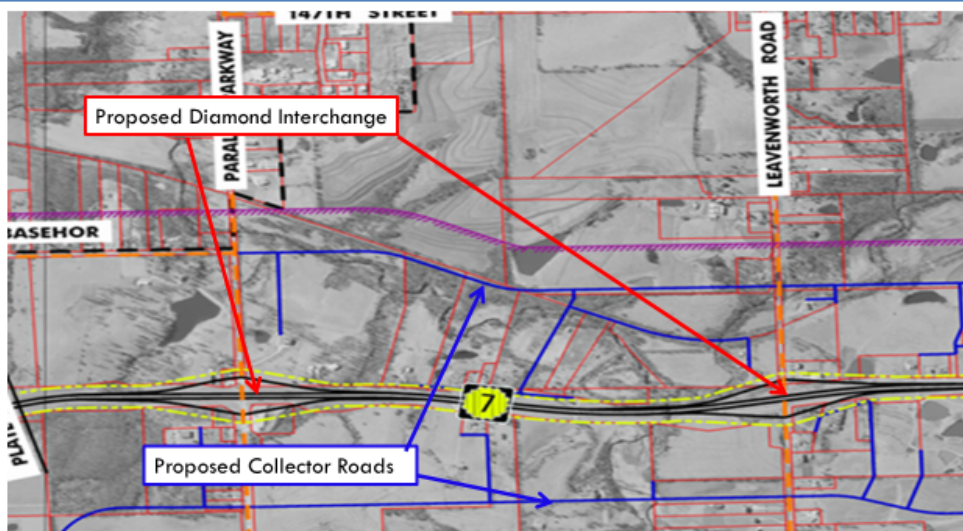
Nationwide Implementation Results

□ **10 States:** Alabama, Louisiana, Maryland, Michigan, Minnesota, Missouri, North Carolina, Ohio, Virginia, Texas

- | | |
|---|---|
| <ul style="list-style-type: none"> □ North Carolina – 13 RCUTs <ul style="list-style-type: none"> ■ 50% reduction in total crashes □ Tennessee – 4 RCUTs <ul style="list-style-type: none"> ■ 80% reduction in total crashes ■ 100% reduction in fatal and injury crashes □ Missouri – 5 RCUTs <ul style="list-style-type: none"> ■ 35% reduction in total crashes ■ 54% reduction in fatal and injury crashes | <ul style="list-style-type: none"> □ Minnesota – 4 RCUTs <ul style="list-style-type: none"> ■ 40% reduction in total crashes ■ 70% reduction in fatal and injury crashes □ Maryland – 2 RCUTs <ul style="list-style-type: none"> ■ 28-44% reduction in total crashes |
|---|---|

This is sample from 10 states that are using the RCUTs. You can see the data from some of them. I'm not going to read you all of them, but it reduces accidents and reduces severe accidents by a long way based on what's happening. That's what we're looking for.

Long-Term Vision for K-7 is a Freeway



I just included a picture at the end. This is from the KDOT study. The ultimate layout of what we're looking for but that's 30+ years down the road so we need something to improve safety now, not just wait for 30 to 40 years to build separated grade interchanges. **Mr. Grover** said feel free to look at any of those other YouTube links that were on there. Some of them discuss a little more about how development builds out around there; whether it be commercial, whether it be residential, and others are just more in-depth about how it really works and is more efficient.

Commissioner Walters said so we don't have any data newer than 2013? **Mr. Shaw** said we do. It's just we were asked to put this together, so I had to use what I got. We can go to PD—I do have data from 2015 to 2017 in front of me. **Commissioner Walters** said I just saw this a month or two ago and I think I raised this with the Commission at that time, I'm not in favor of this approach whether it's interim or permanent and 30 years sounds almost permanent. I see that the crash rate is higher than State average by what, 15%. Okay, I could make some suggestions on how to lower that if you're interested. The speed limit here is 65 miles an hour, you could lower that. A stoplight at a 65 mile an hour road is somewhat problematic. We have intersections here in our city where you have limited sight distance. We put up additional signage and in some cases we have flashing lights to signal ahead. I understand a lot of these accidents are rear-enders, inattentive drivers or high rate of speed. Something is causing people to have problems at this

intersection and I don't see that the State or the City has done anything to try to address that other than to try to propose this project.

On to this project itself, I'm looking for a way to save the State some money and us too and by eliminating this project I think would be a great way to start. I think it's a major inconvenience for our citizens. If you could flip back to the diagram showing what's proposed. Just imagine—on this diagram west is to the top I think so if you're going west on Parallel from the bottom of the screen and you want to go straight through the intersection, you stop at the stoplight at K-7, you turn right, you hit another stoplight where you're trying to make a U-turn, then you proceed through your U-turn and you hit another stoplight when you come back to Parallel. You go through three stoplights and all your trying to do is go through the intersection. That's a major inconvenience for our citizens that are in this area and if the idea is to decrease the amount of time it takes to get from point A to point B, which I understand the State is interested in, and increase safety, I think there are other better ways to do this.

My proposal is that we not proceed with this project. We notify the State that we're not interested in proceeding with this project and that we take it out of our CMIP Budget. I yield to Mr. Kane. **Commissioner Kane** said the Mayor first. **Commissioner Walters** said, Mayor, excuse me.

Mayor Alvey said first of all I want to appreciate the fact that you have outlined the process that KDOT has engaged to bring this proposal forward. It seems to me that on several accounts this is the best solution for interim. Obviously, 30 years is a long time and the ultimate solution would be a diamond interchange but in the interim, in the interest of safety, I think that I would suggest that we continue to move forward with this project. KDOT has done due-diligence to try and arrive at a solution that is first of all cost-effective and most importantly safety conscious and I do understand Commissioner Walters concern that this is an inconvenience. I would suggest, as I tell my kids, one or two minutes of time is not a tradeoff for one's life or someone else's life.

Commissioner Kane said well, Mayor, I wish you were here because this will be the first time I've disagreed with you since you've been Mayor. I'm with Commissioner Walters. I attended those meetings, the K-7 Corridor meetings, they not one time ever mentioned that. I drove there yesterday and it's kind of lopsided. I don't see the advantage of this at all. You go down to

Osceola Cheese and you make the flip down there and you damn near get creamed while you're down there. These folks are traveling at high speeds and I think that awareness would be better than wasting a lot of time and money and I think some of this may take away from the development that could happen out there. You can't imagine how much traffic is there two times a day and all this is going to do is hinder the traffic. I know these guys say you know what, this is the greatest and everything else. I talked to some of my constituents and they said do they live out there. I said I don't know, but one thing I do know I think this will be a pain for all of us and it would be an expense that we don't need to incur, even the State.

Commissioner Burroughs said I know going back and forth to Topeka we have the rumble strips just prior of getting to the toll booths as well as—there's another road up there that has those also that slows you down and brings to your attention that you're coming into a high track area or an area to slow down. Do you know if KDOT has consider putting kind of a rumble strip in addition to the signage that was mentioned earlier, a signal ahead, intersection ahead to draw your attention to reducing the speed prior to traffic signals? **Carla Anderson, KDOT Traffic Engineer**, said no, we would not probably consider rumble strips in a high-speed situation like that for people driving through the signal and they have a green. They would have to drive across those rumble strips and that would cause varying speeds which could cause more crashes. Rumble strips are typically used for a stop condition all the time so if you're coming to a stop sign and approaching or slowing down all the time like for approaching a roundabout.

The corridor study studied several things; traditional adding lanes and some people call it a continuous flow which is an indirect left turn design and then the RCUT. According to the studies that we have for a long time the RCUT is the most beneficial for that location to reduce crashes, reduce conflict points, and to keep the flow of traffic. Since that's a heavy corridor of commuters and driving heavy traffic on K-7, which I do drive it, and I attended all the public meetings. I have family in Leavenworth so I'm familiar with the area.

My office, we manage the federal funds for highway safety improvements and if the City approves, you all approve to do this, you're getting a big if not almost all that money for 2021 so this would be a big benefit for you guys. We have a competitive bid process and it did weight pretty highly with the amount of money that we've offered.

Mayor Alvey said perhaps what we need to do is to compare the data that was collected on the other measures that Commissioner Walters suggested to what was proposed today because I think if it comes down to it, we really have to err on the side of safety over inconvenience. I know that's a difficult tradeoff but, again, I would like to see the stats, the data that was collected from the engineers from KDOT to show this is in fact superior to the measures recommended by Commissioner Walters.

Commissioner Philbrook said I was also at a lot of those meetings and I'm sorry, Mike, I do remember those suggestions of those particular things. They came up like two or three different ones and probably the discussion came along as that being a corridor between Leavenworth and Johnson County as a major highway that they were using and they didn't want to hinder the flow of traffic as much as it's been by the all stop four-way stop type thing. This is one of the things they came up with and so I know that Leavenworth was really excited about this sort of style. That's what I remember anyway from our discussions is that kind of action. **Ms. Anderson** said we talked a lot about it—in fact there's another meeting tomorrow and some of those public informationals one of things I remember hearing was the public was not interested in having stop signals, stopping conditions, a signal at almost every one of those intersections. So, yes, this was an option. You're correct, this was an option that would keep that traffic flowing. As Troy mentioned, it reduces the phases to the signals so you can do a 2 Phase Signal which gives the main flow of traffic the go most of the time.

Commissioner Walters said maybe we're having a semantics issue. There are stoplights on K-7 at this intersection. In fact, you're adding a second stoplight. No matter how you signalize it, the north south traffic gets the priority for the amount of green time now so I don't know how you're saying that other than eliminating a 15 second left turn signal every five minutes for people who are westbound on Parallel, I don't see how you're going to make a significant change to what's there now. In fact, the State just added a signalized intersection to the K-7 Corridor when you redid the I-70/K-7 Junction. There are several signalized intersections starting at Kansas Avenue. Your new signalized intersection that you just added, the other half of the signalized intersection at I-70, a signalized intersection at 130th Street and now we pick on this one and then there are several intersections directly north of this and I think this is an interesting overkill for one

intersection on this road. I really dislike the solution and the way this is going. Maybe inconvenience is the wrong term if you're trying to measure inconvenience versus safety. I think we can do other things that would improve safety without installing this solution.

Mayor Pro Tem Bynum said the question that I would like to get clarified is what budget year is this sitting in. **Kathleen VonAchen, Chief Financial Officer**, said I was just looking at it and I passed over it, I think it's \$300K in '19 and another \$300K. **Mayor Pro Tem Bynum** said '19 and '20. **Ms. VonAchen** said I might have the years wrong. **Mr. Shaw** said it is '19 and '20. **Ms. VonAchen** said that's our piece. The rest of it is funded—**Mayor Pro Tem Bynum** said State funded.

Commissioner Kane said I don't think we have to settle this tonight. I would like to see some of the other options that I saw before and let the entire Commission see it than just us because obviously two of us are never going to agree to this, but the rest of you all can, but you need to see the other options too. **Commissioner Murguia** said, Commissioner Kane, isn't this in your district—**Commissioner Kane** said I don't want it. It's my district. Do you want to vote right now? **Commissioner Murguia** said yes, okay—**Commissioner Walters** said actually the left side is in my district. The right side is in his.

Mayor Pro Tem Bynum said I would just chime in and say it's also in my district and I would say that when I said at the intersection of K-7 & Parallel I am very nervous. It makes me very, very nervous to drive at the intersection of K-7 & Parallel particularly when I'm going west. If I'm going west and I am facing west and I am on Parallel and I'm at K-7 and I'm either going to go straight or turn left, I'm a nervous driver. It causes me concern. **Commissioner Walters** said I don't understand that because you're thinking that they're suspecting a 60 mile an hour car coming and they won't stop? **Mayor Pro Tem Bynum** said that's one possibility, but the other one is that when you are going east on Parallel coming up to K-7, you're on a little hill and so if you're not being an attentive driver, you might come through that intersection because you're not paying attention and you might wipe me out while I'm trying to make my left-hand turn, just one example. **Commissioner Walters** said that option applies a dozen times up and down that corridor. **Mayor Pro Tem Bynum** said I'm only making my point in regard to the safety of the

intersection. **Commissioner Kane** said if we're going to fix one, why don't we fix them all? **Mayor Pro Tem Bynum** said I guess we have to start somewhere.

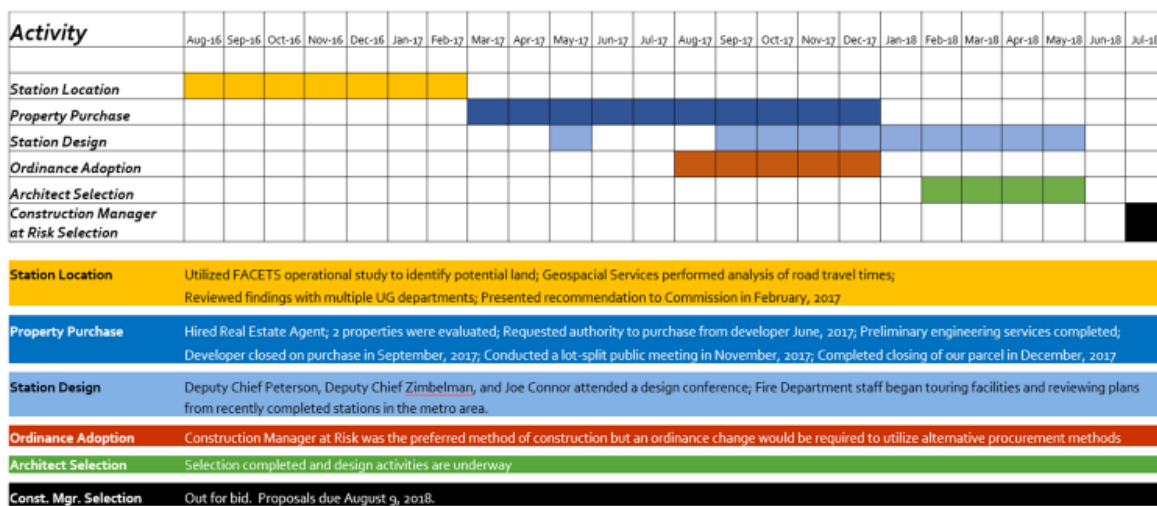
Mayor Alvey said it seems to me that we ought to defer to the engineers at the Kansas Department of Transportation because in fact this is their duty, this is their responsibility, this is their training; otherwise, what would be the point of engaging them. It seems to me the data used to drive this decision and our personal preferences and our own personal experiences really need to be trumped by the data. If KDOT can come back with data to show this is a safer solution than any other measures that might be—and the simple matter here and I really think we ought to defer to that, I agree with Commissioner Kane that this is probably not the reason we decide this, I think the data again has to drive this. If we don't defer to the engineers, I don't know who we defer to. **Mayor Pro Tem Bynum** said thank you. I appreciate that.

Mr. Bach said I believe we can look at what data we have and I don't know if there are available other options that were considered. I remember going to the workshop and seeing these and I can't remember what else was done when we had those community meetings when we went through them. If we can maybe bring some of that back in a week and at least show that to the Commission, I mean there might be a couple of options we have that we can work on to think about as we look at our budget perspective that would allow us to keep something in place as this is evaluated and not have to make a decision on it one way or the other. As you're saying, KDOT is slated for 2021 when the project work would happen—**Mr. Shaw** said 2020 I believe. Our fiscal year versus KDOT's fiscal year is different so there may be—**Mr. Bach** said okay, that's the difference. If we can go through that, we will kind of target it for next week to figure out how we can move this along or not.

WESTERN FIRE STATION TIMELINE

Mr. Bach said this one was a question asked by Commissioner Kane about the Western Fire Station and specifically he asked us to come back and provide a timeline as to the work taking place on this station. I'm going to turn this over to Assistant County Administrator Joe Connor and Acting Fire Chief Jack Andrade who have been working on this project.

WESTERN FIRE STATION ACTIVITY TIMELINE



Joe Connor, Assistant County Administrator, said what I've put together with the help of Public Works and the Fire Department was kind of a goal keeping time in looking at the activities that we undertook to get to the point where we are today. There was a lot of moving parts on this particular

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thing and I've tried to summarize it the best as we can. I'm going to go through each of these activities and I'm going to first start with the station location exercise that we went through. I'm going to ask Chief Andrade to walk us through that.

Jack Andrade, Interim Fire Chief, said coming around now are some diagrams that you should be familiar with. In 2017 in February you guys all looked over of how we picked where the location is at Leavenworth & Hutton Road. I'm going to walk you through a little bit of how we picked that location. The GS Department prepared an analysis utilizing three demand points for the Piper area station. The three points they looked at is vacant tracks, vacant subdivided land and improved land. As you all should recall, an analysis was shared with the commissioners at the beginning of February 2017 that showed four-minute and eight-minute response time of a single apparatus. Currently in the Piper area we make that four-minute response time 34.8% of the time and adding a station in this location is going to increase it by 32%. If you have any questions on that packet or information I just gave you, I will take questions at this time. **Mr. Connor** said just to reiterate some of the points that the Chief was talking about, there was a team of us working on this. Notably Public Works, Planning, members of the Fire Department to go through this different exercise. We came to you in an executive session in February and asked for authority to start moving forward on property purchases in that area.

The next activity was the property purchase itself. You gave us the authority to move forward with that. We hired a real estate agent to represent us as a straw buyer because none of the property we were targeting was for sale, so we had to start approaching landowners with the best potential to figure out if they would sale and what would their interest be and things along those lines.

We came back to you in June of 2017 in an executive session to recommend the purchase of the ground where the fire station would be built today. At that particular point in time a developer was purchasing the ground from a bank and we were purchasing the ground from the developer, so we were kind of second in line in the transaction process. The developer was not able to close on his parcel which was the largest parcel, about 45 acres, until September and then we could start to move on our part which we were required to do a lot split because we weren't buying exact parcels. That wasn't scheduled until November and then we executed the close on—actually the closing of making it UG property in December 2017.

During that particular time, we also had started the station design process and I think it was mentioned last week the two Deputy Chief's at the time and myself did attend a Station Design Conference. **Commissioner Kane** asked when was that. **Mr. Connor** said May of '17. Then the Fire Department itself was actually going through some other exercise and I will let Chief Andrade talk about what they were doing.

Chief Andrade said during that time we searched for new stations that were built in the region. Some of those stations are Pleasant Valley, MO, Kansas City Missouri Station 39 at 47th & Sterling, Shawnee Station #72 and then Eudora Fire Station. We've reviewed those stations and we looked and gathered information and we met with Archimages at least a half dozen times with a committee of individuals from Firefighter all the way up Assistant Chief for the Fire Department and they've been meeting to figure out what would be best suited in the Piper area. We're looking at how many bunks we should have, how many bay stations there should be, how many bathrooms, should there be a training facility or a common area for the community to utilize in that area. Right now, we have a rough idea of what we would like and now we're looking at how much it's going to cost versus how much is budgeted. That will be skilled down to meet the needs of our budget.

Mr. Connor said the next activity that we had was an ordinance adoption and I'm going to let Jeff Fisher talk about that a little bit, but the preferred method that came out of both the conference that was attended and with the Juvenile Center coming on line and also with the staff at the time, was the Construction Manager at Risk so I will let Jeff kind of walk through what needed to happen for us as a City to make this happen.

Jeff Fisher, Executive Director of Public Works, said Chief Jones at the time was very clear that he very much wanted to work with the architect directly and so that helped form the conclusion that we needed to go Seymour. To me, that was Chief Jones request. I want to work directly with the architect because this is the first facility we've built in a while and I want that, so Seymour was the best. Along the way we were also working on the Juvenile Center and through that Legal needed to make some updates to the Code to setup Seymour for City funded projects and we worked real diligently on that and completed that in December. Those are really the components of Seymour and how we came to that delivery method.

Mr. Connor said at the conclusion of the ordinance adoption an RFP was prepared for the architect selection which was completed in May and then we followed that up with the bid for the Construction Manager at Risk which proposals are due for that on August 9th of 2018. That's

kind of brought us up to this point. I don't know, Jeff, if you want to speak about what's proposed to happen this year. **Mr. Fisher** said I have spoken with staff. We have a couple of Project Managers in the Engineering Division, actually Water Pollution Control. They're going to manage the sewer portion of that project. I believe they have everything in to Legal needed to secure a few easements. Barring any issues with that, they will be able to get sewer in the ground this year. They were fairly confident in that. I think starting construction, moving dirt around something like that before winter sets in has some pros and cons so I think having Seymour onboard, the Construction Manager at Risk, I don't think we want to make those kind of decisions until we have that partner onboard and helping our architect.

Mr. Connor said that kind of brings us to where we are today, so we will stand for any additional questions.

Mayor Pro Tem Bynum asked did I understand correctly possible construction to start late this year with a completion date of when. **Mr. Fisher** said I think we would be able to construct the sewer portion of the project that's going to serve this facility and that development around it this year. Moving dirt for the facility itself I don't think we're ready to determine that yet and then I don't have a completion date until we have that Construction Manager at Risk onboard helping the architect design it and develop the project approach, I really can't answer those questions.

Commissioner Kane said well now we've went from the fall to the winter. I mean boy—when we started working on this and I realize some of this that we had no control over, but we didn't do anything on it for a while. I don't know why we would have one person in charge of I want to do this and I want to do that. We're supposed to—we want something built, let's get it built and we voted on it last budget. I would have thought, and obviously it wasn't important to staff because they do anything. I would have thought by now we would have moved the dirt, we would have started working and we're not and now we're saying we can build the sewers, which is great, I'm all about that. Somebody give me a timeframe. Give me 2019, 2050, somebody tell me something. We don't have a timeframe, we don't think we can get this done in 2019? **Mr. Connor** said I think what we should be doing from this point on is once the CMR gets onboard and the timeframe and the bid—or the drawing documents are finalized, we come back to the Standing Committee monthly to provide updates. **Commissioner Kane** said that's a good start, but that doesn't answer

my question. How long does it take to build a fire station? Has anybody called around and asked how long it takes to build a fire station? **Mr. Connor** said I think we can provide that to you but I guess the fire stations they looked at—I mean you may be able to respond to this Jack, but they're all a little bit different. I know like in the city of Shawnee they were required to build a road because of where they were so—**Commissioner Kane** said I don't doubt there are some infrastructure issues that we have to get going, no doubt about it. When are we going to start building the fire station?

Mr. Bach said we will start it as we—I mean the sewer project is the first part of it and that goes with it so that's the groundbreaking. I mean that will go as we get on the site to run that sewer up to it and then at that point is when we will be knowing how it's locating and I think it's a decision whether or not we actually do the grading of the ground prior to this winter or we wait until after the winter. I think that's a judgment that the engineer makes, right, when they come into it and say—**Commissioner Kane** said that's what I was talking about before. The more you push this back, if we're not going to do anything in the winter, we're going to sit on it, we might start building in the spring—I haven't got a good answer yet. **Mr. Fisher** said I think it's possible we could start before winter. That really will depend on the Construction Manager at Risk input on this project. We will certainly start construction early in '19. When it's going to be complete, I can't tell you that.

Commissioner Murguia asked do we manage our own projects like this. **Mr. Fisher** said we will manage this project. **Commissioner Murguia** said so we don't outsource these to developers. **Commissioner Kane** said this cannot be that hard folks. **Mr. Bach** said we will hire a Construction Manager. That's what we're out for bid now, Commissioner, if that was your question. **Commissioner Kane** said can we ask—can somebody on your decision-based, Mr. Connor sir, maybe when we have our Standing Committee you come up and says this guy says once we get the sewers in and get all that in, it will take six months or it will eight months or it will take nine months; that's all I'm asking for. **Mr. Bach** said yes, we will have that. That will be the time they give us and it will be a decision-based. Some of that the variable will be on that based on what kind of fire station we're going—I mean what we end up with, the actual end product with them and whether or not that's a 12-month build or an 18-month build. **Commissioner Kane** said, Joe, when you went to class did they say anything about that? **Mr.**

Connor said about length of time? **Commissioner Kane** said yes. **Mr. Connor** said the presentations were based on that. It just kind of depends on the part of the country, the weather, what you had to do to it, there was no—**Commissioner Kane** said I would like the exact addresses of the fire stations they went to see.

Commissioner Murguia asked is the reason that these kind of projects take such a long time to get going is because we don't really build a lot of new stuff and we manage them internally and we don't really do that very often so we're having to set up a whole group of people to manage a project like this. **Mr. Fisher** said the UG had not used Seymour previously so to the Juvenile Center and so it did between the fire station and the Juvenile Center the Code had to be set up accordingly. I think in this case, as Joe was pointing out, was in this case the length of time really was dictated by station location work and then securing the property. That really was the critical path and in the meantime we were setting up Seymour so that when we were ready we had the Code to support the delivery method. **Commissioner Murguia** asked what took so long to acquire the property. **Mr. Connor** said it was a piece of property that the developer was trying to buy and we were buying it from him. **Commissioner Murguia** asked so, what took so long. **Mr. Connor** said he was trying to close on his end and we couldn't close until he closed and so we were kind of at his mercy. He agreed in principal to sell it to us, but we couldn't move his transaction along any faster. We had to wait for him.

Commissioner Kane said, Mr. Connor, when you went to this class or whatever, did they have a presentation that you saw while you were there? **Mr. Connor** said multiple. **Commissioner Kane** asked could we get a couple of them. **Mr. Connor** asked what particular would you like to see. **Commissioner Kane** said a little bit of everything. Not the entire detail, but something that says you've got to look at this, you've got to look at that, and each area is different because each Fire Department is going to want something different. There's no doubt about it. **Chief Andrade** said there is a course going on September 20 and 21 just north of the river in North Kansas City. It's a day and a half class that anybody can attend. It costs \$195 per person. **Commissioner Kane** said if I'm not out-of-town for work, I want to go.

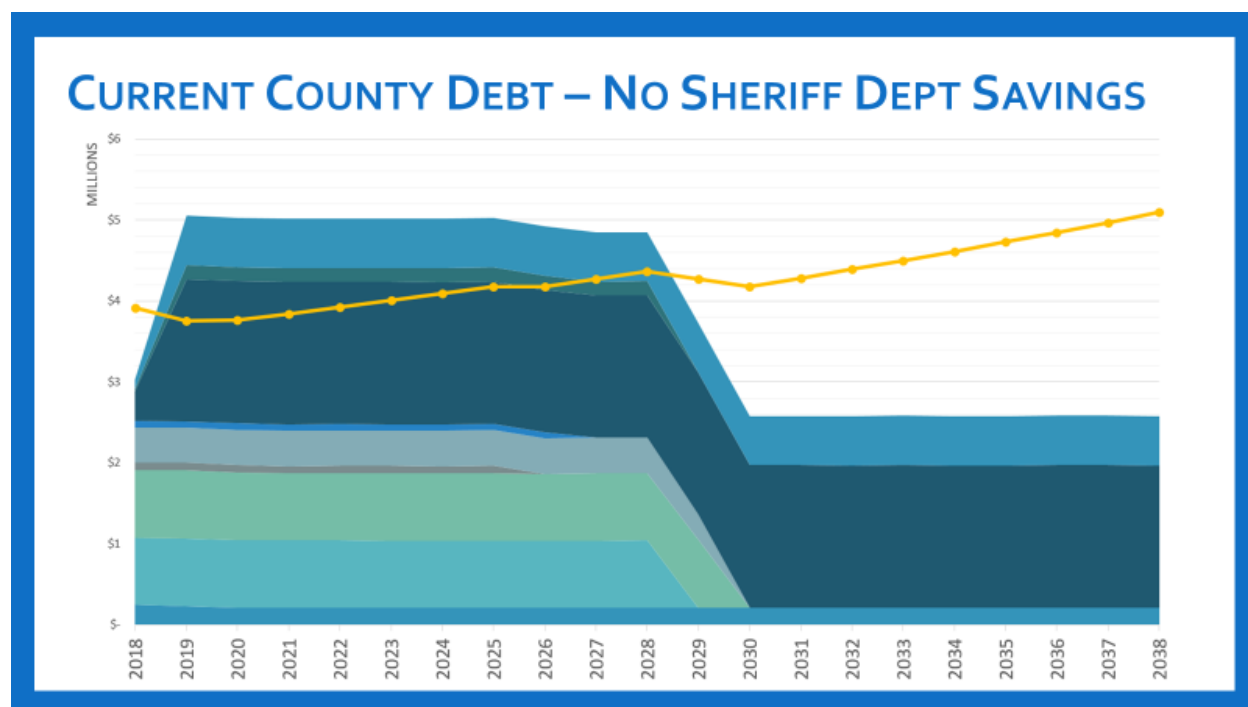
Commissioner Walters said just an observation and maybe this is systematic of other projects that several commissioners have talked about, there is no urgency on this project. We authorized it a year ago and we've been thinking about it for 13 years and to sit here today and adhere that we still haven't decided exactly what it is we want to build out there is really astounding to me. I would have thought that if this was such a priority that when we funded this project a year ago we would be off to the races and that's clearly not the case. I think from what I hear from other commissioners on other projects it's systematic of an issue that I think we need to address.

Commissioner Burroughs asked how long did it take to build the latest station that we built. That one was about 15 years ago maybe out by the Speedway. **Chief Andrade** said 19 years ago. **Commissioner Burroughs** asked how long and how much did that station cost us. **Chief Andrade** said I will have to get that for you. **Commissioner Burroughs** said it might give simplices as to the exact timeframe of what we're dealing with. I know State Avenue is a major corridor and we're talking about going to a greenfield and extending sewers out there, but if we're going to build infrastructure we might as well look at the economic opportunities along that roadway to the fire station but we have a blueprint in place. That station is one of the nicest stations we have in the community and this shouldn't take over engineering to come up with a fire station that meets the needs of the community. We know what size equipment that's going in the fire station, we know what equipment is going in the fire station; I would think just as commonsense would determine how many square feet we need, lay it out, get it built. If we need to make changes as we go along, at least we've got a place to start from. We have a great footprint out there on State Avenue. I'm just a little surprised that we can move other projects forward really quick, we can expedite things that come into the community like maybe a grocery store, we can expedite that pretty quickly, but we're having trouble dealing with a fire station that deals with the public safety of the people of this community. That's a little concerning.

Mr. Bach said as Mr. Connor said, this group will report back to the Standing Committee every month of the status where we are and move this along. **Mayor Pro Tem Bynum** said I would like to confirm that would be Public Works & Safety Standing Committee. **Mr. Bach** said that will be.

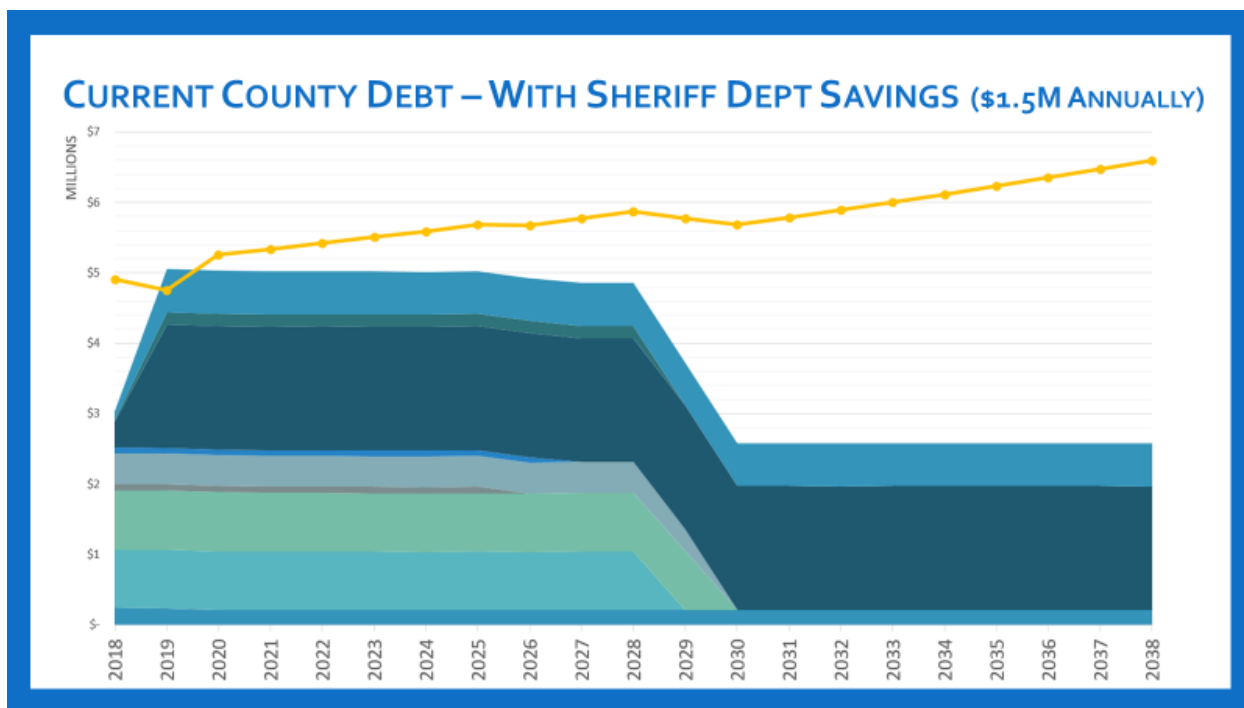
COUNTY/PBC DEBT PROJECTION WITH JUVENILE PROJECT

Mr. Bach said this next item is our—as we’re going through we talked specifically about how we were going to do the debt related to how the flow of funds are coming in and when we brought forward the change or modification to the Juvenile facility it obviously had some impact on our projections for debt. We put together a couple of graphs that we’re going to walk through and show where we’re at and then also how reliant we are upon the transfer of the savings that was all anticipated to be part of this from where we farm out or no longer farm out our inmates. With that, I will turn this over to Debbie Jonscher.



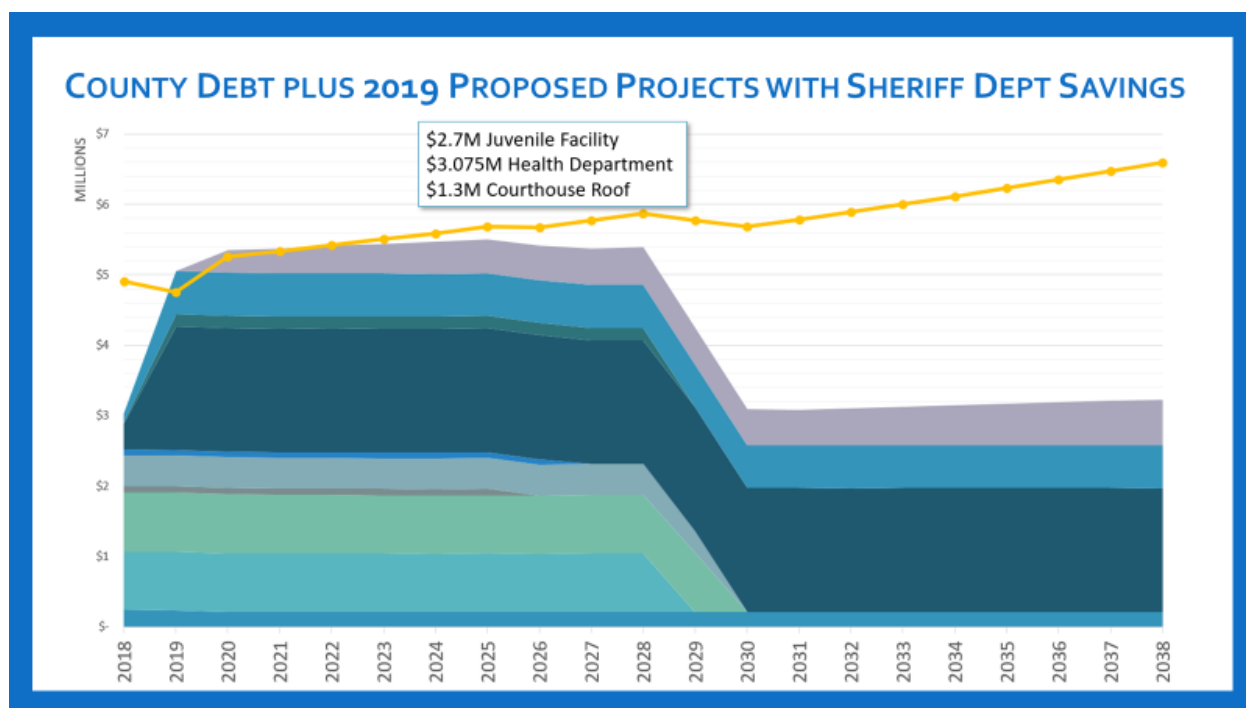
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Debbie Jonscher, Deputy Chief Financial Officer, said we will start with the first graph. As Doug said, we have several graphs showing some different scenarios for the County debt. This is a graph showing the current County debt that has been issued through 2018. This graph looks different from previous graphs that you've seen and I will explain why. As I said, the debt that you're seeing that we stacked on here is all of the debt that is up through 2018 and that does include the Juvenile Center PBC Bonds that we issued this year as well as the additional bonds issued for the improvements to the Adult Jail. The difference we have here is on the revenue side. Currently the revenue that's showing here is all revenue but we have not included the savings from transfer from the County General Fund. Currently the amount that we have budgeted in 2018 and 2019 for that transfer is \$1M. What you don't see on this graph is the transfer that we made. We started making transfers in 2017. We had additional savings in the County General Fund and we transferred \$1.5M knowing that the full payment of the Juvenile Center debt was going to come on in 2019. The debt on that bond issue was about \$1.7-\$1.8M per year. That's what this graph shows. It shows that currently without that transfer the revenue is significantly below—what we're bringing in is significantly below what the annual debt service on all of the County debt issues is.



This next graph we've added in the transfer of savings. As I said, in 2018 and 2019 we currently have \$1M budgeted for that transfer. What we've done from 2020 out to 2038 we've budgeted in

a transfer of \$1.5 for that transfer each year. If you recall, when we issued the bonds, the revenue source to pay back that debt was going to be the transfer so we've built that in. We've also assumed in here that the property tax—the increase on the property tax revenue is 2.8% so that would assume growth each year on the valuations from the property tax revenue.



The final graph we have here is showing the same scenario but now we've added on the additional projects that are currently proposed in the 2019 Budget. There are three funding's proposed. One of them is the \$2.7M of additional funding for the Juvenile facility. There is \$3M in Health Department Building upgrades that are proposed and then there is an additional \$1.3M for the Courthouse Roof Replacement. Both the Juvenile facility and the Courthouse roof currently have debt issued on them. These are additional amounts in addition to what's already been issued. The Health Department is a brand-new project. As you can see in 2019 we are using fund balance to cover a little—it's about \$300K of debt would be covered from the current fund balance that we have. Our projections for the fund balance at the end of 2019 is \$3.7M and so for 2020, 2021 we're still running fairly close but we are using a little bit of fund balance. When we get to about 2023 is when we start to get ahead, but all that assumes that we maintain that transfer of \$1.5M every year as well as the additional valuation growth to gain 2.8% of additional revenues to this fund.

Commissioner Markley said I haven't been as involved in this Juvenile facility discussion, but I guess I go back to Commissioner McKiernan's question, why don't we just tell them they need to do it for less so that we don't have that placed in 2019 and 2020. Am I right? Am I crazy where we're above the budget because the amount that we initially budgeted for this is not what they are now proposing. **Commissioner Murguia** said I agree with that.

Commissioner Philbrook said I seem to believe that I heard that the gentleman said that he was going to come back with suggestions on reducing that, getting rid of that overage that we're talking about and I haven't heard anything about that. Am I wrong? Did I hear that? He said it to us. **Mr. Bach** asked, Jeff, can you comment to that. **Commissioner Philbrook** said he was looking for ways to reduce that cost. **Mr. Fisher** said I don't remember if we showed a list of the things that we had already considered and things that we could reduce, I could be wrong, and I just don't remember—**Commissioner Philbrook** said let me restate. I believe that our intent as the commissioner's, and somebody smack me down if I'm wrong, that we really wanted to see the dollar amount that he could reduce and bring that down to what we asked for and that's the original amount. Am I wrong? **Mr. Fisher** said we can certainly do that. I can give you an idea what that will look like. It will be cutting down on sort of the quality of things, the façade. **Commissioner Philbrook** said he addressed that but he said he would—we wanted to know the exact reductions and what and he said there are a lot of things they could reduce that wouldn't decrease in the quality of the overall building and safety. Am I wrong? **Mr. Fisher** said I remember that we had proposed—we've already done that. We provided a list of things that would not be quality associated and that we had already went from 29 to 27.5. That's what I remember. **Commissioner Philbrook** asked did he put a number with that. **Commissioner Markley** said I think there was a list of things, but I also thought that we were clear that we were not happy with it still being over budget. I think both things occurred. I think they had a list of things they had already reduced and I think we also said we want to do some more. **Mr. Fisher** said we can certainly produce a list.

Commissioner Burroughs said I think some of those projects was the quality of the glass of how they were going to seat the glass in the front of the building, the quality of the flooring they talked about changing some of the flooring in the entryway and those were just a few of the items that were the higher cost items that they thought they could make suggestions on how we could

cutback, but I think that's all they were, were suggestions and those are usually high-dollar items. Sheriff, I'm looking forward to what you have to say.

Donald Ash, Sheriff, said I think you're correct and also, Jeff, correct me if I'm wrong; I believe the project is out for bid now. It depends on how competitive the bidders want to be and I think Mr. Rowe thought was we think that's going to come in under—as the bids come in we think that's going to come in under so that roughly \$600K—that being said, you're correct, there were some items that he identified that we could maybe change the spec on. Jeff, I'm not sure when the bids close. Are you familiar with it? **Mr. Fisher** said I will have to check. **Sheriff Ash** said I thought he told me by the end of the month or around the first of August, but don't quote me on that. **Mr. Fisher** said it was really important to get that bid going just because of the market and the region so that will be nice to see that and maybe we're way under. That would be the ideal thing but we can certainly report back with better information on that.

Mr. Bach said I think for the bottom line is that the Commission is not comfortable with the projection that we're putting forth and we stick with the original number and then the project will be scaled back. When the bids come in we will be cutting things out of it and we will come back and report what project we will have. His recent and best estimate they had at this time when they went through to do it say we believe this is what the cost would be and there is always a variable within it. Thus, I wanted to come back and show you based on our current debt flow and based on the savings that we—the Sheriff came in and we talked about what we would do by building out the pods and such like that. We would be able to move money over from his budget into this on an annual basis to cover this and with the savings we have we're right there. It's not like we have a lot of extra, but there is some money that's put into the fund balance. I will certainly take your direction if that's the point that we want to cut down on some of the things we have in this, then we find a way to make that happen.

Commissioner Murguia said I just want to say it's a jail for God sakes. When we got the presentation—I'm not sure it's necessary for someone that's in trouble to see a fountain in the front courtyard so I would prefer that it's safe and clean and neat and whether or not they get to gaze out their cell room window and look at a fountain is really irrelevant. I don't think that's necessary.

Commissioner McKiernan said a couple of thoughts that I have and the gentleman from Treanor certainly did indicate that he thought there could be recalculation of the figures to try to get it closer to where we had originally estimated. What I would like to know, and this is not something we need to provide right now, but I guess soon, what aspects of the project crept? Where did it grow? What's the envisioned now that wasn't envisioned as part of the original design thought? Where have we had materials that have increased in costs over what we originally thought about? Where have they changed materials potentially over their initial design thought where the materials are because if we're out for bid right now, it's possible that bid could come in way out of line with even what we're projecting, isn't it? Certainly, we could open the bid and find out oh my goodness we need a couple of million more. **Mr. Bach** said we do have all that information. In fact when we came in the end of June, I can go back and pull some of that information from it because there are a couple of variables—**Commissioner McKiernan** said just walk me through it because, again, I appreciate the fact that we're showing with the transfer and with the savings that we're in fact getting really close to making that debt payment, but what we're also building it on here is the valuation increase that we're anticipating. Part of it is the transfer of the savings, but part of what's up here is our anticipated valuation increase that eventually covers the gap between our original projection and the new projection. I don't know, I guess I'm just disappointed because I had really thought that from the beginning we had envisioned a way to make this happen with our savings and now we're not. So, we're just looking at adding more debt. **Mr. Bach** said the largest cost we had and, Jeff, you can probably pull that percentage—it wasn't an add-on of anything in the facility. We had some of those and that's where we came back and that's what we ultimately issued the bond issue for. When they dug into it deeper and as this annual construction cycle has gone on the percentage of increases per cost per square foot for similar facilities is what they came back to us with and showed us this was going to be a significant increase. I cannot recall the square footage increase, but I want to say it went up—well, you probably remember what the number is, but it was the square footage increase by looking at other facilities that had just recently gone out for bid that were comparable to ours that made them come back and say you're not going to get it for \$24M. You need to move up and that's where this change came from.

Mr. Fisher said that's right. I think we're in the neighborhood of \$50 a square foot increase. **Mr. Bach** said it was dramatic. It was quite a change and a lot of that is due to what's

going on in the economy right now. I mean very strong. There's a lot of big projects going on in the area and I think some international influences too I guess that factor in.

Mayor Alvey said going back to the original presentation, I understood first of all there were some issues regarding the foundation and needing to do more robust foundation, but also the cost because of the tariffs on steel and aluminum, that's driving the cost as well. The only comment I would make in terms of what we might consider to be amenities for the facility, I would like to see the data that shows that in fact that if we do design a facility for juveniles, in what ways does it need to be different than it might be for adults because if we're really looking to prevent juveniles from entering into the system long-term as an adult will simply increase our cost long-term. If there are simple things we can do in the build environment to immoderate those situations, I think we need to make those; however, I do understand that this is an additional burden on our budget. I think we have to take those things into consideration.

Mayor Pro Tem Bynum said, Sheriff, would you say that some of what the Mayor brings up might be available in the jail study that we've seen that led us to this project? **Sheriff Ash** said while I think some of that information would be in there, Commissioner, I certainly think it may be. Commissioner McKiernan, you will recall we really started this about four years ago or so when we were looking at numbers. Those initial numbers that Treanor and the consultants brought us, now those numbers are four years old. They've been refreshed and once again, it's much more than just a Juvenile Detention Center. We've got Juvenile Courts, we've got Juvenile Court Clerk, we've got Community Corrections, we've got, once again, more of a one-stop shop there. I don't think there's going to be any detainees looking out anywhere and seeing any fountains or seascapes or landscapes or one thing or another. It's much more than just a Juvenile Detention Center. It includes the Juvenile Detention, it includes secured detention, but it is consolidating a significant number of functions and employees from the current 812 building to be relocated and collocated in there as well. I think all of those contribute, Commissioner, to probably the creep up of the cost or the expense. I'm going to give you a pinpoint to one or two single things. There are a lot of factors there.

Commissioner Murguia asked how many juveniles do we serve through Juvenile Court annually. **Sheriff Ash** said I couldn't tell you that number. I don't have that number. **Commissioner Murguia** said so just very shot in the dark, is it 500 or is it 50? **Sheriff Ash** said I'm sure it's closer to 500. We have 26 juveniles in custody today. A week ago, that number was 13 so there is great fluctuation from week to week from month to month and nearly all of those—well, all of those that are in Juvenile Detention for any given amount of time are going to be moving their way through the Juvenile Court. **Commissioner Murguia** said, Sheriff, you know I'm not opposed to a facility. I'm just where Commissioner Markley and Commissioner McKiernan are. You know you've done a fantastic job and running things more efficiently. I've always praised all of your efforts and your presentations are very clear and concise. It's just that we are under the understanding that those savings would be able to pay for this. I hear what Administrator Bach and our staff are saying that they still think that might be possible, but I would just say, and I'm still in favor. Don't be discouraged by this, but I will tell you it's really difficult when—let's say there are 1,000 kids that go through this place annually, we're spending \$20M on 1,000 people in a city of 150,000 people. I don't know what to say about that. We're spending a lot of money on a 1,000 people and we don't even know what that number is and right now you're telling me it's only 13 people in custody and there were 20—**Sheriff Ash** said vice-versa, 26 today. There were 13 a week ago. **Commissioner Murguia** said I'm just saying it's \$20M we're spending on people that are engaging in criminal activity and it's 1,000 people out of a population of 150,000. When we look at our budget and if it cash flows, you've been brilliant at that and I mean that sincerely. I think that's great, but if it doesn't, I will just tell you that if we would put on a survey and ask the people of Wyandotte County how they wanted to spend \$20M and we put this Juvenile facility on the list along with roads, curbs, sidewalks, grocery stores; those kind of things, I don't think it would make the top five. I don't know, I'm just guessing. We've got to figure out a way to make it cash flow. Those are just my comments.

Commissioner McKiernan said, Sheriff, you're right. We started this a long time and you're right the money has no doubt changed since a long time ago when we came up with our first estimate of this. I completely agree with you that we need to get the children out of the Adult Jail, it is no place for the children to be, but I just want to know that we are being the most effective and efficient we can possibly be and that, frugal is not the right word, but that we're being as smart

as we can possibly be with the level of finish, with the level of amenity, that we have something that's quality, that enhances our city, but that we are not spending excessively on. If we can determine that we are being as effective and as efficient as possible and this is the number, then I guess I will have a decision to make as to whether I support this or not. I would love to see us sharpen our pencil just a little bit or at least help me understand how we are being as effective and efficient as possible. **Sheriff Ash** said just a couple of comments. We can keep doing what we're doing and we have seen since 1990 how much the City or the County first and then the Unified Government has spent in those outrageous farm out costs over that amount of time. You're going to build two or three of these facilities since 1990. We can keep doing that and you can keep spending that money in that way or we can do something to permanently fix that situation which is how this all started and what we started talking about. That we would debt finance over 20 years much less time than what the County and the Unified Government has already been spending all of that money on and remember it wasn't that long ago that it was almost \$5M a year. I think it's important to keep our eyes on the ball in the overall long-term strategic thing that we're trying to do here. It may be 500 to 1,000 juveniles a year going through that system but it's every year. It's probably not going to stop so I'm just saying, hopefully, we reduce that number. Hopefully we do because we're able to manage those. Instead of having 26 in custody we're able to have a lower number actually in custody and a larger number that we're managing in a more efficient and effective ways outside of secured detention which has been a national goal, it's been a goal of the State and we have seen where we have reduced the number of youth who are incarcerated versus being managed outside of secured detention. There are all of those factors as well that are in the backdrop that I think it is important that we don't lose sight of those things.

Commissioner McKiernan said I just want to follow-up with one more thing because one of the things we talked about initially was not only getting the children out of the Adult Jail but then recovering that space so that we could improve the flow of adult prisoners into and I think it's out of the jail is right now where the juveniles are placed and that we could recover that space for additional housing of adults. Is it theatrically possible that if we don't recover this space, we could be again in a situation where we are farming out adults because space that we could have recovered for housing adults is continuing to be used for housing juveniles? **Sheriff Ash** said sooner than you know. There are some inmates that are farmed out today, it's a small number, it's approximately 25 adult inmates and we have been having to farm them out. Now for about the

last probably 45 days to 60 some of that is due to critical reductions in our staffing. We are housing as many as we can safely house based on the staffing numbers that we have. Unfortunately, those staffing numbers have been going down and not up and so that continues to be a challenge for us. We're working on that separately. **Commissioner McKiernan** said we budgeted those staff numbers. What you're saying is that we could actually find ourselves that the money that we could recover or save by not farming out could be higher than we originally projected because we were projecting what we were farming out at that time. You're saying now that even with all we've done we are already back in a position of farming out some inmates and recovering this space could help with that cost. **Sheriff Ash** said yes.

Mayor Alvey said, Sheriff Ash, I wonder if you could—I have some experience with the Juvenile Detention in California as I volunteered there for several years and I do know that many of the youths in that facility were not there because of anything that they had done but in fact because of neglect or negligence of their parents. Is that the case with our own facility? **Sheriff Ash** said no sir. We currently manage those youths which are an additional little over 500 a year through our Juvenile Intake & Assessment Program. Those youths that are technically victims, as you appropriately said of abuse and neglect, they are not staying in the Juvenile Detention Center. We're managing them through Juvenile Intake & Assessment and fostering them out or putting them in temporary placements until the courts decide what to do with them. **Mayor Alvey** asked would those youths be processed in this new facility. **Sheriff Ash** said there is space included in this facility for Juvenile Intake & Assessment so that's another one of the functions that we're collocating over there. Sometimes you have youth that came in—well, all youths that come in, even those that come into the Juvenile Detention Center are processed by Juvenile Intake & Assessment. Then there is a risk assessment instrument that's completed that determines whether they need to stay in secured detention or whether it's safe for them to be released if we can find an appropriate responsible adult to release them to until their issue is taken up by the court. All the youths get assessed by Juvenile Intake & Assessment including those that are in detention. The ones that are not there for an offense or a crime, those then are just simply handled by Juvenile Intake & Assessment and released.

Mayor Pro Tem Bynum said I'm just wondering to move forward with this if we can—I think we agree that we want to see what—you know have the consultants bring back where the savings might be to get us as close back to our original authorized number as we possibly can. I don't know how soon or how quickly they might be able to come and talk to us, but I think we are definitely on that point as a matter of consensus as far knowing we had authorized a certain dollar amount for the project. **Mr. Bach** said we will be in a position to still work with that. As I said, we bid the project, but you have only authorized what the original bonding amount is. You've not given me authority to spend this additional \$2.7M so we will—we can come back with scaled down numbers. We can also see what the timing is of the bid numbers to come in. One thing about this is we could—I can think about some different options as far as what could be proposed or what could be built into the budget to have some additional latitude on expenditures based on how the final bids come in if they come in after our bid date. There might be a couple of options we have to work with while we're trying to keep this project moving forward because I assume we're still doing it in some fashion.

Commissioner McKiernan said one thing in talking with Sheriff Ash here that I hadn't thought of before is that yes this is over our original estimate, but if we are hedging the future increase in farm out costs that are currently unbudgeted as far as I know, then that certainly colors my thinking about this project. I know it's impossible—it may not be possible to accurately project any future increase in farm out costs, but if we recover that cost and put it toward this, I think it gets us closer to where I would like to see it.

BUILDING SECURITY

BUILDING SECURITY

- \$1.45M OPERATING BUDGET
- 25.75 FTE
- MOVED FROM PUBLIC WORKS TO POLICE IN 2018
- \$150,000 – ANNUAL CMIP FOR SECURITY UPGRADES
- \$150,000 – REPLACEMENT COURTHOUSE SECURITY X-RAY MACHINES (1 IN 2018, 1 IN 2019)
- \$210,000 – SECURITY CAMERA UPGRADE/REPLACEMENT

Mr. Bach said in this year's budget just a couple of points to note. We have about \$1.5M Operating Budget for this. We moved the security, as you will recall earlier this year, from Buildings over to Police. This was a strategic move that in looking at the changing times when we were operating buildings and started to bring in some security staff for monitoring things that we were doing it was appropriate under Building Operations. That kind of evolved over—it evolved a great deal over time, so the security of that fashion changed a lot, so we've moved that under the Police Department as a whole. However; with that as has always been the case, the Sheriff has primary responsibility for security within all the court buildings so there is a shared relationship that the Police Department and the Sheriff's Department work on in this. In this year's budget you see that I've noted we have some money in there for some CMIP upgrades for some

of our security equipment. We look to replace some of the X-Ray machines and also to do some camera upgrade and replacement. When I mention that, that's camera equipment that can be downtown, it can be equipment that's at our Fleet Center or out at the annex so it's in all of our different areas that we have in place. However, as I have continued to have these conversations with the Chief and the Sheriff, they believe there may be some additional things we need to look at and I think that's where having them in tonight to let them talk a little bit about some of the things they're looking at. As noted, we can't go into all kinds of detail about what specific changes we make there, that would be more appropriate in executive session. With that, I will turn this over to Chief Ziegler and Sheriff Ash.

Chief Ziegler, Police Department, said since the Police Department took over the security program we have been going through and analyzing the operation of that and some of the security measures are in place at the Unified Government facilities. Our focus seems to shift as priorities change and one of the things that happened last month was the killing of Deputy King and Deputy Rohrer, so we've had to shift our focus over to some measures we need to take in order to shore up the way we do some of the operation in moving inmates. I don't want to go into detail in this meeting or this setting for that, but we believe that we have \$150K that was our target for the CMIP for Security Upgrades; we believe we need about \$350K so \$200K more than that in order to take care of those issues. I don't know if Sheriff Ash would like to say anything regarding that issue or not.

Sheriff Ash said we're analyzing a lot of things in looking at the event that occurred last month and we are working with various consultants. We have already made some day-to-day operational amendments and changes in the way that we're doing some things that have negligible costs to them I think right now that we believe we can handle within our existing budget. There will be some longer-term things that we will need to consider, we will need to look at, in order to not only make the deputies safer, the inmates more safe. Certainly, of equal or more importance is all of the staff people that we have in these various buildings and locations. We're still collecting data, we're still looking at options and we're still trying to keep the dialogue open with the Chief and with the County Administrator to let them know what we're looking at. Right now, we don't have a lot of specifics other than some of those that you are seeing mentioned up there.

Commissioner Burroughs said, Chief, the 3/8-cent sales tax that's up, does that include the Sheriff's Department in with the Public Safety portion of that? **Chief Ziegler** said I believe all that goes to the Police Department. The County Administrator may be able to speak to that. **Mr. Bach** said it's City's Sales Tax and it stays—unless there is some equipment or something like that that we buy through the Police that's shared use, it's primarily for the Police Department for Public Safety. **Commissioner Burroughs** asked, Sheriff, are you in charge of the Courthouse. **Sheriff Ash** said yes. Well, in terms of the security? **Commissioner Burroughs** said yes. **Sheriff Ash** said by statute. In terms of the security yes, we're to secure the courts, the judges, and the business of the courts and to provide security for hearings and trials. **Commissioner Burroughs** said I'm sure by now you've heard the concerns of some of the court employees in reference to some of the security issues they are dealing with at the Courthouse. **Sheriff Ash** said yes, Judge Lampson and I have had a couple of really good discussions and in fact Judge Lampson and Mayor Alvey and I have had at least one discussion, so yes. **Commissioner Burroughs** said I'm very pleased to hear that.

I'm not so sure that we can't do more. I know we can always do more later but I'm not so sure we can't do more now. You have my ear. Please engage me in reference to how we can help you and those that are in charge of security issues for all the employees and how we can best serve you. **Sheriff Ash** said thank you, Commissioner, and I can assure you as an elected official it's my intention as we move through we get some more specific data and we get some concrete kind of things to be sure that we're being thoughtful and intentional about if we are going to invest some dollars how we're best going to invest them to maximum that return on investment. I assure you I will be visiting with each of you either one-on-one or two-on-one or some kind of way that we can do that legally to keep you apprised in what we're learning and what we're finding out. I think right now we have a number of good options that are available that we're looking at.

Mayor Pro Tem Bynum said I just want to state that I am pleased to know that you've already made changes that you felt were needed and necessary and that we're all looking together on how to find, analyze, understand, identify the changes yet to be made and the dollars to make them with on both your departments.

Commissioner Philbrook said I want to echo her comments. There was no question in my mind that the two of you were going to put your heads together for solutions on this. There was no question and thank you.



Mr. Bach said the last item other than to look at future workshops is about the Kaw River Levee. It's one that we believe is pretty good news. I will turn this over to Assistant County Administrator Melissa Sieben to walk through where this project is which we haven't had—we've had some discussion about it in these meetings, but we will give a little update from there and financially.



Melissa Sieben, Assistant County Administrator, said tonight I want to close with a positive story that I hope will even get more positive as the days and weeks continue. When I started here

in 2015 I wasn't working on levees and by 2016 I was, and I've spent quite a bit of time over the last couple of years trying to get into the weeds and I've tried to distill this down into a short and succinct presentation to conclude the evening as possible.

The levees that we're referring to are the Kansas City levees. They consist of seven separate units on the Missouri and Kansas Rivers and they protect over 94K jobs and over 5K structures and \$22B in investments in the Kansas City region.

Everything has been completed on these systems but for the levees that are left in our community which protect Armourdale and Argentine, the west bottoms and the east bottoms as we like to refer to them as the bottoms in Kansas City, Kansas and Kansas City, Missouri.



Just as a little historical reminder as to why this is particularly important, I graduated high school this year in 1993, we saw some very scary moments along the Missouri River. If you go back to 1951 those floods were actually impacting our community off the Kansas River. The work that we have left to do is the Kansas River.

- ▶ KC Levees is one project – Originally Army Corp requested this as one project – a system
- ▶ Approved as separate authorizations for cost control another bureaucratic reasons
 - ▶ Phase 1 – Argentine 2007 – as interim agreement
 - ▶ Phase 2 – Armourdale and CID – 2016, but the WIIN language did not combine the projects as desired by the Army Corp or the KC Partners (KCMO, KVDD, MOARC, KCIC and the UG)

PROJECT HISTORY

Originally starting back in 1993 work began on trying to get these systems improved as it was clear there was a need and it took until 2007 for us to get authorization. However, as you see up here in my first bullet point, this was actually intended to always be one project because if you did one part of it, it would impact the other. Though there are units within the system they really needed on the Kansas River in particular to be done at one time. Unfortunately, as I noted here, due to cost control and other bureaucratic issues Phase 1 was authorized in 2007 under an interim agreement which was for the Argentine area. It wasn't until 2016 that we received authorization on Armourdale and what is CID or the bottoms. Unfortunately, though, through a valiant effort of a group of folks in this region lead by MOARC which is the Missouri and Other Affiliated Rivers Coalition and Kansas City Industrial Council and Unified Government and Kansas City, Missouri we were not able to get the language in there at that time that combined the projects. However, we did get a lot of traction going on that issue.



Here's a picture of what we're talking about that's remaining here. The river that's going through, the picture is obviously of the Kaw and then off to the far-right northeast part of the slide is the Missouri River.

IVSC, Kansas City Public Library, Kansas City, Missouri

REMAINING KC LEVEES COSTS

Argentine – Phase 1
Cost \$88 million

Armordale and CID – Phase 2
Cost \$365 million

Total Cost – \$453 Million

What you will see here is the remaining cost to complete the levees in this entire system along the Missouri and Kansas River. The Argentine amount is \$88M and the Armourdale CID is sitting at \$365M for a total of \$453M to complete the project. What this project consists of is a raising of the levees anywhere from approximately two to five feet in addition to work on under seepage and

pumps which are very, very important to the residents and businesses in our community. The cost breakdown that we've seen put not only Kaw Valley Drainage District but also the Unified Government in play because we actually own some pumps that the Kaw Valley Drainage District doesn't own. There are a lot of facts here that we could share, but to just let you know our partners over at the city of Kansas City, Missouri also are very interested and passed a bond issue about a year ago to help pay for this project.



Not all is lost. Along comes the federal government's Disaster bill of 2018 which we did not know anything about and was just told about a week and a half ago that it was not only approved by the House and the Senate but signed into law by the President of the United States. That was to fund \$453M for the Kansas City levees along with about 13B in other projects around the United States. What happened is that Phase 1 which is Argentine, that \$88M we were just talking about, was actually fully funded. This is unheard of. Typically, the cost shares that we are dealing with are a 35% local match. That 35% local match would have been broken down to a Kansas City, Kansas portion, a Kaw Valley portion, and a Kansas City, Missouri portion. Staff over the last year has been working to get a percentage breakdowns and splits. With each passing bit of news things were getting better for us but we were still going to have millions and millions of dollars that we would have to pay for this. That full funding is legit. It's real, \$88M, we don't have to worry about a 35% match in any portion of that with those three other entities.

However, what did happen is if you will note, back up in that other slide we are split into two phases so that big chunk, that \$365M chunk is still sitting out there. It was also federally

funded; however, with a large however, that there would be that cost share of 35%. But, a nice little nuance to this was that the federal government would pay for it upfront through construction and then on the backend the local partners would owe their 35% over a 30-year repayment plan which we typically don't have access to.



However, not all is lost. We believe that through some actions on our part that have been going on the last week and a half since we've known this, that there is some opportunity to possibly end this conversation hopefully in the next few weeks with we don't owe a dime. The House and Senate have been working on a bill, it's called WRDA. It's the Water Resource Development Act of 2018 and through Jeff and I and the group of committed partners work this last spring, we were able to get the Senate to include language in the bill that helps us merge these two projects back to one. The House, we hear, has tentatively agreed to add that language in. No matter what, there is a disconnect so if it does go to Conference Committee, this is where we have the opportunity to get these two projects back together. It also means that this bill has become very critical to us because if we do get them merged, that means we don't owe a dime.

You may be hearing from us to help push through the funding of Armourdale and the CID projects and we wanted to let you know though huge win. We don't have any part of \$88M in Argentine and we do have a major save if we aren't able to finish this on that \$365M amount. Our 35% would not be owed with our partners until some point after the completion of construction and best case scenario it would be 10 years from start and we are just starting construction phase on Argentine which you can see that authorization was in 2006 and we would be able to go faster

on Armourdale and CID because the dollars are there. Often with federal projects you will get an authorization to do a project, but you don't get the actual funding authorization. They come separately and so the money is all there, the word go is what we've been told, now we want to try to close that legislative loophole that's been created and hopefully get these projects into one.

Commissioner Murguia asked who pushed this \$88M funding through locally for Kansas. **Ms. Sieben** said the budget, the 2018 Disaster Bill, we were not actually involved in that with MOARC, KCIC or any of the cities. What did happen was that the Army Corp was reached out to here locally and asked very specifically what was the dollar value remaining on the Kansas City Levee projects. They gave them that information and then this was included. I can't tell you why this particular project was fully authorized with funding through the federal government, but what I can tell you is—**Someone was inaudible.** **Ms. Sieben** said sorry, was that a bad answer? **Commissioner Murguia** said I was just curious who was looking out for us finally. **Ms. Sieben** said clearly the work that we've been doing locally with our federal delegation has been some of what is the need and I can tell you that the Kansas representation at the federal level has been very open to taking our meetings, very interested, and what this all means to their constituents. It's a huge sign that the work we're doing here is something of value. **Commissioner Murguia** said and they're listening to you. **Ms. Sieben** said yes.

Mayor Pro Tem Bynum said that's a fantastic way to end a meeting that was long but productive. Thank you so much for the information.

Mr. Bach said I would probably add that all the work that Melissa has done along with Jeff and everybody on the staff and keeping the Corp informed, the educational process and ongoing, when they come to ask those questions if we hadn't been so involved for the last couple of years, we would not have been that successful and our relationship with KCMO.

Mayor Alvey said I'm actually in Washington, DC with the American Public Power Association, Policy Makers Council, who makes this council and we will be meeting with the Kansas delegation tomorrow and we will bring this issue to them and also, we are trying to get meetings with

Congressman Cleaver on the Missouri side to bring this issue to his attention and hopefully we can get this included and moved on the House side.



FUTURE WORKSHOPS

- JULY 26, 2018 @5PM
 - ECONOMIC DEVELOPMENT
 - STATE AVE CORRIDOR, K-32, ROSEDALE MASTER PLAN, NE MASTER PLAN
 - DEPARTMENT SPECIAL FUNDS
 - NBR FUNDING
 - LIVABLE NEIGHBORHOODS STAFFING
 - NON-WORKSHOP – EXECUTIVE SESSION RE: LABOR NEGOTIATIONS
- JULY 30, 2018 @5PM
 - FINAL BUDGET PUBLIC HEARING
 - BUDGET WORKSHOP (AFTER PUBLIC HEARING)
 - BENEFIT DISTRICTS
 - YELLOW SHEET (BUDGET RECONCILIATION)
 - BUDGET APPROVAL ORDINANCES AND RESOLUTIONS
- AUGUST 2, 2018
 - 5PM – BUDGET WORKSHOP – OTHER TOPICS (IF NEEDED)
 - 7PM – BUDGET ADOPTION

Mr. Bach said future workshops, you will see we've added a couple on here. We had a request on NBR funding and Livable Neighborhood staffing to have that as a discussion. I believe that was changed. You will also note, we slated an executive session on Thursday. If we have time, we will do that in going through that with the Mayor. If not, we will push that to Monday. As we get to Monday we will bring back information on the benefit districts and then I think several topics that we talked about today will need to come back and summarized somehow to work on for a yellow sheet. Commissioner Burroughs, a yellow sheet is kind of our summative statement of the pluses and negatives, so I may seek a little more information on that as we move through to Thursday. We will go over on Monday night also approval of any ordinances or resolutions that we will be approving on Thursday and anticipate if we have any edits or clerical corrections to the budget. The Budget staff has not told me we have any so maybe it was 650 perfect pages this year.

**MAYOR PRO TEM BYNUM ADJOURNED
THE MEETING AT 8:45 p.m.**

dt

Carol Godsil
Deputy Unified Government Clerk

July 23, 2018

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

SPECIAL SESSION, THURSDAY, JULY 26, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, July 26, 2018, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District (arrived at 5:08 p.m.); Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO presiding. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Carol Godsil, Deputy Unified Government Clerk; Joe Connor, Gordon Criswell and Melissa Sieben, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Budget Staff; Emerick Cross, Commission Liaison; Jeff Fisher, Executive Director of Public Works; Jon Stephens, Economic Development Director; Rob Richardson, Director of Planning; Bruce Newby, Election Commissioner; Nancy Burns, Director of Register of Deeds; Susan Jensen, Register of Deeds Office; Bobbie Lane, Area Agency on Aging Department; Maureen Mahoney, Chief of Staff in Mayor's Office; Lynn Melton, Assistant to the Mayor; and Officer Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Alvey.

REVISED NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, July 26, 2018, at 5:00 p.m. in the 5th floor conference room of the Municipal Office Building for a Budget Workshop. Immediately following, the Commission will recess to the 9th floor conference room for an Executive Session regarding 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.

Mayor Alvey said tonight is our fourth Budget Workshop. Mr. Bach, would you please start us off.



Doug Bach, County Administrator, said on tonight's agenda we're going to work through a couple of requests that we had come in. One was regarding funding, I think, regarding a lot of the Master Planning areas we have done in the community. We had a request to go over the Special Funds, which you all received information on that yesterday, so hopefully you had some opportunity to look at it, but we will walk through it. We had questions about NBR Funding, Livable Neighborhoods staffing and then we will take a look at what we have on slate for the future agenda workshops. Also, tonight we are hoping to get an executive session done under Labor and all this before 7:00 if we're fortunate.

ECONOMIC DEVELOPMENT

Funding for Master Plan Areas

We will start with Economic Development. This is one that Commissioner Walters asked to come back and talk about. We may have jumped tracks on this, Commissioner, a little bit from where you were, but I thought it would be important if we kind of setup the many different plans that we've looked at over the past few years. We will note some of the things we're doing but also set out—and I think this is the direction the commissioner is going and some of the challenges that are in place to actually move forward and implement some of those. With that, I asked Rob Richardson, our Planning Director; and Jon Stephens, our Economic Development Director; to come tonight and kind of run through this.

CITY-WIDE MASTER PLAN COMPLETED IN 2008

ADDITIONAL AREA MASTER PLANS

- DOWNTOWN PLAN 2007
- SOUTHWEST BOULEVARD MERRIAM LANE PLAN 2011
- SIDEWALK AND TRAILS PLAN 2012
- ROSEDALE BUSINESS PARK AND MIXED USE DESIGN GUIDELINES 2010
- STATE AVENUE STUDY MARC 2013
- DOWNTOWN PARKWAY DISTRICT 2014
- K-32 PLAN 2016
- ROSEDALE MASTER PLAN 2017
 - 47TH STREET STUDY MARC 2018
 - CAMBRIDGE CONNECTOR STUDY MARC 2018
 - 39TH STREET STUDY MARC 2018
 - RAINBOW BOULEVARD (PUBLIC WORKS STUDY) 2018
- NORTH EAST AREA 2018
- ZONING CODE REWRITE 2018-2019

Rob Richardson, Director of Planning, said this first slide just shows all the different planning efforts we've engaged in starting with the City-Wide Master Plan in 2008, the Downtown Plan is

July 26, 2018

in there because we started those at the same time and just finished a little bit earlier and it concludes with the Northeast Area Plan that we're currently working on and the Zoning Code Rewrite which is not necessarily a planning item, but it's a significant implementation measure that was requested in the 2008 Master Plan. We've done a lot of planning and it has been across many parts of the community. We haven't really hit Turner and we haven't really hit the middle area of the community from say 635 to 435, but we have some of that planned we'll note in the future stages. These are the planning efforts that we've undertaken essentially since 2008.



Jon Stephens, Economic Development Director, said I think it's important that we look at the previous and current Master Plan support. A few of the elements are Planning, Public Works, Parks, really the majority of the departments within the Unified Government have worked to implement significant projects associated with all of these Master Plans over the years. Economic Development additionally has taken active roles in the Master Planning Development as well as in support in prioritizing implementation within those as we look at economic development. We of course work diligently on encouraging developers to look within the Master Plan target areas as well as how to conform within those. Finally, we've used existing incentive structures, existing incentive programs to compel development and encourage conformance with the Master Planning principles within each of these areas.

MASTER PLAN RECOMMENDATIONS IMPLEMENTED

- ADDITIONAL AREA PLANS TO AMEND THE 2008 CITY-WIDE MASTER PLAN
 - ROSEDALE, NORTHEAST, SIDEWALK AND TRAIL PLAN
- MULTIPLE SUCCESSFUL GRANT APPLICATIONS
- CURBSIDE RECYCLING
- IMPROVE LEAVENWORTH ROAD
- IMPROVE MERRIAM LANE AND SOUTHWEST BOULEVARD
- MEDIAN WORK ON STATE AVENUE TO ENHANCE BUSINESSES (COMPLETED WITH FEDERAL GRANT PROJECT)
- TRANSIT UPGRADES (TRANSIT CENTER AND BRT)
- 10/12TH STREET BIKE LANES
- USE TECHNOLOGY TO IMPROVE THE CITY – SOAR
- REVISE ZONING AND SUBDIVISION CODES
- LAND USE IMPLEMENTATION THROUGH DEVELOPMENT APPLICATIONS
- QUIET ZONES FOR K-32

Mr. Richardson said so, from all those plans that were listed on the first slide we've done quite a bit to implement those. I have selected a few of the many, many things that I could have put on here to talk about for things we have implemented. The City-Wide Master Plan said we should do more area plans because we didn't have the funding to get into to dive deep so that's where we've worked additionally on the Northeast Area Master Plan. We're going to do the Central Avenue area. Armourdale, we did a remake on the Rosedale Master Plan and so those things are called for in the City-Wide Master Plan.

We've had several successful grant efforts that were implementation measures. The K-32 Corridor Plan is an additional area plan that we received a grant from MARC for. In the Rosedale area, we've had a couple other grants that we've been successful for; some on the transportation side and some on the planning side.

Curbside Recycling was actually called for in the 2008 City-Wide Master Plan. Improvements to various roads such as Leavenworth Road. That was something that probably the first week I started as Planning Director people said we have to work on Leavenworth Road. **Someone** asked when was that. **Mr. Richardson** said it was a while back. It was 15 years in two weeks.

One of the things we heard was to work on the medians to make traffic flow better along State Avenue especially from College Parkway to 78th Street and when we got the, I believe, it was the TIGER Grant to do State Avenue, the redo on State Avenue, we worked with the businesses and the people along State Avenue to make sure the rebuild was done appropriately.

That started with the City-Wide Master Plan and many transit upgrades, the 10/12th Street Bike Trail came out of the Sidewalks & Trails Plan.

One of the things that the 2008 Master Plan said was to use technology to improve the City and I think the SOAR effort is a great example of how you use technology to help implement some of the things that the plan wanted to do.

Obviously, we're revising the Zoning and Subdivision Codes now and we do a lot of plan implementation every time we review a development application for zoning and that's probably what you see the most from the Master Plan is when we come forward with the zoning does it comply with the Master Plan or not.

Finally, we've implemented the Quiet Zones for K-32 as part of the K-32 Plan.

Commissioner Kane said I don't think you realize what a good job you guys did on Merriam Lane toward Southwest Blvd. and I think if we took a look at that and made all our roads look like that, we wouldn't waste the money burying cables. **Mr. Richardson** said I do like Merriam Lane. It turned out very nice. That is one where Public Works said—we were trying to originally just get the bike lanes down on the shoulders and Public Works said the whole road needs to be redone so let's apply for a MARC grant to redo the whole road and we really do it correctly. So, that was all of us working together to get a better result than what we might have come up with alone.

Mayor Alvey asked was there any baseline data gathered before Merriam Lane redo so that we can measure the improvement in property values along that stretch. **Mr. Richardson** said we have the data that we can do that, but just inherently we've seen lots of people improving things. Some of those real old double T concrete structure buildings, two or three of those have been redone and repainted and look really nice. We've got somebody that's going to take the old—it's been cleared for a while, but it was an old mobile home park and they're going to build something there now. They've been through DRC. There have been several things that have come up so that would be a thing...**Mr. Bach** said he doesn't have it up here, State Avenue we did collect baseline data on that and the differences after that investment along that area. **Mayor Alvey** said I think that's helpful for us. Jon, we've had this conversation before, that if we could identify those priority projects that, again, we've got to grow the tax base and if these public infrastructure improvements can be brought to the right areas, we can again use that to leverage even more resources.

FUTURE IMPLEMENTATION EFFORTS

- NORTH EAST AREA MASTER PLAN
 - EARLY ACTION CLINIC
 - EARLY ACTION CO-OP GROCER
 - EARLY ACTION MODEL BLOCK
 - PLAN ADOPTION
- ENVISIO TO BE USED TO TRACK AND PRIORITIZE ALL IMPLEMENTATION MEASURES
- AREA MASTER PLAN FOR CENTRAL AVENUE 2019
- AREA MASTER PLAN FOR ARMOURDALE 2020

Mr. Richardson said things we're working on now and in the near future, with the Northeast Area Master Plan we've started implementation as part of the whole planning process. You will recall that the commissioners funded what we call the Early Action Projects and those three Early Action Projects are a clinic that will be open I believe 30 hours a week, it might be 35 hours a week. We're working with a co-op grocer that wants to do something at approximately 18th & Quindaro and an Early Action Model Block that will YouthBuild and, hopefully, Habitat for Humanity as well to work on a Model Block for the northeast area. Then, obviously, adopting the Plan and moving forward with the other implementation measures.

You're all familiar with Envisio and we're putting all the Master Plan implementation measures that we have across all the plans into Envisio so that we can track and prioritize them, and we will bring those back to you when we get that in. It will probably be next fall or early in 2019 because it's a fairly significant effort but that is one of the things we've talked about within the department is how do we track all this stuff because it's kind of a yeoman's effort. That was just a list of the last 10 years. We have plans before that as well, so we want to use Envisio to track that and prioritize those, get your input into the priority of those so we can work with that in the Capital Improvement Plan.

In 2019 the CMIP calls for a Central Avenue Plan so that will be south of downtown, south of State Avenue to I-70 from I-70 out to 635. That will be a fairly large area. Then, an Armourdale Plan in 2020.

CHALLENGES TO IMPLEMENT MASTER PLANS

- PRIORITIZATION FOR IMPLEMENTATION STRATEGY ACROSS ALL PLANS
- MANY MASTER PLANNING AREAS HAVE LARGE ZONES THAT ARE NOT TARGETED BY TRADITIONAL DEVELOPERS.
- SOME MASTER PLANNING AREAS HAVE A HIGH PERCENTAGE OF UNOCCUPIED COMMERCIAL AND RESIDENTIAL PARCELS, OR CHALLENGES WITH PARCELS THAT ARE HARDER TO DEVELOP.
- TARGETING FIRST-IN DEVELOPMENT THAT CONFORMS TO MASTER PLANNING RECOMMENDATIONS HAS A HIGHER COST, BUT ALSO OFFERS A HIGHER REWARD FOR THE AREA.
- RESOURCES TO BUILD INFRASTRUCTURE INCLUDING SIDEWALKS, TRAILS, ROADWAY IMPROVEMENTS, PARKS...

Mr. Stephens said obviously, the Master Planning process and the dovetailing of these Master Plans has had a lot of success as well as the prioritization for implementation within the various departments. It has had a lot of success that we've discussed, but there are certainly challenges to implementing these Master Plans. As we look forward there are questions as to prioritization for implementation of the Plans since we have these strategies across all of these plans; how we look at that quantitatively. Many of the Master Planning areas have large zones that are not targeted by traditional developers. We're not receiving a lot of incoming direction from traditional developers; therefore, Economic Development and the Unified Government has to compel action from the developers or seek out sort of non-traditional small scaled developments while can be very successful are also very time-consuming and can take a lot more time to do.

Some of the Master Planning areas that Rob covered have high percentages of unoccupied commercial and residential parcels. I think that is no surprise to anyone around the table. Those areas and some of those parcels also are just naturally harder to develop. **Mr. Richardson** said I would also say on that, that's somewhere we're working across departments with SOAR to look at some of those unoccupied structures and using the Land Bank as a resource and looking for new ways to do that. So, we're being creative in that area as well, but to get somebody new from the outside but we haven't been real successful on the commercial side yet. We've had some houses that we've been able to reoccupy but the commercial side, it's kind of the next level of that.

Mr. Stephens said as we look at some of these areas, as Rob said, look at these areas that are a little more challenged with certain market forces. We also have to target first-in development

and those first-in developers, those first ones that enter some of these areas, some of these planning areas; those traditionally if they conform with the Master Plan, which we obviously want them to, they come in with higher frontend costs traditionally. Those are higher costs to build, higher costs to develop, but also offer a higher reward for the area because if they prove the model residentially or commercially, we will see more natural growth of development.

Finally, there is always the challenge of resources for all of the infrastructure needs including sidewalks, trails, roadway improvements, parks, all those things. **Mr. Richardson** said one of the things I would add to that in the priority is that we prioritize some of our infrastructure improvements based on what we think we can score well for federal grant money. Having a project that won't score well because of the criteria that the Mid-America Regional Council imposes on us for the federal money projects is something that influences our priority because we knew that Leavenworth Road, we knew Merriam Lane, we knew the 12th Street Bike Trail; we knew some of those would score very high on their list because their criteria now will lean a little bit toward more urban projects. We look at that as other criteria and some of these we may have to decide well they're not going to score enough for a federal grant, we need to figure out how to fund those ourselves. That would be part of the prioritization we can do working with Public Works and Parks as we move forward with implementing some of these.

Commissioner Kane said I can't remember this is my 13th or 14th budget, but once again we have no parks west of 435. I think the district would be disappointed if I didn't point that out.



Mr. Stephens said finally, continuing on with some of the challenges that we face in implementation is identifying resources to support targeted predevelopment planning and that's really the staff resources and the time of working with many of these non-traditional developers, first-in developers, etc. Additionally, there is a need, I think, for shared cost funding for project planning, some of the early pre-planning of projects both non-profit and for-profit as we look at this. Then, there's nature cost sharing for developers for feasibility studies. Many of these areas there are questions from a lot of developers as to the feasibility of their project and I think sometimes supporting some of the early-in, lower cost feasibility studies can be beneficial.

Marketing and development support of the planning areas; Rob and his team have done, I think, yeoman's work in being on the ground and working these projects with the neighborhoods and with the community, but there is always more need there from marketing and supporting of planning areas as we look at getting the word out and then really compelling interest in the neighborhoods and in the community. **Mr. Richardson** said I would say additionally to that is staff time to do that because there are a lot more implementation measures and a lot more needs than we can prioritize amongst the staff that we have in either department. **Mr. Stephens** said exactly.

Programmatic Support of Commercial Events and Tests; those are things before we invest in major infrastructures, particularly roadways, bike lanes, all of these things; there are a lot of innovative models out there where we could do temporary implementations. Do a role out of a test area of road dieting or a test area of more walkability and there are just a lot of opportunities there. Many of them are lower costs, but they do require staff resource, they require investment costs and there are real dollars involved, but those give us some opportunity there to test that to build some quantitative modeling of how we do those in what targeted areas are going to work with those. Then we can set prioritization better if we see how some of those work by testing them on the ground and in real life.

As we look, as I said, a lot of times big developers are not always the first ones in, so we've got to look from tactically. We've been very lucky, thanks to the Commission, to create a small business liaison and have been having a lot of direct one-on-one contact with businesses and potential businessowners that want to look to relocate or locate within KCK. We think that small business match grants are obviously something we would consider for support in helping to grow businesses that conform to the Master Plans.

With that, that's the end of presentation. Hopefully, we covered a number of the questions that were asked at the previous budget session.

Commissioner Murguia asked, Jon, would say it's a pretty good indicator in these areas that when we have a fair market developer whether that be in commercial or housing development that's interested in our urban areas that's a pretty good indicator that there is some potential from the market in the area they want to develop. **Mr. Stephens** said certainly. I think when there is incoming market, free market interest in it, I think it all comes down to does it conform with the Master Plan, does it conform with the Neighborhood Plan, and what is the potential of growth. But, I think, the natural answer is yes. When the market forces are coming in and proposing development by and large that is going to be a sign of economic help in that area. **Mr. Richardson** said I would say that when we talk about the market, that includes them wanting incentives from us as well. Most of the developments are going to be requesting some kind of incentive outside of the single-family residential developments, so you have to weigh that if that's really free market or if we're influencing that as well. Sometimes we want to use our incentives to influence that market and that's how we make this happen.

Commissioner Murguia asked have we ever had in the time that you've been here any developer interested in developing anything other than subsidized housing which is in an incentive as subsidy east of 635 in anything without coming to us for some sort of help financially, ever. **Mr. Stephens** said I would say we're seeing that with small scale—**Commissioner Murguia** said like what. **Mr. Stephens** said a lot of small scale renovation of buildings and things like that. Some they will approach with NRA, but we've had many that we've looked at after they've completed their work, after they've completed their renovation project, and said well yes that would have qualified for an NRA, but we're not proactively pursuing that. So, I do think on the smaller scale and, as Rob said, on some single-family I think we see that and we're seeing that in a growing way. **Mr. Richardson** said I think you're seeing some of that in the Central Avenue area. There has been a lot of redevelopment, there is some that's underway now that's been a little slow, but those projects aren't requesting resources. That would probably be the best example I have. **Commissioner Murguia** said they're not requesting resources. **Mr. Richardson** said no. **Commissioner Murguia** said so there are people that are in the Central Avenue area redeveloping

commercial and residential areas and they're not requesting any kind of incentive. **Mr. Richardson** said commercial for sure. I don't know about residential.

Commissioner Murguia asked are those commercial developments that they're doing meeting our codes and the Commission's overall Master Plan for quality and the kind of retail and the kind of housing development that the Commission has set out in our strategic planning? **Mr. Richardson** said if they require permits through the DRC, then we review all that and they're required to meet those standards. Some of them have been to the Planning Commission and the Board of Zoning Appeals. If somebody just wants to paint their building, it doesn't require them to go through DRC. **Commissioner Murguia** said in your history, what would you say about in the long-term sustainability of those projects and the quality of those developments. **Mr. Richardson** said I think it's working right now. I don't know that I could say 20 years from now what the retail market is going to be. I think that's something that's kind of beyond our local—**Commissioner Murguia** said no, I'm talking about—how long have you been here? **Mr. Richardson** said 15 years. **Commissioner Murguia** said okay, in the 15 years, 10 years ago, developments that were small scaled that didn't require any subsidy or any incentive, can you point to any project tonight that has been long-term sustainable and if we drove by it, we would be proud of it today where they didn't require any sort of financial assistance, it's sustainable, it's productive, and it's contributing to making our community better? Can you think of one? **Mr. Richardson** said I don't know, and maybe Doug would remember, did Auto Zone on Central at 18th, did they get any incentives? I don't recall that they did.

Mr. Bach said I don't think they did. Krizman's Sausage didn't require anything. I don't even think they took advantage of the NBR. That's a really nice building they built down there. **Commissioner Murguia** said you mean NRA? **Mr. Bach** said yes, they didn't take advantage of the NRA. They didn't ask anything to my knowledge. That's down on 6th Street. **Mr. Richardson** said I could probably come up with more, but on the spot, it's a little difficult to know the facts of each of those. **Commissioner Murguia** said would you say those are few and far between? **Mr. Richardson** said along Central Avenue, we just haven't done a lot of investment so the new stuff along Central Avenue and the stuff that's been redeveloped along Central Avenue, like El Bonito and Michoacán on Minnesota Ave., some of those have not had incentives tied to them and they've done very well. **Mr. Stephens** said that's renovations versus—there's been very limited new construction along Central so when you're looking at renovation projects, they're

doing it different. **Commissioner Murguia** said those kind of projects, what's those kinds of projects you're referencing that have been successful, what would you say the level of investment is that most of those—the average level of investment that those doing that are investing in our community? **Mr. Stephens** said I would say most of what we're seeing in the small business side are \$500K and lower as far as Capital investments without—not their business side of their operations, but the actual Capital investment in their building or facility is probably a half million or less generally. **Mr. Richardson** said that's probably being generous. **Mr. Stephens** said it's probably more in the \$250K range.

Commissioner Murguia said if it's not too much of an inconvenience, I would like to see any projects that have been developed in the eastern portion of our community where an investor or developer has contributed a million dollars or more that is something that any of us would be proud to take someone by—drive by and say that developer got no incentives. They invested a million dollars or more and it's been sustainable for five years and it looks as great as it did the day it was built. It's productive and its cash flowing and there's no issues there. **Mr. Richardson** said I would say the one that comes to mind is the Auto Zone at the northwest corner of 18th & Central. They complied with the plans and built the building up to the street and sidewalk, they on-street parking on their own, parking lot to the side of the building and it's a very busy place. **Commissioner Murguia** said I think that's great. I just want to know how many because my concern is this, that if it's five \$5M projects scattered throughout the eastern side of 635, it's not going to create the momentum we need to be able to build on our community and catch up with our tax base and grow our community so that we have the money that we need to do what government is supposed to do is basic things like parks, infrastructure improvements, road improvements, curb and sidewalks, hiring additional police officers, making sure we're fully staffed in Public Safety, build things like fire stations that we need. We're going to have to increase how we grow our community and it sounds like, and correct me if I'm wrong, I may not know; but first of all, we have a difficult time attracting larger scale development and then when we do, they want incentives. It's personally been my experience that when they want incentives, there is a lot of questioning about those incentives, there's a lot of criticism of those incentives; yet, without those incentives we all already know they're not coming. It has to start somewhere when we start to develop out our urban core and I recognize even east of 635 some neighborhoods are going to require more financial assistance than other neighborhoods are going to require. I think the

message we're not telling the public is there is no line outside of economic development for large scale, over a million-dollar projects, in your office. Is that fair to say? **Mr. Stephens** said that's very fair to say and I would reference you back to the challenges, the two pages of challenges that we covered.

Commissioner Murguia said really what it comes down to, you have a list there, but really what it comes down to is money. It's very difficult to find vacant grounds in an area that's marketable and usually it has a dilapidated structure, something that needs to be torn down and so you're asking a developer to buy a dilapidated structure, you're asking them to pay to either demolish it or renovate it and usually that doesn't cashflow. **Mr. Stephens** said there's significant cost differential between a traditional greenfield development and an urban redevelopment, absolutely. **Commissioner Murguia** said the problem we've had across the board in Wyandotte County that strikes me as not-for-profit work, but the problem we've had with that is that a lot of our not-for-profits lack the capacity to do larger scale multimillion dollar projects. **Mr. Stephens** said I would add I think it's important to mention also, as we look at the challenges it's not just no development versus development. It's also speed to market of development that certain areas, certain parts of the Master Plan may eventually catch up you know the market, the initial natural market, the market demand may eventually catch up. But, if we want to speed that to market, if we want to cut years off of that, you have to have some of those first-in developers and some of those explorers, investor explorers willing to come into those markets to make that initial much higher risk investment than the longer tail developers that come in after a market is established and proven.

Mayor Alvey asked, Commissioner Walters, did you get your questions answered. **Commissioner Walters** said I think Rob hit the nail on the head with one of the statements that he made that aligns with the reason I asked for this discussion topic. I think I heard you say we don't have enough staff to follow all the opportunities that walk in the door and that probably means we don't have the staff to actually be proactive to try to solicit development above and beyond what's coming toward us to the rate that we could if we had more resources in-house. That's the reason I wanted to talk about it. There's a lot of development going on in the world these days or in the region because of the recovery and I think this is the time to do everything we can to try to be a part of that. I think the question I would like to see if we can at least try to answer

is, would having more people in our Economic Development Department or more resources, maybe not employees, but outside resources help us be the most successful.

Before you answer, I'm also interested in what you said, one of the things that you see a trend is to partner with first-in developers on upfront costs and design fees and things like that. I wonder if we could take it a further step and try to chart our own course with how we want areas developed by being more specific about what we want to see. Set-up some more specific perimeters rather than just making it available as part of a Master Plan to see if we could solicit developers that way and sort of have something almost preapproved at least in accordance with what we like. Please respond to any of those topics. **Mr. Stephens** said that's a lot to respond to, but I can only speak to the tone, intent and the aggressiveness in development that I stepped into just a few months ago when I joined the Unified Government and stepped into I think a great opportunity, a lot of interest, a lot of growth and a lot of ability and have been able to fill backout a team back to what is current capacity of team. I can tell you that the philosophy in Economic Development is definitely out run the competitor on mile times towards the marathon and continue to be aggressive. We certainly are not sitting back, no one on the Economic Development team, is sitting back waiting for people you know to ring the bell, so to speak, and to show up. We're aggressively working every angle and every opportunity. In a very broad answer, Commissioner, to answer your question is certainly more resources be they technological or human or financial, certainly would expand that capacity. I don't think it would ever go unrealized, but the more direct answer to it is I haven't had enough time to really do a deep dive analysis of staff performance and capacity and how we outreach large developer, local developer, regional developer; but I can tell you intuitively having been in this industry for a long time, certainly anymore resources we have there are plenty of opportunities out there. The market is changing every single day. There are opportunities to grab, there are opportunities that are fading, there's a lot of things out there.

As far as these pieces as far as some of the things I tend to look very pragmatically at those things and while some of those initial predevelopment costs, those feasibility studies, the preplanning, the predesign, the pre-engineering; while those are probably our lowest cost investments if we were to be a partner with developers, those are also the riskiest for the developer to take on, on the frontend without any final product that's guaranteed. If we're looking at shared partnership and investing in being a partner with potential developers that we think are going to be high-performing within the Master Plans and within our community, I think some sort of

frontend sharing of some of those investment costs in a very targeted way could be very beneficial and could help compel and bring development across the finish line for the community.

Mr. Richardson said I think one of the things he said is having a partner when we start that because we've done market analysis before targeted to specific retailers and paid for the study that says retailer X fits your market profile. We've gone to retailer X and said you fit our profile, do you want to build a store here and it hasn't been successful. I think Doug would confirm that. We've worked on a couple of those different projects where we spent several thousand dollars on very detailed market studies that says these are the six retailers that fit your market in this area and they didn't want to come. Because we didn't have a partner with us I don't think it was as successful as maybe it would have been if we do that, so I think that partner part is very important in getting maybe the reality that the retailers themselves will see in a project. There are not very many cities that go out and do their own development work. They're not used to seeing that and I don't think it's something that gets them real excited. **Mr. Stephens** said that's rather unusual.

Commissioner Bynum said I'm just asking a couple questions since you're here together and I'm taking advantage of that. I think it's a larger conversation for the Commission and the Administrator, you know, maybe at a fall Planning meeting, but I really appreciate that you're jointly presenting the information. It's my understanding that your two departments really are super closely linked when it comes to not only the Master Plan piece, but the overall development piece. **Mr. Richardson** said right. **Commissioner Bynum** said so I'm just curious in each of your departments if you would tell me how many employees you have now, how many open positions you have because I think we've heard pretty clearly that both of you—more people in your department would mean more of what you discuss in terms of challenges could be taken on. Maybe some of what we've heard come forward tonight in terms of, again, tax base continuing to develop the community could be brought forward. So, just department size and then sort of your openings and then I guess your wish list. **Mr. Stephens** said we have three Economic Development professionals including myself. Those are the three that are focused on economic development on a day-to-day basis. Additionally, and sort of a separate piece, we've added Shaya Lockett who is our Small Business Liaison, so she is focused in that sort of hybridized role of retention of small businesses which is, as we've stated before in presentations, it's 20 and fewer fulltime equivalent employees. Her goal is assessing retention growth, expansion of small

business. Then we have one Administrative Support Professional and we have two people in Land Bank. That's our full staff. We are fully staffed based on current budget. So, three fulltime development professionals, a small business professional, and two Land Bank professionals and one Administrative Support.

Mr. Richardson said I'm a little jealous of him being fully staffed at the moment. We have 12 positions. Two of those are part-time interns that we use graduate students for from KU, K-State or undergraduate planners from UMKC. Both of those are open now because just the cycle of interns. That's nothing indicative of market or anything, but I have three other positions open. One of them due to retirement, but the critical part is I've had two Engineers leave and so we're using consulting engineers. One left to pursue other purposes and one left to go take care of parents, but I think we have three positions open or maybe four between Public Works and Planning in that level of engineering. I think we got five applications that were maybe four that we could interview. That is an area that is very critical to keeping the development pipeline going because engineering is typically our critical path to getting through Planning Commission or through the Development Review Committee and getting that reviewed. Those are very important positions and they are not easily hired right now because the engineering market is pretty hot and most of the firms are busy so that hurts a little bit. I have an Administrative position. We used to have a Planning Technician that was Bobby Ortiz. Many of you knew Bobby, but with all the technology that we've come across these days I'm going to ask to reclassify that to a Planner because there's not so much of that administrative stuff that we do anymore. Most of it is electronic and so that would give us a fourth Planner, so we would have three Engineers, four Planners, Kim Portillo is our Development Specialist out at the NRC that does all the plan intake and tracks all of the project processed through the Development Review Committee.

We could probably use another Engineer and maybe a Planner depending on how much implementation focus we want to have on tracking those and developing the projects that implement the Master Plans. That could be two to five planners to really make an impact on that. **Commissioner Bynum** said when you say another Engineer, do you mean fill the two openings and add one? **Mr. Richardson** said yes. The issue with engineering is that you know we will have one month where we do—I think our high month is probably about 120 plan reviews, so a project might have seven different plan sets in it so each one of those is a review or a month where we do 40. The expectation of completion is no different in the month where you do 120 and you

have no way to predict that. It's very difficult to manage and it's very difficult on the Engineers because—I'm not so worried about overtime in the professional engineering world because if they were at a firm and had a big project going, they would be working overtime too, but it's not necessarily the—it doesn't endear me to my employees and make them want to keep working here all the time when the workload varies that much and it puts that much stress on them and their families.

Commissioner Bynum said just a final comment. You both heard, and I think every commissioner here has heard, length of time in your processes and frustrations that accompany that, and I just wonder if a conversation for us is if we better support with staff, does that shorten up certain time and certain processes? **Mr. Richardson** said there is a lot of that that is tied straight to the State law and to the use of *The Echo* and just purely being able to process if we get 30 applications. As part of the Zoning Code rewrite, we are going to examine all of that and look at ways where we might be able to speed some of that up in different areas. What really needs to go is all of that necessarily a public process or can more of it be done administratively to speed that up so we're looking at all of that. We will be reporting back to you as we get through that process, but that is something I've tasked the consultant with to make sure that we're being as expeditious as we can and if there is a way to be more expeditious, but it takes more staff, I want to know that as well so I can come back and tell you all that.

Kathleen VonAchen, Chief Financial Officer, said I wanted to also point out that of the four people in the Finance Admin Division, I would say a full FTE is spent with the administrative portion of the work related to the economic development district. That includes working through the creation and formation of those districts and then implementing, from an administrative standpoint, all the provisions within—well, most of the provisions within the economic development or the developer agreements processing payments to the developers, collecting the revenue, tracking it, reporting back to the FCC on all the bond related documents that have to do with economic development. That work has been increasing to the point where it's really—you know we're just doing our best to keep our head above water. If there was a lot more development happening, we would need—you need to keep that in mind that we need more resources on that end too. It's something that's overlooked.

Commissioner Markley said I'm going to pull a Murguia here and just say why wouldn't we find an outside firm to take on some engineering hours when we have that overflow so that our regular engineers have more of a steady workflow and when we have those huge months, we just pay a contractor to do that extra work. Then, maybe they love us and then they want to come and work here fulltime and then you would finally get your position filled. **Mr. Richardson** said the difficulty is scheduling when we don't know what's about to hit. Their schedules are full too, but we're looking at all those different options and we have to have somebody that—you know it takes a month or more to get a contractor up to speed so if they don't have that same person all the time available to us, it tends to slow us down. We've tried that and we're working on different ways to try to make that work as well.

Mr. Stephens said to go back, Commissioner Bynum, to your question. I didn't fully answer, but I think it's important to say that as we look at this that fundamentally the difference in our departments, Economic Development has the opportunity and the ability, and I would say a large percentage of my time since I've been here, has been on the growth of economic interest and growth of economic development and compelling greater interest from developers. So, the up and down times within Economic Development I would say, and I would ask any team members back here, to raise their hand if they say there is really downtimes in Economic Development. I don't create downtimes in our team because when there are not six or seven working development agreements, we're out compelling, bringing in developers and I was trying to do the math; I think we've brought in 16 developers into City Hall just in the last few months to tour them, show them and to work towards terms and development of project areas to develop interest. With that as we look at the elasticity of staffing, if we had opportunities, it would be another Economic Development Professional that has the capacity to work the early in legend from interest to terms to development agreement. Also, then probably an additional Administrative style support person to help transition those development agreements into final documents that would be ready for review by the commissioners for review and approval.

Commissioner Murguia said so this is just my opinion, I've never brought this up before, but it seems like we do things here backwards. From a Master Planning perspective, it's always started from us. We start it, we organize it, we put it together, and we always go to the people in the

community first. This probably isn't going to make me very popular, but unfortunately the people in the community including myself are not familiar with what the market is and where business wants to locate. I think we give our community false expectations when we bring them to the table and say dream big, tell us what you want, they give us a list and then you can't make it happen because it doesn't meet with what the market demand is. We constantly are disappointing the public when we do it that way. It would seem to me the better approach would be to get with developers because that's what they do. Like if you need a doctor, you go to a doctor. You don't talk to your friend and then go to the doctor. You talk to the developer, the developer that's not just developing in Wyandotte County, but developing in Johnson County and developing in Leavenworth and developing in the region and you say hey, can you look at Wyandotte County in general, the whole county, and can you tell us where our greatest opportunities are in all areas of the county because I know what they're going to tell you if you just say—they're going to say the Legend's. We're saying that's great, we know there's opportunities there and we want to continue to pursue those, but what are our opportunities across the board in Wyandotte County and find those areas. Then you take that information and you're forthcoming with the public and you say listen, we went to these developers, that's what they do. We went to the doctor and this is what the doctor said our options are and they told us what the options are and this is what you get to pick from.

I think what's unrealistic is when you go to a group of people that know nothing about development and know very little about government and how it operates and we say things like we know you want a grocery store so what do you want. Of course, if someone comes to me and says I'm going to buy you a car, what kind of car do you want, I'm going to pick a pretty nice car and I'm not going to pick what's practical for what I need it for. Then you have this huge expectation that they're going to get a 60,000 square foot supercenter with organic product and all these kinds of things when we all know from talking to developers that the market doesn't bear that kind of development and they can be mad about that but it's not going to happen.

I would like to see our staff shift to more of why we aren't hiring a couple of different—it doesn't have to be one, it can be five developers and say come tell us what you can do in our county all over the county. Bring it back to us and then present that to the community and say this is what business they will do for us and then let them decide. If they say no like when Lane4 volunteered to take over Indian Springs and didn't get paid a dime, they came back with a proposal

and the community said that's not really what we're interested in, fine, then we move on. They need to understand what their options are. When you go to somebody and you just say pick whatever you want, what it does is, I think it creates a lot of stress and unrealistic expectations on the elected body that they think they're going to get something that the business community is never going to deliver. Nobody is doing that to be, I don't think, discriminatory or mean, it's pretty simple for people that don't understand it. They look at rooftops, they look at income levels, they look at disposal income, how much actual money after you pay your house payment, your light bill, and you buy your kids clothes and you feed them; how much money do you have left to pay for other things and what kind of retailer is going to come to your neighborhood and invest millions of dollars in a building and inventory for that little amount of money that particular neighborhood may have to spend. People don't understand that but it's pretty elementary.

I would like to see us take a different approach in the future. Start with the developers, get them to bring forward several ideas and when we have a marriage, when the community says yes, I like this idea and the developer says I can do this idea, then that becomes a priority project no matter where it is. If we're working on that all around the county I would think that would save all of you a lot of time and a lot of manpower because I think if we're really forthcoming with the public I doubt, Rob, that you or, Jon, even you; are you building an intimate relationship with grocers out there? I'm just using that as an example. Are you going to dinner with The Gap or Price Chopper or Walmart, are you hanging out with the guys that own Dollar General or Sonic or a fast-food place, I doubt that's happening? **Mr. Richardson** said I'm definitely not hanging out with the Dollar General people. **Commissioner Murguia** said I will tell you I doubt all of you are building a relationship with them which is allowing them to know more about our neighborhoods. I would just like to see us rely on the experts in that area which are the developers that are having those relationships with those.

Mayor Alvey asked any other questions or comments? We will move on to the next topic.

DEPARTMENT SPECIAL FUNDS

Mr. Bach said the next section we have is on Department Special Funds. This is one I know a few commissioners had talked about and then at one of our Economic Development Standing Committee's the topic came up. Ms. VonAchen and her staff have put together a fairly extensive report that she sent out. Some of you may have had the chance to look through it. I will also note there are many department heads here that work with these special funds that if we were to get into some of the details with that. She is in a position to walk through all this that we put together for you this evening. I've asked her to kind of skip through part of it at a fairly high level though if there is an area where you want us to go back into and spend more time, we certainly can do that.

DISCUSSION ITEMS

- WHAT IS THE LEGAL AUTHORITY FOR THE SOURCES AND USES OF THE DEPARTMENT SPECIAL FUNDS?
- WHAT ARE THE ESTIMATED ENDING FUND BALANCES AND RESERVE PERCENTAGES?
- WHAT ARE THE FUTURE PLANS FOR THE ENDING BALANCES OF EACH FUND?

Kathleen VonAchen, Chief Financial Officer, said as you know when Doug presented the proposed 2019 Budget document we talked about how the total budget equals the total budgeted

expenditures equaled \$376M. What we're presenting here tonight is what we're calling the Department Special Funds. Those all total \$145M or 38% of the total budget. The remaining portion of the budget which there has been a lot of focus on are the three General Funds; the City General Fund, the County General Fund, and Parks & Rec Consolidated General Fund. What we're about to talk about is the rest of the budget. In governments, because we have all these laws we have to follow, there is a requirement that we have separate funds for all these various uses of revenue in order to demonstrate our compliance with the law. That's why we're going to talk here about 26 different funds. The purpose of this presentation is really to just answer these three questions: What is the legal authority for the sources and uses of the Departmental Special Funds, what's the ending fund balance we're estimating for the end of the year and how does that compare with our Reserve target percentages, and then what future plans are there for any kind of ending balances of the funds going forward into 2020 and beyond.

AUTHORIZATION CATEGORIES

- 1) COUNTY LEVY FUNDS
- 2) DEBT SERVICE FUNDS
- 3) FUNDS RESTRICTED BY KANSAS STATE STATUTE
- 4) FUNDS CREATED BY UG COMMISSION WITH AUTHORITY OF STATE STATUTE
- 5) USER FEE-BASED FUNDS (ENTERPRISES)

So, of those 26 funds I broke them up into five categories and so I'm going to start out—basically these categories are developed based on the level of authority or compliance that we have to adhere to.

COUNTY LEVY FUNDS

County Levy Funds - Fund Balances | Expenditures, Transfers-out | Reserve Percentages

Resources Dedicated for Legally Authorized Uses

Source: 2019 Proposed Budget, Financial Overview Fund Statements (CAFR - Modified Accrual Accounting)

	Proposed Budget Page #	2017 Ending Total Fund Balance	Est. 2018 Ending Total Fund Balance	Est. 2019 Ending Total Fund Balance	2019 Proposed Expenditures & Transfers-out	2019 Fund Balance as a % of Expenditures & Transfers-out	Target Reserve Range (as a % of Expenditures & Transfers-out)	Mill Levy
Developmental Disability	55	\$ 323,865	\$ 225,409	\$ 149,311	\$ 598,386	25%	10% to 15%	0.345
Elections	56	\$ 542,570	\$ 301,786	\$ 109,566	\$ 1,501,595	7%	10% to 15%	0.870
Health Department	57	\$ 664,133	\$ 435,199	\$ 191,397	\$ 3,511,931	5%	10% to 15%	1.554
Mental Health	58	\$ 69,112	\$ 65,587	\$ 97,172	\$ 580,000	17%	10% to 15%	0.424
Aging	52	\$ 199,864	\$ 50,389	\$ 24,036	\$ 1,894,252	1%	10% to 15%	1.024
Totals		\$ 1,799,544	\$ 1,078,370	\$ 571,482	\$ 8,086,164	7%	10% to 15%	4.217

2019 FUND BALANCES GENERALLY MEET FUND BALANCE TARGETS, EXCEPT FOR THE DEVELOPMENT DISABILITIES FUND AND MENTAL HEALTH FUND WHICH EXCEED THE TARGETS. THESE FUNDS ARE ACCUMULATING RESOURCES FOR POTENTIAL FUTURE CASELOAD INCREASES.

We're going to start out with the County Levy Funds. The County Levy Funds, there are five of them, they have been established for quite a long time; probably before consolidation. These are very old funds and they deal with many of the core Human Services functions that are required by counties by the State. What we've also presented in this table is a listing of the page number where you will find the fund summary in the budget document and we've provided a little bit of history in the ending fund balance for '17 and '18 and then what we're expecting to have for fund balance in these funds at the end of '19 assuming the estimated revenues minus the proposed expenditures for these funds. The proposed expenditures for these funds in 2019 is listed here and the Reserve target is a calculation that takes this estimated fund balance and divides it into the number of—the amount of total expenditures and that's how you get that 25%, for example, on the top line. Over here are the Reserve targets that are included in the proposed financial policies that is on your docket for later this evening. Then, we just provided the mill levies here just as a reference. **Mayor Alvey** said the target reserve range, as a percentage of expenditures and transfers out, the 10-15% is that range required by statute, recommended, is that our own policies that we're following; what is the source of that 10-15%? **Ms. VonAchen** said this is as established by our policies. These policies have been in place for quite a while, but they are not required by statute, no. This is best practices, recommended practice in order to maintain sufficient reserves to meet liquidity needs. **Mayor Alvey** said in general we set that policy because of when we go out to get bonding authority

or to bond, this is what the bonding agencies are looking for, why that range, just in general? **Ms. VonAchen** said you know that's a really good question. The bonding agencies, they look primarily at the General Fund. They don't look at the other governmental funds, but sometimes they look at the other governmental funds. Let me just tell you, if all these amounts were negative or really close to zero, then they would be looking at them because it shows that you're not really prudently managing your cash in your financial position.

Just generally speaking, as you can see, we're right in the range except for these two funds; Developmental Disabilities and Mental Health which are slightly higher than the 10-15% range and part of the reason is because these funds are accumulating reserves in anticipation of possible future increases in case load. I'll take you to the next slide.

COUNTY LEVY FUNDS – LEGAL AUTHORITY

- *K.S.A. 19-101a et seq.* granted home rule powers to counties in 1974, and, like cities, counties may use home rule powers as a basis for a property tax levy as described in *K.S.A. 19-117*. Authority of county commissioners to issue levies under *K.S.A. 70-1802*.
- **Developmental Disabilities Fund** – *K.S.A. 19-4004, 19-4007 and 19-4011* to provide services such as: job placement services for disabled and developmentally disabled clients; vocation services to help clients gain wage earning job skills; services to help individuals learn independent living skills; and a preschool designed to prepare disabled children for the school experience.
- **Election Fund** – *K.S.A. 19-3435a, 25-2201a, and 39-417* to provide necessary funding for the payment of the salaries and expenses of the office of the election commissioner and election expenses. *K.S.A. 19-3424(c)* states The board of county commissioners shall consider the request in the same manner as other departments and agencies of the county and shall approve and adopt a budget for the office of election commissioner within the county budget in an amount determined by the board of county commissioners to be sufficient and adequate for the performance of the duties of the office and the conduct of elections as required by law.
- **Health Department Fund** – *K.S.A. 65-204* for the purpose of providing funds to assist in carrying out health laws, rules and regulations of the county and to provide funds for capital expenditures for county health purposes.
- **Mental Health Fund** – *K.S.A. 19-4004, 19-4007 and 19-4011* purpose of contracting services with nonprofit corporations to provide either mental health services or services for clients with mental health needs.
- **Aging Fund** – *K.S.A. 12-1680* to provide funds for service programs for the elderly for three senior centers, providing two transportation systems, educating and monitoring clients with health needs.

This next slide you can read it at your own leisure, but it does provide the statutory authority for the collection of the fee and its specifics on how that money should be spent or is required to be spent on. I won't go into it in-depth, but I'm happy to answer any questions.

Commissioner Walters said go back to that previous slide. There are several departments there that the fund balance is dwindling significantly. For example, the Health Department and Elections. Could you explain that a little bit, why our fund balances are going down so drastically

in those couple of examples from 2017 to 2019? **Ms. VonAchen** said by the way, I was going to introduce my staff. I have Debbie Jonscher here, our Deputy CFO, she's going to cover a couple of slides. I have Budget Manager Reginald Lindsey who is going to answer specific questions like that.

Reginald Lindsey, Budget Manager, said with the Health Department we're purchasing a new software, an electronic medical software that going to be \$295K so that is quite an impact on their fund balance. With the Aging, basically we fund two departments out of there, the Aging Department and also Transit and just trying to provide meals and everything for our aging community we kind of cut really close to the fund balance on it. **Commissioner Walters** said so these are kind of one-time expenditures so maybe—**Mr. Lindsey** said it was a one-time expenditure in the Health Department but Aging basically the operations are pretty taxed as far as—there are a lot of services we're trying to provide here, and we do cut it pretty close on the fund balance here. **Ms. VonAchen** said the Aging fund, which is also augmented by grants, if you go to their main departmental page, Reggie can probably tell you what page that is, it's augmented by other sources of revenues like grants and other things. This isn't the only amount of money that's going towards Aging Services but we always try to maximize the property tax dollars as much as possible. **Commissioner Walters** asked what about Election? **Mr. Lindsey** said within Aging we also have Transit where we have to buy vans and buses and then we have people to deliver—**Commissioner Walters** said I understand that. I'm just wondering if we're going to have a problem in 2020 where we have to replenish all these funds or something. **Mr. Lindsey** said every year during the budget season we have to try to find ways to balance the fund for Aging. The Health Department we do have one-time expense where after we buy the piece of software it will be find, but Aging is something we have to take a look at every year.

Ms. VonAchen said we have the Election Commissioner here to talk about the Aging Fund if he would like to make some comments. **Commissioner Philbrook** said he's Election. **Ms. VonAchen** said Election Commissioner.

Commissioner Philbrook said on the Aging, the Transit; you don't need to give the answer now but I would like to have the breakdown on the amount of monies for the Transit because there are different kinds of transit programs. **Mr. Lindsey** said the funding that's provided to the Transit

Department from the Aging is like \$1.5M and then there is \$440K that goes to Aging. **Ms. VonAchen** said we can tell you the page number in a moment. Any more questions on the County Levy Fund?

Commissioner Burroughs said I do have a comment in reference to the question that was proposed by Commissioner Walters in reference to the mill levy amount in the Reserves. We have two that are over their mandated various of 10-15% and we have three of them that are within—or two of them within and one of them that is way low. As a body we have the authority, I believe Mayor, to adjust those mill levies accordingly and address how those reserves are built within those particular accounts. I would encourage us to look at a projection in reference to Mr. Walters' question about the Aging. If we need to build those reserves, we may want to look at raising the mill levy for the Aging and at the same time reduce the mill levy dealing with Developmental Disability or the Mental Health portion. I know they may have a caseload that will come forward, but in the meantime, we should stabilize those accounts and make sure they're within their percentages of the target reserve. If they're not up to target reserve or over target reserve, that's where we need to coordinate how we can best utilize the resources we have to adjust our budget.

Commissioner Philbrook asked, Commissioner, are you suggesting that we stay at the 4.2 but just adjust it within that group. **Commissioner Burroughs** said that's a point of discussion when we get into working the budget. I'm not advocating or playing one agency against another, but if we're going to try to get back the Aging, get it up to within its reserve levels of 10-15%, there's a various of 2-5% in most of these Special Funds. That 2-5% can represent \$100 or it could represent tens of thousands of dollars and that's why I wanted to have us have the exercise of walking through this publicly because it's very important. If we have an ordinance or a mandate that we fund these and have the reserve set-aside, then we should make sure that we're following what we have set forward as a governing body. That percentage of 1% is not within its reserve capacity and the 25% has exceeded its reserve capacity and it not only has exceeded its reserve capacity this year, it's been ongoing. We may want to adjust those and it may very well reduce the effect on our lower 4.2 mills that you referenced Commissioner Philbrook. **Commissioner Philbrook** said I just wanted to understand where you were going.

Mayor Alvey said I guess the question I would have on this is, on the Developmental Disabilities there is 25% and so that 25%, is that high for the year, does it ratchet up and down over the course of the year, what causes it to ratchet up and down and the Aging the same way. When we're at the 1% low, is it going to go back up just depending upon when a grant comes in, when expenditures go out. It doesn't show the flow of the money, the ebbing flow of these funds here. **Ms. VonAchen** said I'm guessing what Reggie is going to say, or maybe he can add to it, I believe with Developmental Disabilities the grants may vary a tad from year to year and so I don't think we know the amount of the grants so sometimes we have to use more property tax and other years less. **Mr. Lindsey** said in the past Developmental Disabilities they have lost some grant money due to some State cutbacks so right now they did get some of it back and they were able to build their fund balance back up. For a little bit they were cutting a pretty low fund balance and right now they were about to build it back up. Transit and Aging, the portion that's funded out of the Aging Department doesn't fluctuate. We actually give \$150K to the Aging Fund out of the County General Fund to also help balance it. **Ms. VonAchen** said to augment their funding level and their total budget is found on page 280. **Mayor Alvey** said I'm not concerned about that. What I'm concerned about, I think what Commissioner Burroughs is asking, we have a 1%; if our target reserve range is 10-15%, why isn't it there? Does that move up and down month to month, year to year and if so, why? If 1% is okay, why is it okay and then why do we have a 10-15%? Is it just a blanket policy 10-15% for all of these reserve funds, but not really meant to be specific to each of those areas? **Ms. VonAchen** said right. It's a target reserve that's been place in the past. It's a general blanket policy towards—this is the level for County Levies.

The reason the Aging Fund is down is because we want to provide as much funding as possible towards the Aging Program within the limits that are available. We have this one mill here for Aging, but in addition the General Fund is transferring \$150K in additional resources to offset those expenses. **Mayor Alvey** said I guess what I'm getting at, what we have is we have a target reserve range that is applied across all these funds; Developmental Disabilities, Election, Health Department, etc. It's a blanket policy 10-15%, it's a range, it's a recommendation, it doesn't have to reach it. If we don't have that range, it doesn't really cause any difficulties for borrowing or financial problems unless we're negative and going up to 25% is not necessarily a problem because it could be a reserve of funds that's going to have one major purchase towards the end of the period so it's going to ratchet it up to that level but eventually be drawn back down.

The target reserve range leaves one with the impression that we better be there or else, but in fact, that's not the case. Is that correct? **Ms. VonAchen** said that's right. I mean it's a target. All of it is discretionary within your control as commissioners in addition to the General Fund balance. I mean it's all discretionary within your role.

Mr. Bach said I would probably offer too, with this, Mayor, I think it was very astute the way you pointed that out that within most of these funds especially those that have a large grant reliability it takes very little—I mean all at once they get a \$100K impact from a lost grant and that reserve is gone or in the case like Reggie said, we move money from the County Budget over into other areas in order to keep those groups whole. We do this as opposed to fluctuating the mill rates up and down and moving them around because it's really the whole mill rate that we're always concerned about and then it's what is the overall amount of fund balance that we're operating in within the County operations. So, overall I look at this one and I will say I've got 7% because what's the total of all of these because I'm talking about \$8M that are coming out of that piece of the budget so you want to keep it there, but then you look at it if you need to balance something out, you're going to work from the overall County General Fund. That's what we work with year to year to make sure we're balancing out.

Commissioner Burroughs said I appreciate that, but we've built County General Reserves and we've been talking about building those reserves and we want to keep them at two months and we talked about taking them to three-month reserve level. We have a tremendous amount of idle cash in some of these accounts and we have a need for additional cash and services in some of these accounts. What I was trying to do, and committee members were looking at, was are those percentages where they need to be and, as Kathleen stated, these have been—when I read through the policies and found this it peaked my interest because all I was seeing was percentages and not dollar amounts. When I looked at the dollar amounts some of them were quite exorbitant and some of them were in need of having additional dollars put into them. We shouldn't be supplementing these categories with General Fund dollars if there is a mill levy mandate that we put in place to do that. It's more of a transparency. If the agent community has needs and services and we have to provide it out of the General Fund, then we may have to look at raising the mill levy and people that utilize those services can be kept whole and not impact the rest of the budget. By adjusting the Reserves on the General Fund keep throwing additional dollars into these funds

that are unfunded we're taking away from the General Fund and actually what we're doing is appropriating dollars to different agencies that we can't follow those dollars as commissioners unless you really want to drill down into the book. I think this is opportunity here for us to look at visiting something that's been on the book for excess of 20 some years now and when I read through the policies this stuck out. I asked the commissioners to work with me on this so that we can identify what counts and as we go into the budget process I will come forward with some recommendations and hopefully it puts some clarity in how we may be able to address these issues and get to a more stable instead of erratic savings Reserve level. **Ms. VonAchen** said your observations are spot on.

DEBT SERVICE FUNDS								
Debt Service Funds - Fund Balances Expenditures, Transfers-out Reserve Percentages								
Resources Dedicated for Legally Authorized Uses								
Source: 2019 Proposed Budget, Financial Overview Fund Statements (CAFR - Modified Accrual Accounting)								
	Proposed Budget Page #	2017 Ending Total Fund Balance	Est. 2018 Ending Total Fund Balance	Est. 2019 Ending Total Fund Balance	2019 Proposed Expenditures & Transfers-out	2019 Fund Balance as a % of Expenditures & Transfers-out	Target Reserve Range (as a % of Expenditures & Transfers-out)	Mill Levy
City Bond & Interest Fund	53	\$ 8,463,434	\$ 7,460,750	\$ 6,580,534	\$ 34,851,536	19%	5% to 10%	16.836
County Bond & Interest Fund	54	\$ 3,307,521	\$ 4,893,804	\$ 4,295,495	\$ 5,350,944	80%	5% to 10%	2.195
Totals		\$ 11,770,955	\$ 12,354,554	\$ 10,876,029	\$ 40,202,480	27%	5% to 10%	19.031

2019 Fund Balances exceed fund balance targets. In the first 2 months of the fiscal year, over \$6.0 million is spent in debt service payments. A higher reserve is needed to meet liquidity needs.

Debbie Jonscher, Deputy Chief Financial Officer, said the next two funds that we're going to cover are the Debt Service Funds. We've had several workshops where we talked about both the City and the County debt. This is providing the same information that Kathleen talked about on the last slide. I will just point out the fund balance percentages for the City Bond & Interest is 19% and the County Bond & Interest is 80%. I will talk a little bit about why that has such a large amount. Our target range is 5-10% for these funds. I have a little note at the bottom that the 2019 fund balances do exceed the target; however, in the first two months of the fiscal year we do make a payment, mostly an interest payment, in February that's over \$6M in Debt Service payments.

We need that cash balance at the beginning of the year to make sure that we cover that first payment.

DEBT SERVICE FUNDS

- *Statute Citations:*
 - K.S.A. 12-1774 authorizes county commissions to levy a property tax and designate the specific purpose for repayment of general obligation debt.
 - K.S.A 10-113 requires cities to make tax levies sufficient to pay GO Bonds
 - K.S.A. 10-117(a) restricts the transfer of resources out of the bond and interest fund until all outstanding bond issues have been extinguished.
- *Restricted Use of Revenues:*
 - Outstanding bond documents have pledged these revenues for debt repayment.
 - *"Funds shall be used solely for the payment of principal and interest on the Bonds".*
 - *"Whenever all bond issues have been completely retired the governing body of the municipality, which issued such bonds, is hereby authorized to transfer any unexpended balance of money in such bond and interest fund to the general fund of the municipality".*
- County Bond & Interest Fund has extra in reserves due to the transfers from the County General Fund from savings on reduced outside inmate bed contracts (\$1.5 million in 2017 and \$1.0 million in 2018). Debt service payments for Juvenile Center are approximately \$1.7 million annually begin in 2019.

This next slide shows some of the statutes related to the Bond & Interest Fund and the restrictions that are on there. Once funds are put into the Bond & Interest Funds those funds are only to be used for the payment of principal and interest on outstanding bonds. The balances in those funds cannot be transferred out until such a time when all outstanding bond issues have been paid out and then at that point—have been paid off and at that point the governing body could transfer the funds back to the General Fund, but all bond issues would have to be paid off at that point. We have listed out some of the statutes that talk about those requirements for the funds.

Commissioner Philbrook said I was reading this and it was talking about transfer of funds like unexpended balance of money. Does that happen very often? **Ms. VonAchen** asked from this slide. **Commissioner Philbrook** said yes. **Ms. Jonscher** said we're talking about the money, if there would be any money left in the fund because we have—if the tax revenue that comes into that fund is greater than the amount, once we paid off all of our bond issues if there was any money left in there. **Ms. VonAchen** said so no, it doesn't happen very often because we know exactly

how much we have to payout every year because of all the bond documents we have. **Commissioner Philbrook** said no such luck, okay.

Ms. Jonscher said I did forget to mention on the County Bond & Interest it does have a higher fund balance right now and that's because we've been transferring money to that fund in anticipation of the higher bond and interest payment on the Juvenile Center that takes effective in 2019.

FUNDS RESTRICTED BY KANSAS STATUTES							
Funds Restricted by State Statutes - Fund Balances Expenditures, Transfers-out Reserve Percentages Resources Dedicated for Legally Authorized Uses Source: 2019 Proposed Budget, Financial Overview Fund Statements (CAFR - Modified Accrual Accounting)							
	Proposed Budget Page #	2017 Ending Total Fund Balance	Est. 2018 Ending Total Fund Balance	Est. 2019 Ending Total Fund Balance	2019 Proposed Expenditures & Transfers-out	2019 Fund Balance as a % of Expenditures & Transfers-out	Target Reserve Range (as a % of Expenditures & Transfers-out)
UG Clerk Technology	60	\$ 92,247	\$ 87,247	\$ 82,247	\$ 50,000	164%	5% to 10%
County Treasurer Technology	71	\$ 104,327	\$ 110,169	\$ 135,840	\$ 19,329	703%	5% to 10%
Register of Deeds Technology	65	\$ 140,048	\$ 169,978	\$ 199,908	\$ 130,170	154%	5% to 10%
Court Trustee	61	\$ 738,986	\$ 568,959	\$ 390,995	\$ 587,964	66%	8% to 12%
Special Alcohol Program	66	\$ 665,108	\$ 403,114	\$ 145,581	\$ 787,633	18%	5% to 10%
Special Parks & Recreation	68	\$ 96,571	\$ 37,883	\$ 21,948	\$ 545,936	4%	3% to 5%
Special Street & Highway	69	\$ 1,394,967	\$ 862,467	\$ 292,467	\$ 7,650,000	4%	3% to 5%
Special Wyandotte 911	72	\$ 361,153	\$ 222,063	\$ 178,122	\$ 867,000	21%	5% to 10%
Totals		\$ 3,593,407	\$ 2,461,880	\$ 1,447,108	\$ 10,638,032	14%	3% to 12%

Ms. VonAchen said these eight funds are funds which are restricted by Kansas Statutes. The first three are technology funds established for the UG Clerk or County Clerk, the County Treasurer and the Register of Deeds followed by the Court Trustee and several funds that are funded by an Alcohol Tax; Special Alcohol Programs, Parks & Rec. A Gas Tax supporting the Special Street & Highway Fund and then a 911 Tax supporting the Wyandotte County 911 Fund. All of the total for these funds amounts to—the fund balance at the end of the year amounts to \$1.4M and reflects 14% of their total expenditures which is line with or a little higher than the target range for these funds.

COUNTY TECHNOLOGY FUNDS

- Statute Citation:
 - Clerk's Technology Fund – K.S.A. 28-180
 - Register of Deeds' Technology Fund – K.S.A. 28-115a
 - Treasurer's Technology Fund – K.S.A. 28-181
- Restricted Use of Revenues
 - *"to acquire equipment and technological services for the storing, recording, archiving, retrieving, maintaining and handling of data recorded, stored or generated in the office..."*
- Statutory Direction on Use of Excess Balances
 - *"At the end of the calendar year, if the balance in such fund exceeds \$50,000 and the county [clerk, register of deeds or treasurer] indicates that such amount in excess of \$50,000 shall not be needed and is not designated for technology, the county commission may authorize the transfer and use of the excess moneys by other county offices for equipment or technological services relating to the land or property records filed or maintained by the county."*
- Exempt from "Certified Funds" Kansas Budget Law (K.S.A. 79-2925 through 79-2937)
 - Budgets shown for the information of the taxpayers of the county.
 - Any budget actions taken shall be in accordance with County Clerk – K.S.A. 19-302, Register of Deeds – K.S.A. 19-1202, and County Treasurer – K.S.A. 19-503

I'm going to talk individually about these funds a little bit. The County Technology Funds are required by these statutes individually for each of the three, but each of these three statutes have the exact same language in them except they refer to different County offices. That revenues are generated—they're acquired in order to cover the cost of equipment and technology for these various functions. The language also specifies that if there are excess balances in these funds in excess of \$50,000, then the respective official, that being the Register of Deeds or the County Treasurer, must approve the transfer of the excess amount and that if it were transferred that money still needs to be used to pay for equipment or technology services related to the land or property records. In addition, these three funds are actually not legally required or certified to have an adopted budget by the Commission. They follow the different budget laws as specified in these statutes, but we provide them in the budget document just to provide additional information for the residents.

These funds here are accumulating balances in order to support a variety of technology needs. For example, in the County Treasurer's Office the State requires—we use the States software system for Motor Vehicle and Property Tax Administration, but the State fully requires us to maintain all of our—bear the cost of all the equipment and the information technology needs including all the hardware and software, etc. Sometimes those acquisitions can be quite large so there needs to be sufficient balances once that equipment has aged and is ready for replacement.

Commissioner Burroughs said for the body's information, the fund that's 703% funded, those are large expenses that come forward, the 703%. What I really believe the Administrator should know is when are those funds going to be exceeded, when is the program going to be put in place to utilize those dollars to fund the project, so we don't sit here and see this fund grow to 1,000%, 1,200% and no action being taken and it's not meeting needs or services of the community. We as commissioners should—if we have a deadline or a plan or proposal in place to advance that technology or implement it, we should know that. The purpose of bringing these forward is to bring it to the Commission's attention that these funds are sitting there building reserves for future projects, when are they going to happen? I've heard, since I've been here, that sometimes it takes 10, 12, 14 years and if we have an ordinance or a mandate to keep the Reserves at 5-10%, then we need special language that allows us to exceed that for future projects and I didn't see it in the policy. I just wanted to bring that forward, but thank you, Mayor, for the education of the rest of the commissioners.

Ms. VonAchen said I spoke with the County Treasurer who reports to me this afternoon and as you know he has only been the County Treasurer for a few months. What he said was that he actually wasn't quite aware of how large that balance had grown to and what he plans to do is to develop a plan for doing an assessment of the current equipment that we have and developing a plan which goes right in line with what you're asking us to do. He did mention, for example, that all the monitors in his two locations need to be replaced and he estimated that would be at least \$20K. We very conservatively budgeted \$19K that's just based on the CPI of the prior year. There are needs out there and of course the fund balance is \$135K so you know when you have those lower amounts, as Doug mentioned, you really get these kinds of whacky percentages.

This really good observation—you know when we updated the financial policies with respect to these Special Funds, I didn't want to dramatically change the prior practice so all I did with this Reserve Policy in terms of my recommendation was to change some of the funds that had been renamed and then add in a few funds that have been created since the last policy—since that policy had been previously adopted and I didn't really necessarily want to make any dramatic changes in these target reserve percentage. There is still a little bit of work to do in terms of our financial policies so that they make better sense and address some of these questions that you have.

COURT TRUSTEE FUND

- Statute Citation – *K.S.A. 20-380*
- Fee Revenue:
 - Not to exceed 5% of (child) support payments, as determined by the chief judge
 - Based on hourly cost of office operations for provision of service with written agreement of the payee, or
 - From restitution, not to exceed authorized by the attorney general pursuant to *K.S.A. 75-719*
- Restricted Use of Revenues:
 - Fund operations to provide suitable quarters for the office of court trustee, furnish stationery and supplies, and such furniture and equipment as shall, in the discretion of the chief judge, be necessary for the use of the court trustee in accordance with *K.S.A. 20-375 et seq* to enforce the duties of child support administration.
 - All payments made by the secretary for children and families pursuant to *K.S.A. 23-3113*, and amendments thereto, or any grants or other monies received which are intended to further child support enforcement goals or restitution goals shall be deposited in the court trustee operations fund.

Quickly, I wanted to cover a few more of these and then Debbie is going to handle a couple of them. The Court Trustee Fund is a Special Revenue Fund. It collects revenues related to child support payments and it's fully determined by the Chief Judge. The use of these revenues is restricted for the enforcement of child support payments per these statutes. As you can see this fund has a fund balance of \$390K which represents 66% of the expenditures. This fund balance is kind of growing a tad.

Mayor Alvey said I think we have about a half hour left. **Ms. VonAchen** said so real quick. **Mayor Alvey** said no. I think what we will do—I think the main points have been established that there are certain requirements—certain funds have certain statutory requirements. There is a general policy that is in place that we are looking for a target range of 10-15%. That some of these funds grow beyond that target and some of them fall below based upon the expenditures. Sometimes that money pools to allow us to make bigger purchases. The ultimate, I think, takeaway is that we're not establishing large funds that are then no longer expended. The mill rate is not over collecting what we need. **Ms. VonAchen** said you can see that from the bottom line here. **Mayor Alvey** said I think the point we want to make sure I think and, Commissioner Burroughs, I'm not going to speak for you but one of the things is that we don't simply take these funds and reassign them someplace else. They have a purpose, they go to that purpose, when it exceeds that

we ratchet back down, it balances out, but there may be some need to bring to, for instance, the County Treasurer your attention that it's getting pretty large. You have this money available, make sure it serves the public's needs.

Anything else Commissioner Burroughs? Okay. Next topic.

NBR FUNDING

Mr. Bach said the next one is regarding NBR Funding.

NEIGHBORHOOD BUSINESS & REVITALIZATION (NBR) FUNDING HISTORY

Year	# of Organizations	Amount (per Organization)
2014-2018	8	\$27,500
2011-2013	8	\$22,500
2010	8	\$27,000
2009	7	\$27,000
2008	7	\$30,000

Commissioner Bynum asked that we bring this forward. She wanted to talk about it, so I provided this first slide to just give a little historical perspective. We went back for the last 10-11 years I guess actually showing that in 2008 we had seven NBRs and we were funding them at \$30K each. In 2009 we lowered that amount by \$3,000 to each of the NBRs. In 2010 we added an NBR to it

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and kept them at that level. Then when we had tighter funding across all areas and you recall we were cutting many departments, well you may not recall, we were cutting many of them 10 or 15%, we cut the NBRs as well down to this \$22,500 rate. In 2014 we raised them back up to \$27,500 and that's where they've remained since that time.

NEIGHBORHOOD BUSINESS & REVITALIZATION (NBR) ORGANIZATIONS	
NBR Organization	2018 Allocation
Argentine Betterment Corp	\$ 27,500.00
Armourdale Renewal Assn Inc	\$ 27,500.00
Central Ave Betterment Assn	\$ 27,500.00
Downtown Shareholders	\$ 27,500.00
Historic Northeast Midtown Assn	\$ 27,500.00
Leavenworth Road Assn	\$ 27,500.00
Rosedale Development Assn	\$ 27,500.00
Turner Community Connection Inc	\$ 27,500.00
Total	\$ 220,000.00

This next slide shows the current NBRs and how much they're funded at, all at \$27,500. **Commissioner Bynum** said thank you Mayor and Mr. Bach for even letting me bring it forward. I have a lot I would want to say about our NBRs. I appreciate that you have listed all eight of them. They do a lot of work all around Wyandotte County. Each of them complies with a scope of services that we actually sit down and work with them on and several years ago we actually had them change and modify their scope to align with our adopted Master Plan. They do valuable work and I could spend a lot of time on it, but we don't have a lot of time. My request here to our body is, as you can see, in '08 they were funded at \$30K and a decade later I would like to return them to their \$30K allocation that they were receiving in 2008. I can go on and on and on about it if I need to, but we have 30 minutes until our 7:00 meeting. **Commissioner Philbrook** said I agree.

Mayor Alvey said I would say this, in general I would ask that—it would seem that we would say okay if we were going to bump this up \$2,500, there would be a purpose for that. I have been meeting with the various NBRs. Clearly there is a need for more resources especially in training I think, bringing them together, bringing people from the outside to help them. For instance, how

do you recruit new members, that's a common thing for all of them. How do you reach out, so normally I would ask that we would have an identified need but there are so many needs that I'm confident they will find a way—a good purpose for the \$2,500. **Commissioner Bynum** said I guess my point, thank you for that and I appreciate that you're meeting with them, it does speak directly to your initiative. I guess the point I'm trying to get at is we've pretty much ask them on a regular basis to do more and we've asked them repeatedly to take on more and when we adopted SOAR, just as an example, who did we turn to as our immediate partner, but our neighborhoods and our NBRs. They stepped up and those items are in their scopes of services in the contract for the work they do for us right now. I'm not familiar of a time when we turned to an NBR or a Livable Neighborhoods, for that matter, and said we aren't going to support you with any more dollars financially, but you're such a great partner for us we really need you to come onboard and add x, y and z to your already full agenda and menu of work that you do for and with this community, can you do that and they pretty much say yes every time. I would hope that we are rewarding them with \$2,500, which is not a reward, it's a return to the financing we were giving them a decade ago and just let them determine what they can do with an additional \$2,500. I think it's the least we can do, and we talked earlier about being in a time of recovery and that during the time of recovery we should do all that we can and so \$20K to me is a minimal investment for what we get back from these groups. That's what I'm asking for.

Commissioner Murguia said I don't really know what their scope of service is. I know what one NBR scope of service is. I know what one NBRs goals are and I know whether or not they meet those goals. From the day I came on as commissioner over a decade ago I have always felt like the way the NBR organizations were structured was not transparent. Maybe it's just because I don't have the information, but I would like to know what we're spending—what the taxpayers are getting back for the \$240K of taxpayer dollars that we're currently giving them, and I haven't seen that. **Commissioner Bynum** said I would just respond quickly that they provide those reports at a minimum on a quarterly basis. They have a scope of services that they've agreed to that aligns, at our request, with our adopted Strategic Plan and they report on those on a quarterly basis and then with an annual report. That's my familiarity with how they're structured as far as this contract. It has nothing to do with any other grant they receive, any other fundraising, you know they're each their own non-profit 501c3 entity. They have a contract with us for \$27,500 each for

a scope of work that we and they have agreed to and signed off on and they report on that. **Commissioner Murguia** said I hear that, but what I've seen are narratives and stories. What I would like to see is specific goals on what our partners are accomplishing and it's not exclusive to NBRs. This is what I think is the ultimate in transparency with taxpayer dollars. We've been talking about this the whole budget that it's important for our taxpayers to be able to see, feel and understand what they're getting for the property tax, the huge amount of property tax, that people pay; what they're getting back for that. I can tell you from looking at that not every area of Wyandotte County is represented by an NBR and they have needs also and they also pay taxes.

We've talked about this before. I think that money from taxpayers has to be associated with performance, not ideas. We don't pay people for ideas. We pay people for performance, for a job done. We don't treat our employees like that. If they just have ideas and they're performing, I pretty much can guess that probably Mr. Bach is not going to keep them as an employee very long. All of us at one point and time, some of us may not be working anymore, have had jobs and if you had a job you're given a specific directive on what you're supposed to do with your job and if you don't do that job, you don't have a job anymore. I think no matter whether it's an NBR or it's a developer or it's whatever partner, I think that we need to be able to show specifically to our taxpayers what—I'll use myself, I will pick on myself. What are we getting from Argentine Betterment Corporation in the Argentine neighborhood for \$27,500 annually and what will we get more of for \$30,000 annually. What will we get specifically? You've said it, and I hope it's true, but I don't know because I've never seen it other than a narrative sort of story. Specifically, what can we point to? For me, goals have to be very specific and I shared those goals five years ago. This was a big deal with me in that I felt like transparency wasn't there, so I met with Mr. Bach and several staff members and I also run a not-for-profit just like you do, Melissa, and my goals are very specific. I would be glad to share them with anyone or post them on Facebook or the internet.

My goals read like this; five years ago, my goals read I will bring a grocery store to Argentine. You either do it or you don't. There is no gray area. I will organize 100 people for a trash cleanup and I will—and since I'm getting money from taxpayers that trash cleanup will take place in areas that the Unified Government would otherwise have to cleanup. So, there were 350 people organized to cleanup public Unified Government parks, to pick up trash after the 4th of July and every name of every volunteer, every volunteer's address and every volunteer's contact

information was on that list and can be presented at any time to anybody here at the UG or anybody in the press or any taxpayer that wants to see that list.

For me, \$240,000 is a lot of money. It's gap financing money for development deals that create jobs for a number of people long-term and create services to people, so every dollar does matter I think. For me it is all about that transparency issue. I worked on this once before and there was not the will of the greater Commission to see that level of transparency and I hope that has changed.

Commissioner Bynum said I can't speak to each and every organization, but I think in terms of data they could bring you the data and they could show you and tell you how many people picked up trash or whatever their project was they were doing. I know that, again, through SOAR they've all stepped up at our request and done more with interacting with Code Enforcement and a lot of that I think has to do with being more proactive so helping somebody prior to it being a violation. **Commissioner Murguia** asked how do we know—**Commissioner Bynum** said that's the reporting that they're giving to our staff. We have staff that are receiving those reports. I don't know if compiling that into one spreadsheet is helpful, I don't know.

Commissioner Kane said I would like to see how much of that has been spent in District 5—**Commissioner Bynum** said Commissioner Kane—**Commissioner Kane** said wait. I did not interrupt you, please do not interrupt me. I would like to see how District 5 has benefitted from that in the last two or three years and then I want to add a part of up there that District 5 should get the same amount as everybody so I can get some equipment for the park. **Commissioner Bynum** said thanks for that comment. I think LRA could demonstrate a portion in District 5. **Commissioner Kane** said that's just it. District 5 is not a portion. District 5 is an equal district with all the other districts in all of Wyandotte County. **Commissioner Bynum** said correct. **Commissioner Kane** said and we get the least amount of services and we pay the most amount of taxes and if somebody else is getting 27.5, we ought to get 27.5. **Commissioner Bynum** said the only comment I will make back is that within your district, specifically Piper, the Piper portion of your district; there was a gentleman that had come forward offering to help create an NBR—**Commissioner Kane** said then let's do it. I want to see how much has been spent in the last two or three years in District 5. **Commissioner Bynum** said you and I have both offered to help him do that. I'm still willing to do that.

Mayor Alvey said it's interesting. The conversations I've been having with the Directors of the NBRs, I think what we're getting is we are getting neighborhood leaders who are engaging other neighborhood members to try and identify and solve problems, develop strategies to solve problems in their neighborhoods so that is what we are getting. For instance, Micah King who is the Director of ABC, reported today that one of the activities they've organized a cleanup and they had 400 young people volunteer to go and pick up trash in the neighborhoods. For next year he would like to purchase lawnmowers in order to cut grass in lots that the Unified Government is not able to get to. So, I think Commissioner Murguia is correct, and I think this is what the NBRs are saying, is that they would like more direction, they would like more engagement with the Unified Government and at the same time to bring the resources to enable them to attain the objectives solving the problems for their neighborhoods.

Commissioner Markley said I think what's happened here and it's not really anybody's fault, it's just what's happened, what these groups were initially created for and what they have become are not the same thing. The goals that we set out for them are sort of unrelated. Initially these were Neighborhood Business Revitalization groups and their focus was supposed to be on bringing new business to neighborhoods and some of them do that and certainly they are connected to the businesses in their neighborhood. I think in reality we would be fooling ourselves if we say that the majority of these are operating as an economic development tool. They are operating as neighborhood organizers which isn't a bad thing. Don't get me wrong, I'm just saying this is supposed to be seed money for an economic development group to go out and raise additional funds to bring businesses to a neighborhood. That's what they were supposed to be initially. I'm not saying what they've become is a bad thing. Again, don't get me wrong, but I think we need to be clear with ourselves that we created one set—we had one idea and what has occurred is something entirely different than that. I think it would behoove us to sit down and discuss that transformation to decide if we still have what we think we're having, if they're still doing what we think we want them to do and at what level we should be funding that. The funding we came up with initially was for a different purpose than the funding of today.

Commissioner Murguia said it seems to me, Mayor, that much more transparent, much more annually specific goal driven, goal orientated, performance orientated process would be—all of

these organizations are great organizations just like Commissioner Markley has said. They're great organizations, but it's also what Commissioner Kane says and I don't believe there is an NBR representative in Commissioner Walters district. I think everyone else has one, but I don't believe there is one in Commissioner Walters district either and I would just say we do have a very good process. Right now we're annually—agencies that want to be partners with the Unified Government are held accountable for what they're going to do that year and that process is through the Casino Grant Fund process. There is a way for every one of these organizations to get a lot more money than \$27,500. They could get considerable amount of money depending on what they're proposing to do that year and I just think, for me personally, I think a better process. It also levels the playing field. Maybe Commissioner Kane or Commissioner Walters don't have an NBR, but maybe they have a really great school district or a really great not-for-profit district associated with the school district that wants to apply for money for a high priority project that the Unified Government has set out through strategic planning that they could apply for. They don't automatically get \$27,500, they have to go through the application process through a Casino Grant funding. What that allows the commissioners to do within their district, and since they're really in the weeds and at the ground level in determining who is really performing, who is working closely with them in order to meet the Unified Government goals; you would think that would be the most transparent process plus the benefit of the Casino Grant funding process is that each organization is vetted annually on their level of capacity.

I agree with you, Commissioner Bynum, I think all of these organizations could get a lot more money for the work that they are doing, but I think that needs to be open, transparent and reviewed annually through a grant application process where they're constantly, annually—just like an audit. The organization I run that's not-for-profit we spend \$50,000 for our organization to be audited and when people look at our audit, they know we have a good audit. By moving this money to that process enables these NBRs to get a lot more money than what they're currently getting and it allows us to be able to answer directly to our constituents and allows every commissioner access to the same pool of funds.

Commissioner Bynum said if I could just make two more points and then we can move—**Mayor Alvey** said we need to move on to the next topic. **Commissioner Bynum** said sure, absolutely. I think all of the groups are accountable right now. They do that through their reporting that they

provide to the Unified Government for these funds based on the scope of services that our administrative staff has created with them. They do that on an annual basis through not only the annual reporting that they do, but the renewal of these contracts on an annual basis. As you know, Commissioner, several of them receive these funds and significant portions of the Casino Grant fund already so they do know how to leverage those Casino Grant funds.

With respect to the two Commission areas that don't have an active NBR right now, every single one of these organizations was not created because a government official created it. Every single one of these organizations was created as a grassroots effort done by the hard work of the people who live there. Any area that doesn't have what we have titled an NBR we certainly as a government are willing to partner with any citizen or businessowner in an area that doesn't currently have one to help create one and allocate funds. As a former director of an NBR I would pushback only slightly on the notion that the original intent of these organizations was primarily for business development because that simply was not why they were originally created. The name NBR was given to them by the City so they exist long before unification of the government. The name NBR is a name the City gave them and almost all of them existed prior to that with the exception of Turner and Historic Northeast Midtown. All of the others existed in some form or fashion prior to unification of the government. I would say they had as a part of their focus business liaison work, business relationships, business retention, business development, possibly a small piece; but certainly what was happening here in the 80's and 90's far, far exceeded the need for business development and those were the issues they were tackling. I will yield now.



LIVABLE NEIGHBORHOODS STAFFING

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Mayor Alvey said we have one more topic which is Livable Neighborhoods staffing. I'm going to recommend—I think this is a topic that really deserves much more attention and perhaps a Special Session as we move forward into the fall.

My only comment after listening to the Neighborhood Business Revitalization group, Executive Directors, and even maybe another member who comes along is that there is a range of functions that they see themselves performing and that some of them are much more devoted. Let's say like Downtown Shareholders is much more I think business orientated and then you move to the other range which is much more resident orientated. Ultimately, the idea is that if you solve neighborhood problems it increases resident cooperation which ultimately helps businesses thrive. So, they do help business revitalization even by solving simple problems like code enforcement.

I would like to recommend—we have about 10 minutes and it takes 10 minutes to get upstairs and get ready for the next session. Do you want to pick up and continue with the Livable Neighborhoods Staffing or would you be willing to—you want to bring it up for the budget piece.

LIVABLE NEIGHBORHOODS

- **TOTAL BUDGET: \$261,171**
- PERSONNEL = \$147,000
- OPERATIONS = \$114,171
- **2 FTE'S:**
- PROGRAM COORDINATOR
- PROFESSIONAL PROGRAM ASSISTANT
- **HOME REPAIR PROGRAM = CITY GENERAL FUND \$58,393**
- **NEIGHBORHOOD GRANT PROGRAM = CITY GENERAL FUND \$35,778**
- **GENERAL OPERATIONS = COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) \$20,000**

Commissioner Bynum said I'm fine I think with what you're proposing if it's a continued conversation around both of the topics that I've asked come forward, but are you saying we basically need to go our regular 7:00 meeting? **Mayor Alvey** said we don't have to. We can continue on. We would just have to start at 7:10 then. It will probably take us 10 minutes to go through this. Are you proposing additional staffing for this budget? **Commissioner Bynum** said I am, I was. **Mayor Alvey** said then I think we need to cover this now.

Commissioner Bynum said I'm asking for a minimum of a part-time person for Livable Neighborhoods for many of the same reasons that we've talked about with respect to the NBRs. I see what you've provided us here and I appreciate that. Just through talking to staff in asking that this come forward I think that the total of the request that I was making on behalf of the NBRs and the minimum part-time position for Livable Neighborhoods carried a price tag of less than \$75,000 total. To me that's a reasonable investment, again, for a neighborhood level work these folks are doing and the return on the investment we get for a dollar amount such as that. I guess I just pose it against you know a 20-year bond payment on a Juvenile facility that's a million plus over budget. It just seems like investments in the good things that are happening in our community can be minimal and pay maximum dividends in what they bring back to the community. **Mayor Alvey** asked what was the number you came up with. **Commissioner Bynum** said not being a finance expert, but having spoken to some people in staff, \$20,000 additional for eight NBRs and it was my understanding that a half-time person including whatever benefits a half-time person might be entitled to would be under \$50,000. That was why I was saying under \$70,000. **Mayor Alvey** asked would a half-time person qualify for benefits.

Mr. Bach said it depends on how you classify them. You can say part-time and you can do a part-time A or part-time B so we have various ways we could go about that. We could keep them less than 30 hours, you can do one without benefits or you can do somebody that once they get over that, I believe we have to give them benefits.

Commissioner Markley said you all know how I love to talk about these requests at the last minute and it's no offense Commissioner. It's just how it is. **Commissioner Bynum** said no problem. I will have to lean on this. It was last minute; however, it was in time for budget discussion. **Commissioner Markley** said my frustration when we talk about things at the last minute like this, we do a very bad job of comparing sort of our options or if we had a certain amount of money, what would be the number one thing we would do with it. I would just submit we just heard our Economic Development team say how desperately they need staff desperately and we know what the turn on investment would be for that staff in that department. So, for me if we're going to spend extra money, I would rather have \$20,000 extra dollars in boarding or grass mowing and have an extra employee for our Economic Development Department and that's not to say this part-time employee wouldn't do amazing things. It's just when you look at overall what

are our priorities and where are needs most critical. Our need is critical in that department. Here we get a great employee and they do great things but is it critical and I just think at the last minute we always do a bad job of weighing those things and we say well obviously this would be a great position and it would be but is it the most critical way to spend our money. **Commissioner Bynum** said I appreciate that. Obviously, that's always a good observation. That was part of why I asked the questions earlier about their staffing. What I didn't ask them was, when we came to you and asked you for your departmental needs, did you tell us. You know it's important to know because we work so hard to start this process early. I will totally own the late request on this because it is mine to own. I did not go to any NBR or any staff member at Livable Neighborhoods and say do you want this. I just identified through the work that I do at this level that the return of the funding for NBRs is just long overdue and it's time and it's clear to me what Livable Neighborhoods could be accomplishing with a half-time person. **Commissioner Markley** said I think they're great discussions so I'm glad we're having them. I would rather continue them as we plan for next year personally.

Commissioner Murguia said I know we're running short on time, Mayor, but I do want to close with this; I agree with you. I just want to make sure that at least in my district I'm funding those NBRs that are giving me very specific performance measures and that they're actually performing and this is not just funding for staff. That it is actually resulting in a difference in my district. I'm not suggesting my any means that we eliminate funding for NBRs. I'm suggesting that we put it in a process where those are reviewed, those projects that NBRs or services that those NBRs want to provide are reviewed annually through a formal transparent process where everybody throughout the entire county has the opportunity for the same money. I will tell you, just like government changes and we have different elected officials, organizations change and missions change and things happen differently. I am very focused on aligning the goals of District 3 with the goals of the entire Commission so that we can move the entire county forward and the only way for me to really be able to do that is to be able to review all those agencies in my district doing good work and to find the very best qualified ones with the greatest level of capacity to carry out what we're all trying to do for the whole county. I think there is a better process than what we're doing now. Just so we're all clear, if we do increase those amounts, which I'm not opposed to; I'm just opposed to the way in which we deliver that money. So we're all clear, it's not a small

sum of money. It's been broken out. It's \$750,000, almost a million dollars in funding and if we were—we're not talking about eliminating and I would not support eliminating, but if there was anyone to talk about eliminating, I would tell you if we had \$750,000 my priority would be to hire more police officers. Again, it's just what Commissioner Markley said, when you look at what people have—what we're spending our money on and what we want, our community has said loud and clear nothing is more important in this community than our safety, nothing. We want all of our residents to be safe. I will leave it at that.

Commissioner Philbrook said first off, I think a real quick help to this NBR funding issue with the reports is to totally change the format and make it more like a format for a business so you can money in, money out, what it went to, that's worthy. That's all I want to say about that one.

What I do want to say about Livable Neighborhoods Staffing is that, and I wish Jon Stephens was still here, so he could speak to the amount of help that Livable Neighborhoods has been when it comes to any kind of development projects that they have brought forward and any kind of conversations, so on and so forth. They definitely outdid themselves and they're still helping and they are stepping up to the bar a lot more and I'm sorry that we have not shown the public and the commissioners just how much they've really played in all of this. That's all I have to say.

Mayor Alvey said I think this conversation will obviously have to move forward, but at this point we're going to adjourn this meeting and reconvene at 7:10 in the Commission Chambers.

(The Executive Session was not held)

**MAYOR ALVEY ADJOURNED
THE MEETING AT 7:00 p.m.**

dt

Carol Godsil
Deputy Unified Government Clerk

July 26, 2018

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

SPECIAL SESSION, MONDAY, JULY 30, 2018

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Monday, July 30, 2018, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District (arrived at 5:04 p.m. via phone); Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO presiding. The following officials were also in attendance: Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor, Gordon Criswell and Melissa Sieben, Assistant County Administrators; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Director; Budget Staff; Emerick Cross, Commissioner Liaison; Jeff Fisher, Executive Director of Public Works; Wilba Miller, Director of Community Development; Angela Lawson, Deputy Chief Counsel; Mike Tobin, Deputy Director of Public Works; Brandon Grover, Asset Coordination Manager for Public Works; Jeremy Rogers, Director of Parks & Recreation; Maureen Mahoney, Chief of Staff in Mayor's Office; and Officer Doleshal, Sergeant-at-Arms.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Kane, Markley, Walters, Philbrook, Bynum, Burroughs, Townsend, McKiernan, Johnson, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Monday, July 30, 2018, at 5:00 p.m. in the Commission Chambers of the Municipal Office Building regarding the final public hearing and immediately following, in the 5th floor conference room, will be a Budget Workshop. An Executive Session will be held in the 9th floor conference room regarding labor. Immediately following the Executive Session, the

Commission will reconvene to the 5th floor conference room to conclude tonight's Budget Workshop.

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

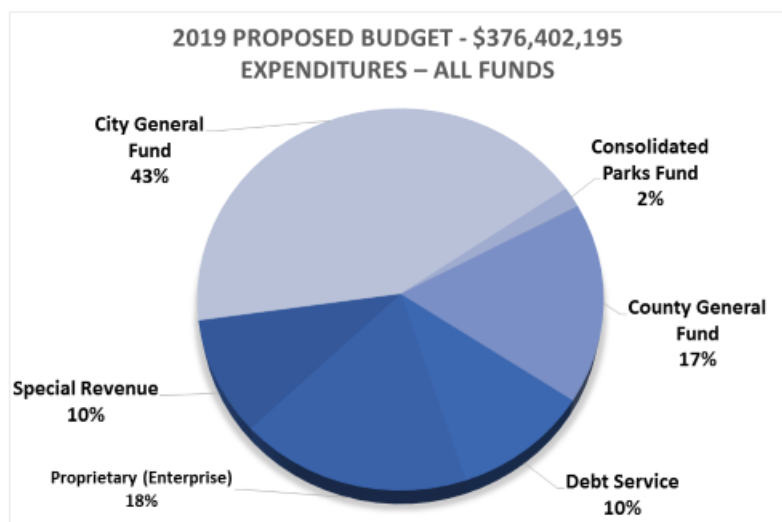
Mayor Alvey said just a reminder, anyone who is interested in addressing the Commission on the Public Hearing Agenda regarding the Proposed 2019 Unified Government Budget and the 2018-2019 Annual Action Plan for Community Development may sign up at either of the tables located at the Chamber doors. If you've not signed up on your way in and you wish to address the Commission on that item, you must go to either table and sign up. When the item is up for discussion, the Clerk will call the names in order according to the sign-up sheets. She will also announce who is on deck which means you will be next to the podium. When you come to the podium located by the railing upfront, please state your name and city of residency for the record and you will be given up to three minutes to state your comments. The Clerk will announce when you have one minute remaining to allow you time to conclude your comments. Tonight, is our final public hearing to receive citizen comments on the Proposed 2019 Unified Government Budget and the 2018-2019 Community Development Annual Action Plan.

Doug Bach, County Administrator, said this evening, as you noted, Mayor, is our what is classified our final public hearing before we adopt the proposed budget this Thursday. One thing to note, this is really more of a statutory required public hearing. Our practical public hearing for the community to come in and give input is done much earlier in this process as we start building the budget. Earlier in the year in February we conducted a public hearing and received comments from many residents of the community and submitted stuff, not only in writing, but appeared before you and offered their input for what would be going into it. We now have Commissioner Murguia with us now.



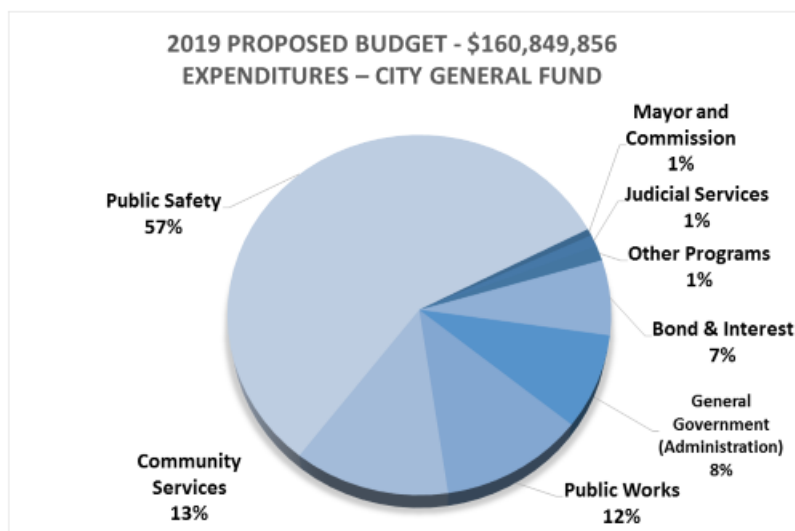
Next as we advance forward we are able to take the input over a series of months that allows us to go forward and build the budget that is presented to you all the beginning of this month from your input and that of the public leading up to this point and then have all your input over the last several weeks as we move to our final stages.

With that, we still need to go through and hold one more public hearing for the budget for the adoption of both our Unified Government Budget and that of the Community Development Block Grant Funding for input on that so two parts. We're going to give a quick presentation this evening which will be done by our Budget Director Reginald Lindsey and our Community Development Director Wilba Miller. At this time, I will recognize Mr. Lindsey to come forward and run through a few components that are in our proposed budget.



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Reginald Lindsey, Budget Director, said with the 2019 Proposed Budget we have a \$376M budget that funds 30 State funds and 200 services across the community. Of these 30 funds we have City General Fund which is a \$160M budget and also the County General Fund which is a \$63M budget and we have the Consolidated Parks Fund which is a \$6.6M budget. Also, we have funds that are Special Revenue Funds. These consist of the Dedicated Sales Tax, Special Parks & Rec Fund, and Special Street & Highway. We have our two Debt Service Funds, one for the City and one for the County and we have our Enterprise Funds. That consists of our Water Pollution Control Fund and our EMS Fund and there are a host of other funds within the Enterprise Fund.



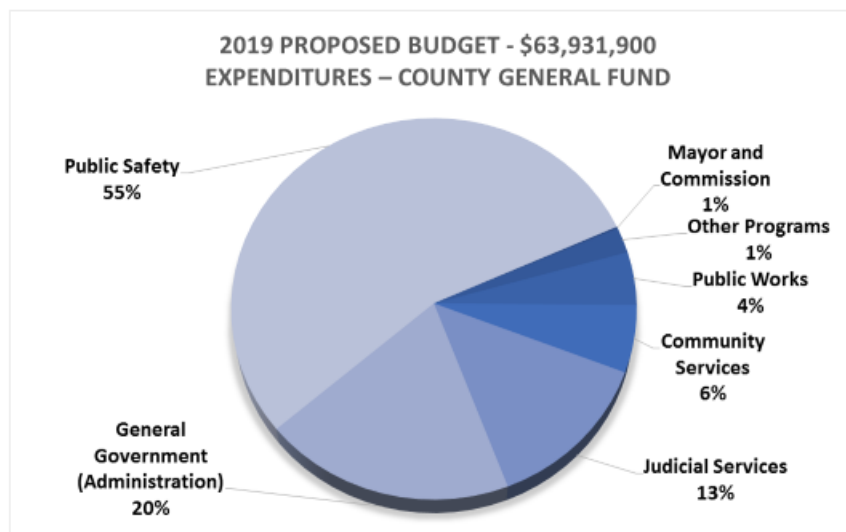
I'm going to drilldown into the City General Fund a little bit. The biggest portion of the City General Fund is Public Safety. We have the Fire & Police here that makes up 57% of that budget. The next largest portion is Community Services, then we have Transit, Parks & Rec, Economic Development and Neighborhood Resource Center. The next portion is the Public Works Department which comes in at 12%.

Unified Government of Wyandotte County/Kansas City, Kansas
2018 Amended – 2019 Budget

Expenditure by Fund & Mill Levies

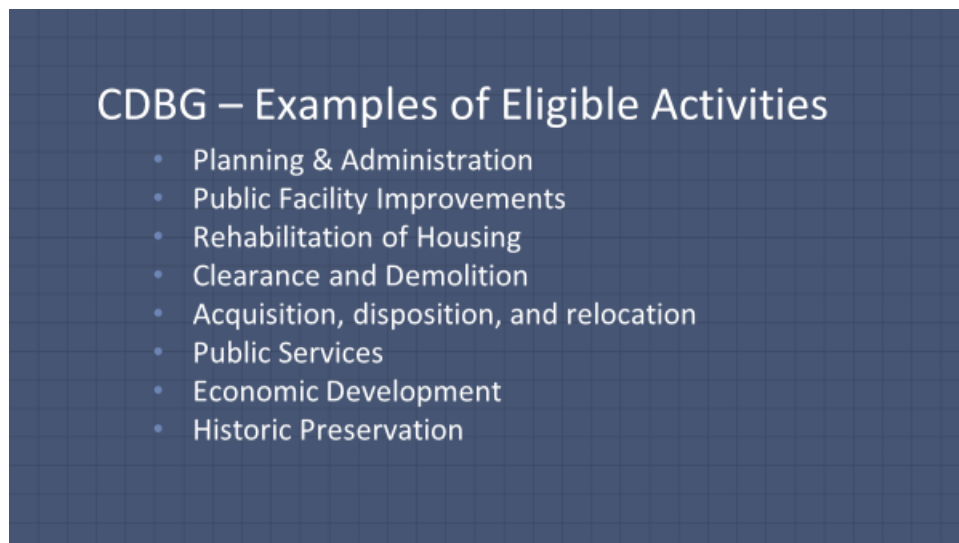
	2018 AMENDED BUDGET	CERTIFIED MILL LEVY, 2018 BUDGET	2019 PROPOSED BUDGET	PROPOSED MILL LEVY, 2019 BUDGET	CHANGE IN MILL LEVY RATE FROM 2018
Tax Levy Funds					
General Fund - City	156,283,991	23.167	160,849,856	21.167	-2.000

As part of this 2019 Proposed Budget we cut the mill levy tax rate from 23 mills to 21 mills for the City General Fund. You can see that decreased by two right here, two mills that is.



Now I'm going to drilldown into the County General Fund. This fund right here takes into consideration it was real in Bonner Springs along with Kansas City, Kansas so it covers all the residents within the community. Public Safety, there's a large portion there. The biggest department there is the Sheriff's Department. We also have Emergency Management that is paid from that department and then the largest second category is the General Government which makes up 20% of the budget and that consists of the Treasurer's Office, Legal, and the Appraiser's Office. The next largest within County General Fund is Judicial Services and that's what we pay for our

District Courts, also our District Attorney, and our Community Corrections. Now I'm going to turn it over to our Community Development Director Wilba Miller.



Wilba Miller, Community Development Director, said Unified Government receives an annual allocation of entitlement funds from the U.S. Department of Housing and Urban Development for the following three programs: Community Development Block Grant Program, HOME Investment Partnership Program, and the Emergency Solutions Grant Program. In order to receive

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these funds, the Unified Government must submit a 5-Year Consolidated Plan which includes an assessment of housing needs for both affordable and special needs housing, a housing market analysis, housing priorities and strategies to address those needs; a 5-Year Strategic Plan and an Annual Action Plan.

The Unified Government developed a new 5-Year Plan for fiscal years 2017-2021 which was revised to include the 2017 Park Drive Neighborhood Revitalization Strategy Area Plan. The Park Drive area was chosen because it was a tipping point neighborhood and is a SOAR initiative. The 2018 Annual Action Plan is the second year of the new 5-Year Plan.

The Annual Action Plan consolidates these three grant programs into a single application which includes a description of projects and activities expected to be undertaken using grant funds and any expected program income.

Examples of eligible CDBG activities are shown on the screen. The plan also includes actions that the Unified Government expects to take during the program year to pursue strategies described in the new 5-Year Plan.

The Unified Government must hold two public hearings to inform the community about the plan, the plan process, and to obtain community input. The first public hearing was held on March 1, prior to developing the plan. We are fulfilling the second public hearing requirement tonight. This draft plan was published on June 21 and citizens were given 30 days to comment.

The budget is summarized by these following slides with categories and activities.

COMMUNITY DEVELOPMENT FY 2018 GRANT BUDGET	
REHABILITATION	841,672
PUBLIC FACILITIES & IMPROVEMENTS	780,000
PUBLIC SERVICES	168,000
ADMIN	447,418
TOTAL	\$2,237,090

Community Development Block Grant; Rehab, Public Facilities & Improvements, Public Services, Admin for a total of \$2,237,090.

HOME FUNDS FY 2018 GRANT BUDGET

HOME CHIP	222,072
REHAB/NEW CONSTRUCTION	540,000
ADMIN	84,674
TOTAL HOME	\$846,746

The HOME Funds include the HOME Chip down payment assistance, Rehab/New Construction, and Admin for a total of \$846,746.

EMERGENCY SOLUTIONS FY 2018 GRANT BUDGET

ESG PROGRAM ACTIVITIES	168,278
ADMIN	13,644
TOTAL ESG FUNDS	\$181,922

The Emergency Solutions Grant; with ESG Program Activities and Admin for a total of \$181,922.

This Annual Action Plan must be submitted to HUD 45 days prior to the fiscal year that starts for us October 1st which means submission can be no later than August 15th. Failure to submit by August 15th will automatically result in a loss of funds. A resolution calling for the adoption of

July 30, 2018

the 2018 Annual Action Plan and attachments will be presented to the Commission for approval during the August 2, 2018 adoption of the Unified Government budget. This concludes my portion of the presentation.

Mr. Bach said, Mayor, that concludes our presentation. I would recommend you hold the public hearing.

Mayor Alvey opened the public hearing. Before we take public comments, I will ask Ms. Cobbins to read the statement governing this public hearing.

Bridgette Cobbins, Unified Government Clerk, read the following statement prior to the public hearing. We would like to welcome all present to this public meeting of the Unified Government of Wyandotte County/Kansas City, Kansas regarding the Unified Government 2019 Proposed Budgets and the 2018-2019 Annual Action Plan for Community Development. We appreciate the attendance of those people here this evening and we recognize the importance of your views. We would; however, remind you that there are five individuals signed up to speak. Each person will be allowed three-minutes to speak. Should you go to the two-minute mark, I will announce that you have one-minute remaining and that will allow you time to wrap-up your comments. As you come to the microphone, please state your name and city for the record. On deck means that you will be next to the podium. We would appreciate your efforts to be considerate to all during their comments. We ask that anyone with a cell phone to please turn them off or switch to non-audio, so you will not disturb the hearing for recording purposes for TV viewers.

Marcia Rupp said I did go to the budget and I did see the debt chart. I go back to what some of the commissioners talked about. Commissioner Ann Murguia doesn't happen to be here, but she is present on the phone, to transparency when it comes to giving out raises and I'm talking about the NBRs here. I'm not saying they don't deserve one. I'm just saying we have Neighborhood Watch Leaders that do the very same work that they do, probably work harder, and sometimes they get slammed for it because they have to be the hatchet person to go after people in the neighborhood who aren't abiding by codes. They are taking more than what an NBR is on a regular basis. They don't get paid at all. We volunteer to do this and so I just don't believe that—I

think there should be more transparency in what these people do. I know that some of those groups have lost a lot of people, okay, that needs to be a question of why we're not gaining people, why we're losing people and I'm not talking about one or two, I'm talking about 50. I'm just saying I think it really needs to be checked into. I wish everybody could have a raise, but we do have a debt chart, I saw it, and we need to really be transparent and see what people are doing as far as a job. Neighborhood Watch Group Leaders have to account for everything they do. They even have a checkbook number held and where funds are going and everything else. They're more checked actually than NBRs are.

Also, while I'm up here, it's got to be something good and so I want to thank you guys and I want to thank Mike Tobin and all of his men for Parallel because even though it looks like a zebra it is so smooth to drive. It's just wonderful to see that road and everybody is going to be driving it now because that is really the best road to drive. Thank you so much for the work you did on that and for the Commission for putting it through.

Dan Welch, 6221 Armstrong, said those who know me know I came to talk about parks. All of you are Commission members instead of Councilmembers because of events surrounding our parks. Keep in mind that our current Park Department was founded December 6, 1910 under a Commission form of government. Part of that time things were very different. We had a Council form of government and a very independent Mayor appointed a three-man Park Board. Outdoor playgrounds and public parks invited the notion of America the Beautiful. Our appointed Park Board was happy to oblige. We saw the arrival of Bethany, Boeke, Edgerton, Emerson, Heathwood, Klamm, Northrup, Splitlog, St. Margaret, Waterway as well as Garrett Place, Washington Blvd. playground, and 13th Street triangle as parks. Thousands of bonds, thousands of bonds financed dollars were spent. Waterway Park cost at least \$70,000 and Bethany Park cost at least \$73,000. The estimated income from the Park Dedicated Mill Levy was \$13,000 per year and that era of recordkeeping was often confused and uncoordinated. For instance, the City Treasurer Lillian Adams was indicted, but later acquitted for cashing a forged check by the Park Board Clerk J.E. Conley. Now we have more knowledge and better tools to match bond financing to life expectancy of major projects. Yes, bond financing brought us many key parks but paying off those bonds caused a major government change and a tremendous lag in advancing city improvements.

Paul Soptick, 65 So. 24th St., said I want to talk to you about the Conviction Integrity Unit that the District Attorney is proposing. I've worked in this city to make it a better place to live for over 25 years, that includes three District Attorney's, four Sheriff's, and seven Chiefs of Police and every one of these folks have had justice and safety in mind. They put a lot of bad guys in jail and took them away from the city to make the city better to live in, but if there's one that gets through, the one innocent that gets put away in jail, that's where this Integrity Unit, I believe, comes into play and, hopefully, nothing happens like that. But, if it does, I think this Integrity Unit would be helpful to speed the process and get that individual back out of jail. I hope you fund that Integrity Unit for the District Attorney.

Claudine Sanders, 8309 Isabel, said I'm here tonight as a member of the District Attorney's Community Liaison Board. I wanted to express to the Commission my willingness to be one of the volunteers for the Conviction Integrity Unit. On a personal level I live, work and serve in Wyandotte County and at my job if I make a mistake in charging a customer, they have a way and means to come and have me correct that mistake. My mistakes cost money. The mistakes that might have been made in the past due to the different levels of prosecutorial misconduct, etc., etc. that he had given in his PowerPoint that those cost people freedom, not just money, so I would hope that you would go ahead and fund his program.

Charles Davis, 1863 No. 40th St., said I'm here to speak on behalf of the Conviction Integrity Unit that our District Attorney has put together. I feel it is highly needed for what we have going on in our city and our county. I think if somebody goes to jail for all the wrong reasons, we need to have somebody oversee that it's done and that it's done correctly. I believe in our District Attorney and the work he has been doing so far proves we need this Integrity Unit to be involved with everything that happens in our city and our county. I actually sit on his board and from what I see going on in the community we actually need it because sometimes people get put in situations that they really weren't involved in. I think to have this Integrity Unit on hand with our District Attorney will work perfectly for our City and County. Also, I was going to try to stay for the rest of the meeting, but I just got a call and have to go coach tonight.

Mayor Alvey closed the public hearing. I would like to thank each of you for coming out tonight to make comments. (Some discussion took place but was inaudible)

Janice Witt, 2717 No. 88th Terr., said I am here to state my opinion regarding the 3/8th cent tax, the continuation of the tax. I firmly stand against the tax in the way that it's worded. Right now, it is presented to us in several different ways. If you read the budget book that was put out, the spiral binder, it states that it is going to cover things including machinery and equipment and that isn't how it reads on the ballot and Capital Projects. That's not how it reads on the ballot. I'm asking that we be honest as to where this money is going to be going. I'm not against funding Fire and Police. I want to fund them. I want to give them everything they need because right now they don't have everything they need. Ten years ago, when we started this, when this came onboard, you remember you asked for the exact same reasons that you're asking for now, but none of those reasons have been fulfilled.

As a matter of fact, we're down \$920,000 on Fire. I have a problem with that, not saying these gentlemen didn't do what they were allowed to do by contract. I have a problem that our City Administrator, that our Mayor allowed over a million dollars to be just drained out of a budget for people in a community that one out of every three-fourths, nearly 24% of this community lives under the poverty level. Right now, I am sitting, and I am looking in a group of people who carries nearly a million-dollar budget for their funding. I believe Doug Bach, our County Administrator, pulls in about \$191,000 a year. I think Gordon Criswell I think it said he pulls down \$136,000, \$146,000 a year and then we have the lower Administrator that pulls down—well, we have two Administrators that pulls out \$136,000. We're looking at over a million—close to a million dollars to fund the leadership of our community, but they can't do something as simple as make sure our Fire doesn't work shifts, doesn't get paid for shifts that they're not working for. I have a problem with that. I request as a citizen of Wyandotte County, Doug Bach, that you step down. That you resign your position and give it to someone and we vote or otherwise come up with someone who is willing to stand for this community and with this community and represent the people who are paying the taxes.

Mayor Alvey said I will close the public hearing and thank each of you for coming out tonight to make comments. We will now go to the 5th floor conference room for our Budget Workshop. The meeting will resume in about 10 minutes.



Mayor Alvey said tonight is our fifth Budget Workshop. I will turn it over to Mr. Bach for some opening comments.



Mr. Bach said we have a few items on our agenda this evening. First, we're going to go through and clarify some points on where we are from the benefit districts from an earlier workshop and where we are specifically with the T.A. Edison Benefit District. We will go through, and really this is just information submitted to you, but we have the clerical corrections to the budget

document. We're going to get into what we commonly refer to as the yellow sheet which is our budget reconciliation document. I'm going to take that in two phases because there are some areas where I don't feel like I had full direction yet so we're going to walk through the different areas that are you in there and get that direction. Then seeking to go ahead and move to our Executive Session on Labor. It gives us a chance to reconcile everything from the yellow sheet and then we will come back down in here and make sure we're in final format for what's going into that yellow sheet and then go through what the approval documents will be this coming Thursday. With that, I'm going to move right into this and turn it over to the Public Works Department to Brandon Grover for a presentation on the benefit districts.



Brandon Grover, Asset Manager for Public Works, said as Doug mentioned, we wanted to bring back some information to you guys regarding the topic of the benefit districts that were brought up recently. The first couple of slides we have here are going to detail a little bit information about our benefit district programs in general before we dive into this specific instance that was brought up.

POLICY STEP BY STEP

Step #	Activity	Responsibility	Estimated Time
1	Informal Petition of Interest	Citizens Group	Start
2	Feasibility study by Engineering Division, including public information meeting	Engineering	3-4 months
3	Petition to form Benefit District	Citizens Group	1 month
4	Verification of Signature	Engineering	1 week
5	Public Works Committee Review and Recommendation	PW Committee	1 month
6	Resolution on the advisability of the Proposed Improvements	UG Commission and Legal	3 weeks
7	Resolution Authorizing the Improvements	UG Commission and Legal	concurrent
8	Temporary Financing	Engineering and Finance	2-3 Months
9	Plan Preparation	Engineering	6-18 months
10	Bidding and Construction	Engineering	3-12 months
11	Final Cost determined and assessments apportioned	Engineering	1 month
12	Public Works Committee Review and Recommendation	PW Committee	1 month
13	Public Hearing on Proposed Assessments	UG Commission	3 weeks
14	Ordinance Apportioning and Assessing Costs	UG Commission	concurrent
15	Assessment Levied & Notices Mailed	Assessor and Clerk	1 week
16	Permanente Financing	UG Commission and Financing	Annual Bond Issue
17	Pay in Period	Owners in District	Typically 15 years, up to 20

• Formal process established May 1999

First off, we do have an official policy for establishing a benefit district. It was brought before us as a formal process in May of 1999. As you can see on the screen it is a 17-step process that takes anywhere from a year to a year and a half depending on the size and complexity of the benefit district. The first step which has to be done and is honestly the kickoff step that is most often done by the neighborhood groups is this informal petition of interest. In our policy it states that only 50% of the residents inside of the designated district return their signature saying they are in favor of something like this and they are aware that they could potentially bear some costs on their property taxes. Once that petition is turned into the UG we then conduct a feasibility study that takes into account the requests that are clearly stated on the petition and the validity of the signatures that were turned in to make sure that the names on the signature match the ownership and things like that.

This is currently the step that we're at with the benefit district we will discuss more later. After this step is finalized, there is a portion where the UG goes back to the neighborhood groups and informs them of what the feasibility study brought forward. It will be information about what the district boundary should be based on the density of signatures, the potential cost of the improvements to be made, and the potential breakout of how much is taken care of by the UG versus the population or the residents. That process usually does take quite a bit longer than the

one month that it says up here just because it takes time to arrange those kinds of neighborhood meetings and to go around and get those signatures.

Several other key steps to note is that in Step 5 this is where staff brings back the final recommendation to the Standing Committee to form the district. This is where you all approve how much money we're willing to spend and what years you want to allocate that funding to. Most of the rest of the steps are either the Legal steps we have to go through to authorize resolution or finance it or the regular construction type processes that we do on our regular projects, so we really don't need to touch on those too much.

As I said towards the beginning, we're currently at the end of Step 2. We have completed a feasibility study that has given us a few options and we will discuss a little bit about that at a later meeting, but we have really looked into this in a more thoughtful manner than just kind of glancing over.

T.A. EDISON/FRIENDSHIP HEIGHTS NEIGHBORHOOD INTEREST GROUP

- PRIOR 2013 – INFORMAL PETITION OF INTEREST FOR CURB AND GUTTER, SIDEWALK, AND STORM DRAINAGE STARTED BY NEIGHBORHOOD GROUP (STEP 1)
- 2013 – UG PLACED THE BENEFIT DISTRICT IN THE CMIP DOCUMENT IN THE AMOUNT OF \$400K FOR 2018
 - (AMOUNT ASSOCIATED WITH THE POTENTIAL DESIGN)
- 2014 – BUDGET UPDATED TO \$200K IN 2018 AND \$400K IN 2019
- 2015 – BUDGET UPDATED TO \$400K IN 2016 AND \$200K IN 2017
- 2016 – FEASIBILITY STUDY BEGAN ON PARALLEL WITH NEARBY SAFE ROUTES TO SCHOOL (STEP 2)
- FALL 2016 – INITIAL STUDY RETURNED, AND ALTERNATE OPTIONS EXPLORED BECAUSE OF PERCEIVED AFFORDABILITY
- MAY 2017 – FINAL STUDY RETURNED WITH 4 PROJECT SITE OPTIONS WITHIN THE INITIAL DISTRICT
- FEBRUARY 2018 – OPTION A FROM STUDY SELECTED TO CREATE A CENTRALIZED AREA WITHIN THE DISTRICT, AND APPLIED FOR FEDERAL FUNDING
- APRIL 2018 – PROJECT NOT SELECTED FOR POTENTIAL FEDERAL FUNDING
- JULY 2018 – CURRENT STATE

Background on the specific instance for the T.A. Edison/Friendship Heights Benefit District. For those that don't know, this area is over on County Line Road about South 10th Street. This neighborhood group is going to encompass a couple blocks on either side of that and a couple blocks to the north around T.A. Edison Elementary School. Sometime prior to 2013 the citizens did that Step 1, the informal petition of interest. We don't have a date on that because the petition

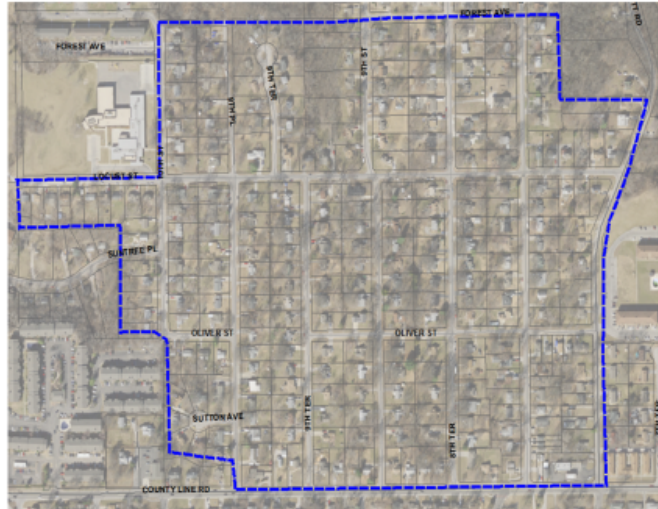
they turned in does not have a date they signed, and we don't have a date that we received due to prior staff being here. We don't know when that exactly was but the first instance that we see something about this is in the 2013 Budget. We placed it in the CMIP in the amount of \$400K for 2018. This amount based on the size of this district is something that usually would be associated with the potential design of something like this. Again, because it happened before any current staff, we're not entirely positive where that number came from. In 2014 there was an update to the budget that moved the \$400K out to 2019 and put \$200K in 2018. In 2015, again, there was another update. They moved the budget forward for \$400K in 2016 and \$200K in 2017. This is currently where we stand budgetary wise. We have \$578K of this \$600K budget still remaining our Temp Noted Budget. We've currently used that other \$22K to fund the feasibility study.

In the fall of 2016 we received the feasibility study back to us with some alternate options in which we took that information back to the Rosedale Development Association to discuss these with them. That meeting took place—I'm jumping ahead of myself. In May of 2017 after our initial meeting with RDA we had our consultant look at a couple of different design options breaking this down into several smaller segments that would make things more feasible and allow us to really impact the community in the best way possible. That was done in May 2017. At this point we then discussed options and looked at funding for these options in coordination with some of our Safe Routes to School Grants that we've been very successful in applying for with the Mid-America Regional Council. In February of this year we selected Option A because it provided some of the major arterial routes through this neighborhood. Locust as the east/west route and 9th Terrace as the north/south route.

In April it was decided that given the amount of funding that was available for the Safe Routes to School Program through the Mid-America Regional Council it wouldn't benefit us to apply for that at this time just because the amount of funding that would be available wouldn't really help us get much accomplished. It would still put a very large burden on the population and on the UG. That kind of brings us to where we currently are.

PROPOSED DISTRICT DETAILS

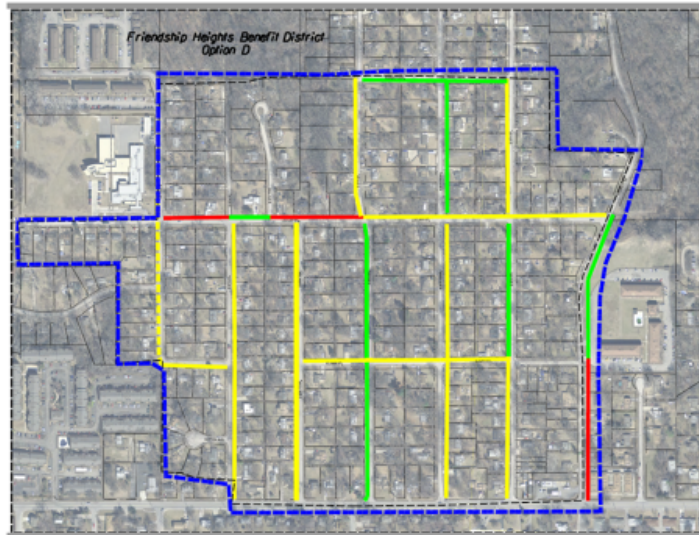
- ASSUMED ROUGH BOUNDARY OF 10TH STREET ON THE WEST, PUCKETT ROAD ON THE EAST, COUNTY LINE RD./W. 47TH AVE. ON THE SOUTH, AND FOREST AVE. ON THE NORTH
- DISTRICT ENCOMPASSES 292 PARCELS:
 - 142 NUMBER OF SIGNATURES
 - TOTAL ACREAGE: 76.93 (.26 AVG)
 - TOTAL PROPERTY VALUE: \$29,665,100 (\$101,592.81 AVG)
 - TOTAL TAX ROLL VALUE: \$520,737.90 (\$1,783.35 AVG)



To describe the district a little more; I already kind of gave you some of the street boundaries. Let's give you a little bit more of the details of it. The proposed district encompasses 292 parcels. On the original signatures that were returned 142 parcels were signed. The total acreage of this area is about 77 acres so you're looking at an average plot size or parcel size of about a .25 of an acre. The average property value is about \$101K a year and the average taxable value is about \$1,800 a year. Those are the numbers we look at when we're looking at what could potentially be feasible for economic purposes.

PROPOSED FULL DISTRICT

- SIDEWALKS, CURB AND GUTTER, AND STORM DRAINAGE
- TOTAL PROJECT COST = \$9.98 MILLION
 - ADDITIONAL \$2.5 MILLION IN UG COST (NON-PARTICIPATING)
- NUMBER OF PARCELS = 292
- TOTAL COST PER PARCEL = \$27,761
- ANNUAL AVG. COST PER PARCEL = \$2,584
 - OVER 15 YEARS WITH 5% INTEREST AND FINANCE COST
 - IN ADDITION TO CURRENT PROPERTY TAXES



The petition for this district actually asked for sidewalks, curb & gutter, and storm drainage. As we evaluated this program we made sure to include all three of those elements. The total project estimate for this project is almost \$10M, \$9.98M. That number seems rather large for a sidewalk benefit district, but keep in mind that it does include a lot of storm drainage and the total lane miles in this district is about 4.1 miles. That's on the same scale as Leavenworth Road or Merriam Lane, the amount of area that we did do work on so it's a very large geographic area so there is a lot of work that's going to go into this. On top of that \$10M there is an additional \$2.5M that the UG would be responsible for that is not participating. In our policy it says that the Unified Government will pay for design and inspection of the construction, so this is something we could not recoup any money for.

As I said before, the total number of parcels affected in this district would be 292 so if you divided that cost evenly amongst the parcels, you come up with \$27,761 per parcel. That would be if somebody wanted to pay that total, that way they wouldn't have to pay it out over the 15 years or 20 years, whatever we decide on, that would be what they would have to pay at that time. If they wanted to break it out over the 15 or 20 years, you're looking at about \$2,600 annually which does include our interest fees and our financing fees in addition to what they are currently paying on their property taxes.

The map you see on this screen is highlighted in different colors as constructability options or constructability possibilities. The red areas, of course, are more difficult to construct, the green is easier, and yellow is a mid-range.

RECENT ACTIVITIES

- MET WITH RDA TO SHOW FINDINGS OF FEASIBILITY STUDY (JANUARY 2017)
 - CONSENSUS FROM RDA AND PW IS THAT THE POTENTIAL COST WERE NOT AFFORDABLE
- PROJECT DESIGN MONEY TEMP NOTED IN 2017 – \$600K
- ALTERNATE DESIGN OPTIONS WERE EXPLORED ALONG WITH SAFE ROUTES TO SCHOOL PROJECTS
 - SAFE ROUTES TO SCHOOL – PHASE E TO BID IN SEPTEMBER 2018
 - SAFE ROUTES TO SCHOOL – PHASE G WAS EXPLORED BUT DUE TO FUNDING CONSTRAINTS IT WAS NOT APPLIED FOR (APRIL 2018)
- FOLLOW UP WITH RDA TO UPDATE ON SAFE ROUTES PROGRESS (APRIL 2018)

We wanted to tell you—all that was done prior to the fall of 2017. Once we got the study back and realized some of this information, we started looking at it and these are the activities we've done recently. We met with RDA in January of 2017. They agreed with us that dollar value just doesn't seem something that could be really supported by the community so that's when we broke this into the four possible options that we will talk to you about at a different meeting to try to make things easier—not easier, but something more affordable and something that could still benefit the area because we do see the need and the want in this area to get something done. It's just finding that right piece.

We had the Temp Note, the \$600K that was in the budget, so that we did in 2017. As I mentioned earlier, we took some alternate designs. One of them has become Safe Routes Phase E that actually bids out in September of this year. That's really one to one and a half blocks of sidewalk along 10th Street going from Oliver to Locust. Right now, that is estimated to come in at probably about \$1.2M.

We took the Option A that was taken from our feasibility study and looked at doing a Safe Routes Phase G as stated up here, but ultimately it was decided to not apply for that just because of the total price tag that was going to be. That was going to be somewhere in the

neighborhood of \$3.4M so we decided to pull that since the \$500K in federal money wasn't really going to help us all that much.

We had a follow-up meeting in April of this year with RDA to let them know that this is where we're currently at so this is where we are currently. We haven't made any more advances at this time because we're needing to get some direction about how we want to move forward.

NEXT STEPS

- COMPLETE FORMAL BENEFIT DISTRICT PETITION (STEP 3)
 - 1) PRESENT THE STUDY FINDINGS TO NEIGHBORHOOD (60-90 DAYS)
 - 2) PRESENT TO PW STANDING COMMITTEE TO DETERMINE PROJECT COST AND SCOPE, AND IDENTIFY TIME TO BUDGET (FALL 2018)
 - A. ADVANCE TO FULL COMMISSION APPROVAL
 - 3) DISTRICT CHAMPIONS CIRCULATE FORMAL PETITION
 - 4) ONCE THE FORMAL BENEFIT DISTRICT PETITION IS CIRCULATED AND SIGNED, PW STAFF WILL VERIFY THE SIGNATURES AND ADDRESSES ON THE PETITION
- UG ALLOCATES PROJECT FUNDING INTO CMIP BUDGET
- BEGIN DESIGN AND ENGINEERING

The next couple of things we plan on doing is we're going to go back to the neighborhood itself, not just RDA and reengage everybody and say these are the potential options with some potential dollar values, is this still something you're okay with pursuing. If the overwhelming response is yes, we will bring it back to you as the Commission for your decision on the potential scope to choose what project size we want to do, the potential funding level that you're willing to allocate to this project, and the possible percentage of cost share, but that will be at a later meeting. After we get that approval from you guys or a decision from you guys we will then go back to the district champions and let them know that and if the decision on the Commission's part is to move forward, they will then begin the process of circulating for that formal signature. At that time that's when we will be getting that information back, verify and then come back to you and we will get it put in the budget.

Mr. Bach said, Mayor, that's the rundown on what's happened so far on this project. You can say there were clearly some delays along the way and some timeframes. We did try to stay in communication with the group that put it in but somewhere between last year and this year—you

know when we allocated the money for this project, which Brandon noted, was in play we spent \$22K on some of the preliminary design work to get some numbers in hand. I think it's the daunting numbers of knowing that this benefit district if we approved it at 50/50 with double the taxes on the residents in the area, is what made everybody look at it and say what are some other options we can come to and consider for this area to be more practical to go back into play. I think the staff that were on the line level working on this—if that caused it to delay, then I guess we're at fault for doing that but that is how they were trying to advance it and figure out ways that we're practical to implement.

At this point there is still \$578K in design money in Temp Notes that's waiting to work on this. It will probably take more than that to do the design of this now that they've got into it to realize the order of magnitude, though I'm not concerned about putting that money in play until—we've got enough to work with until we see that the residents are ready to move forward with this kind of magnitude of tax benefit district or if we find a different option to work with.

Commissioner Murguia said, Mayor, I have a question or a comment. I apologize to everyone. I have a broken car otherwise I would be there right now. This issue as you know is very important to me and I'm not sure if it was Brett or who it was that gave the presentation. I don't have a television in front of me, but I just want to say that how is all of these community meetings and all of this neighborhood stuff gone on and not one time has the commissioner for the district been updated or briefed on this project. That's very concerning to me and though I have a great deal of respect for the work that neighborhood groups do, RDA is not the commissioner and not the elected official for Rosedale and I understand they were involved in this project, but it was I, myself, who was out there getting signatures on the petition. I, myself, who organized residents in that neighborhood to help with those petitions and RDA was simply a participant in that process. Frankly, no one neighborhood group decides what's going to happen in a particular area or a district.

I'm so frustrated with what appears to have been over the year this incredible power and control that one neighborhood organization has over an entire neighborhood. I've walked that neighborhood many times and I can tell you many times I've knocked on doors and people have never even heard of RDA or Rosedale Development Association.

Moving forward, as the commissioner that's elected, that puts their name on a ballot and that talks to people and has to go door-to-door to be elected, I would like to be involved and updated on every project that goes on in my district especially when you're talking about a \$10M benefit district. We're not talking about a stop sign. Hopefully, in the future when things go on in Rosedale that staff from now on will come to me as the commissioner and not to Rosedale Development Association. I would really appreciate that. **Mr. Bach** said it's understood, Commissioner, and noted that as we went through the steps that it appeared that communication with you seemed to be in void as we went back through the record of what was going on there. We will keep you in touch with this and as you can see it's a major project so figuring out what direction we go from this point will be important.

Commissioner Markley said I'm just curious and the answer may be that we just dropped the ball and if that's the answer, fine, but what happened between 2013 and 2016? It looks like we put money in the budget, but we did nothing else for three years and that seems to be where the problem occurred because then it got us all out of timeline with the petition. Like I said, if the answer just we dropped the ball, fine, but I was curious if I was missing something in that timeline. **Mr. Grover** said I would say what happened during that time period was a change in Public Works leadership when not a lot of information was known to current staff about this project in particular so that would be that changeover. Whenever our former County Engineer left a few of us were going through project files that he had and divvying them up amongst remaining staff and that was in 2016 when this was reinitiated. **Commissioner Markley** said that's a very diplomatic way of saying we dropped the ball. I get it. That's all I wanted to know.

The only other thing I have to say and this is up to Commissioner Murguia and the neighborhood when it gets to that point because it looks like we a few steps before that, but we had this discussion at the last meeting about having to go get signatures again and I agree it's going to be very difficult to get those people to walk door-to-door again when we made them walk door-to-door last time and then we didn't do anything for three years. I would still be in favor of the situation where this board enstates that district once we're sure there is a majority in favor based on our group meeting or some other system that makes it easier for residents to go through that process.

Mr. Bach said I might clarify too that probably a little misunderstanding from what had happened that previous time. The door-to-door before was the informal petition so I mean just for that point—and our policy does require that 50% be turned in for the district. In going back through those numbers now we were far less than that that was actually turned in for this, but we accepted it and started working it so that feedback was not offered out at that time. The big step is that formal petition when you're showing all the people in the district this is the actual cost because the first time around is more a here's the type of project we would like to do, would you be interest in that versus come back to them saying here's the project we would like to do in the area. Would you be willing to pay from \$1,300 to \$2,700 a year in additional property taxes so that's a whole different level of petition to go around and that step has not been done for this district.

Commissioner Townsend said this is just a general question about these districts since there would be another process for the petition to be formal. You still need 50% and what happens in the event that—what happens for those citizens in the district who were not in agreement. Will they be taxed? They are taxed, okay. **Mr. Bach** said ultimately with the benefit district process, yes, it requires it to be a majority, 51% come in to sign it and come forward, but then it does have to come before you as the governing body. So, if you had 100 people come to the room and 49 of them were saying we don't want that additional tax, you're the ones that would ultimately make that decision whether you would go forward with it or not. I don't think there is anything that makes it automatic just because of the petitioners, that just allows the process to continue moving forward. That would be one of those considerations to make if they were that close. **Mayor Alvey** said but they would be paying the tax because they're within the confines of the district. **Mr. Bach** said you approve the district, everybody in it pays.

CLERICAL CORRECTIONS TO BUDGET DOCUMENT

Attachment

Mr. Bach said the next item on the agenda is our clerical corrections to the budget document. We don't really have a formal presentation to run through. You received an attachment. There was a hard copy. Also, our electric copy that was separate. These are not amendments to the document. These are just ones as we've gone through the past several weeks and the 650 pages in the document determined there was some things missing. The most notable one was the one we went through when we were going through debt where we left a couple zeroes off at the end. As I said, these are not—any of the other changes are just clerical, the other ones are not policy changes or we're adding to it. It's just cleaning it up. Am I missing anything with that Reggie? **Mr. Lindsey** said no.

YELLOW SHEET (BUDGET RECONCILIATION)

POTENTIAL YELLOW SHEET ITEMS

- DA CONVICTION INTEGRITY UNIT
- SVV CASE
- SSMID
- ADDITIONAL QUICK RESPONSE TRASH TEAM
- INCREASE TO NBR'S
- BUILDING SECURITY
- JUVENILE CENTER INCREASE FUNDING
- K-7 & PARALLEL
- RIGHT OF WAY (ROW) MOWING
- FUTURE DISCUSSION
 - WESTERN FIRE STATION MONTHLY REPORTS TO STANDING COMMITTEE
 - STATE EMPLOYEE TO DO STATE-WIDE ECONOMIC OVERVIEW
 - ECONOMIC DEVELOPMENT AND PLANNING PROJECT AREA STRATEGIC PLANNING
 - LIVEABLE NEIGHBORHOODS STAFFING

Mr. Bach said the potential yellow sheet or reconciliation items; these are the items we are going to talk about and we have a little bit more detail. I can of broke them down by different categories. We have the Conviction Integrity Unit, the Schlitterbahn case, the SSMID, the abatement team that's out there, increases to NBRs, Building Security, Juvenile Center Funding Increase, K-7 & Parallel; those are the ones that are more in the dollar and cents changes that are there. Then we have some policy direction in areas of the Right of Way Mowing and then where we're going with future discussion on the Western Fire Station reporting to Standing Committees, Employee Statewide Economic Overview, our Strategic Planning around Economic Development and Planning areas, and Livable Neighborhood Staffing. That's what we've captured. We're going to go into each one of these here in a little bit.

It's my goal from this point that I make sure that I have the right direction from you all as to what we need to address from a financial perspective or what we're going to work with in the future.

DIRECTION PROVIDED

- DA CONVICTION INTEGRITY UNIT
 - STAFFING: \$38,750 (2018) \$155,000 (2019)
 - EQUIPMENT: \$7,500 (2018)
- SVV CASE
 - REDUCE BY \$150,000 (2018) REDUCE BY \$150,000 (2019)

I think you gave us direction the other night on the DA's Conviction Integrity Unit. He came in and he asked for some additional staffing. The staffing request was about \$155,000 worth and he needs \$7,500 worth of equipment. What we did was we built the budget for this to start in the fourth quarter of 2018 and buy the equipment this year and then built in the full amount for the staffing in 2019. The other one is contact with the AG regarding what we thought the cost of the case would be. The DA did that, so we think it's at \$350,000 for both the cases we have in there so that impacts both where we're at on the 2018 and 2019.

Am I clear in moving forward with this direction?

Commissioner Bynum said I think you can see that we have support for the item, but we have a very late letter received today with concerns from our two main law enforcement partners about how to protect the entire process. So, I think while we agree we need to fund this, I think we need to pay good attention to what our Police Chief and Sheriff brings forward as potential concerns as we develop this unit. I would just ask us to be diligent in hearing their concerns and if there are things we can build into this unit working with the DA that helps satisfy their side of this equation. This email came today at 5:30 to all of us. We may want to have a look at that and see what concerns they're bringing forward, but I glanced at it. I just want us to be aware as we move forward. I think we understand what the DA was bringing us, and I think we agree with that, but we need to also be aware of what our two chief law enforcement officers in this county are saying, so that's all I'm asking for. I still support it. I just want awareness that we've got to work with our Police and Sheriff. **Mayor Alvey** said if we were to approve this for the budget and we were

to find the concerns outlined in the letter were substantiated that would cause us to not be able to implement it, that money would simply be hanging out there. **Commissioner Bynum** said I don't think that's what the letter is saying, and I would just hope that we all take a minute to at least—I don't think they are saying don't fund this, just to be clear.

Commissioner McKiernan said I think what the Mayor is saying is that if we would read that letter, discuss those concerns and decide at some future point that we wanted to change the funding, then that would simply be an item that would not receive funding and that funding would fall either to the bottom line or to another purpose in the budget. Correct? **Mayor Alvey** said correct. **Commissioner McKiernan** said I would be okay with that. **Mayor Alvey** said this was a letter to the Attorney General of the State of Kansas and so we're looking for an opinion which could then be—it could be decisive.

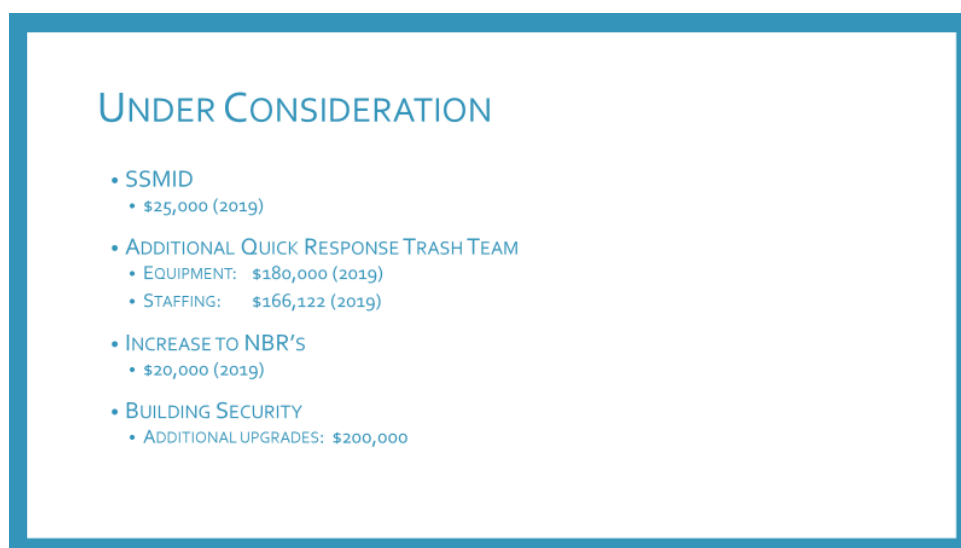
Commissioner Kane said I just now got it and for that amount of money and with the concern from the other folks, I think we do need to take a serious look at it. Normally we say what are the surrounding municipalities doing in an event like this and yes, I think at first flush it looks great, but I would like to see what the opinion comes back.

Commissioner Markley said I was just going to say can we—obviously, we're kind of on a tight schedule with the budget, so can we put it in the budget and then require it to come before Standing Committee for further discussion based on this last-minute information, so we can make sure we know what's going on? **Mr. Bach** said you can, though what we would need to do because the District Attorney is an elected official and so when we approve his budget it is his budget to utilize. I would say that we would need to put it into the County budget, but we would hold it in a separate fund, not fund, account so it would not be part of that budget until such time you authorize a revision to transfer it over if you wanted to have that kind of control of it. If we were to move forward as it is up here and we approve it, come September 1 that money goes into his budget and he would have the direction, or he has his authority to spend that money how he deems appropriate.

Mayor Alvey said I think if we would hold that in abeyance or in reserve somehow, I think that's the appropriate way to go with it. **Commissioner Markley** was inaudible. **Mayor Alvey** said I

think you have your direction on this. **Mr. Bach** said we will move forward with it, but we're putting it into a special account outside of the DA's office until such time you give us the go ahead to move it into it.

Commissioner Kane said Dupree just text me and said he could come over now. **Mayor Alvey** said it would still depend upon what we hear from the Attorney General. **Commissioner Kane** said I'm just telling you what he texts me, relaying the message. **Mayor Alvey** said tell him no, that we've already decided to put it into a separate account which will be decided after we receive full opinions from the Attorney General.



Mr. Bach said the next items are under consideration. I would say because there was some attention about these, but we did not have any consensus from the governing body where we're at. I'm going to start with the SSMID. One thing I did find with that—I just wanted to show you at least the numbers behind that.

SSMID POTENTIAL REVENUES

	2018 Mill Rate 12.635	MML Set by Commission – 12.0	Mill Rate Request by SSMID – 11.026
Property Tax	239,402	227,370	208,910
UG	100,000	100,000	100,000
Other	43,500	43,500	43,500
TOTAL Revenues	382,902	370,870	352,410
SSMID Proposed 2019 Budget	364,100	364,100	364,100

I thought it would be worth just showing. If you look in the first column you see it's the 2018 mill rate. For the SSMID District it was 12.635. Then, you all set a maximum mill rate for the SSMID District at 12.0. They requested what's in the third column of 11.026. Okay, so house has kind of come down. If we were to adopt it at this year's mill rate 2018, it would generate \$239,000. If you did it at the 12.0, it would be 227 and if you did it at what they requested, it's 208. The Unified Government has current proposed to put \$100,000 into their budget. They receive other funding from sources such as the BPU and/or KU Strawberry Hill Campus and combined equals around \$43.5 and there might be something else in there. There are the total revenues you see in each of these scenarios and then they have their proposed budget that they put out at \$364,100. The request is to use the third column over at the lower mill rate, lowering it by 1.5 mills from last year and have the Unified Government pay an additional \$25,000. As you're considering this, I thought you should at least see this perspective.

Commissioner Murguia said, Mayor, I have a question about this. Doug, did you just say that the Downtown Shareholders group just gets an additional \$1,000 grant from the Unified Government every year? **Mr. Bach** said \$100,000. We are not part of the SSMID. We own property within the SSMID District. Years ago, when that came about, we told them that we were not going to just be giving—we're not going to pay into it from that perspective, but we will pay \$100,000 and that number has changed over the years too but it's at \$100,000 now. **Commissioner Murguia** said and that's in lieu of what? You make it sound like it's in lieu of something. **Mr. Bach** said it's in lieu of paying property tax because as a property owner within the SSMID we no

doubt get some benefit from what goes on in that district from the cleaning that they do all around the downtown area, the added security that they do. It's the same decision the BPU made and the same decision that KU is making coming down here since they are non-taxable entities, they would not have to pay into it, but they make a payment in lieu of that tax.

Commissioner Murguia asked do they get any other additional money besides what's part of the SSMID. **Mr. Bach** asked, Debbie, do you know. Do they get any other revenues sources, I mean, that are substantial? They may get a few thousand from something, but I don't know that there is anything—**Ms. Jonscher** said this is the majority of the revenues they receive. **Mr. Bach** said the property tax is the majority of the revenue that they make. **Commissioner Murguia** said I apologize. I haven't followed this very closely, but I'm just curious, so I'm sorry if you have to repeat. The way the SSMID is setup is that they get a percentage of the property tax collected in this particular area or they put an additional tax on the businesses in that area and they get back? **Mr. Bach** said they put an additional tax on themselves and they get all of that. It's over and above all the other tax rates that are set by every taxing entity so the property owners in this area pay—this year they're paying 12.6 mills more than somebody that sets right outside that SSMID. **Commissioner Murguia** said and they have to get a petition for that, right, so it has to be over 50% of the people agree to pay that, correct? **Mr. Bach** said yes. It was a very long process that they've gone through to get all that setup. **Commissioner Murguia** said okay, that's all I have.

Mr. Bach said the request is that the Unified Government add \$25,000 to our share. **Commissioner McKiernan** said well certainly, I do believe as property owners in the district, we do get a benefit for the money that we invest. This 125 would end up being less than we originally committed to when the district was formed, but certainly would be higher than what we've been paying historically. If commissioners are not in favor of an additional \$25,000 investment, then I would wonder could we set the mill at 11.5, .11 lower than it was last year which would roughly be a way to meet in the middle while still lowering the mill by over—I say a point, but by over a full tenth from where it was last year and yet keeping our cash investment low. I would favor \$125,000 to the SSMID for the benefit that we receive. **Mayor Alvey** said I think I would agree with that. Again, they have been—we have committed to funding them at \$150,000 over many

years. We're not able to do that. They simply asked over the past couple of years that we restore what we originally committed to and this only gets us really halfway to that number.

Commissioner Murguia said one more quick question. I'm sorry I keep jumping in but I curious about this also. What is the total amount of money annually collected from the SSMID in this area? **Mr. Bach** said the SSMID generates \$239,402 for 2018. **Commissioner Murguia** said if we put in \$125,000 we will be paying more than 50% of that? **Mr. Bach** said correct. Well, yes, very good Commissioner, yes, our \$100,000 is over and above. So, what I gave you, that quote is what the property owners that pay into the SSMID pay the 239 so we pay—our \$100,000 is on top of that plus the money from the BPU and KU is on top of that as well. The total generated is \$382,902 so we're about a third. **Mayor Alvey** said approximately one-third. **Commissioner Murguia** said would it be fair to say out of all the money that the SSMID generates itself, the Unified Government is matching that by 50%? **Mr. Bach** said 30. **Commissioner Murguia** said not the total amount—**Mayor Alvey** said you're correct, it would be 50%, no. **Mr. Bach** said it's 240, plus 40, \$280,000. **Mayor Alvey** said the Unified Government's piece of this is about one-third of the total revenues in the ledger of the SSMID. **Commissioner Murguia** said okay, so I hear what you're saying, but the total amount generated though from the SSMID itself, not the government, you said was \$239,000, correct? **Mr. Bach** said the non-governmental entities, yes. **Commissioner Murguia** said that's right and so in addition to that \$239,000, what they're bringing to the table is \$239,000 so if the government is going to put in another \$125,000 then we're giving them 50 cents on the dollar. For every dollar they raise we're giving them 50 cents. **Mr. Bach** said well they also have—there is \$43,000 there from other government entities too. **Commissioner Murguia** said if you add those we're probably pretty close to matching them almost dollar for dollar if you count all the government entities.

Commissioner Bynum said some of the other includes non-government entities, buildings that are not on the tax roll that are making a contribution to the SSMID in lieu of being on the tax roll and paying taxes. **Commissioner Murguia** said let's just make it really easy then because it's too complicated. I will go back to what I originally said. If we just talk about our portion, the Unified Government portion that you're asking for tonight, the \$125,000, you're in essence giving SSMID who's bringing a substantial amount of money to the table, almost 50 cents for every dollar that

they bring to the table, and their primary function is to provide security and beautification in their geographic area. Correct? Don't make it complicated. That's fine with me and by the way I am fine with that. I just want to be clear that that's what's happening.

Commissioner McKiernan said I think it ends up being instead of 50 cents, it ends up being about 34 cents if we really want to do the math on it, but you are correct, that that is our contribution. Again, I support it based on our significant property holdings inside their service area and the benefit they bring to us and our property holdings in that area. If it is the will of the Commission that we stay at 100, then I would propose that we consider a mill of 11.5. **Commissioner Murguia** said, Brian, I'm not suggesting that. I just want you to be very clear, I'm not suggesting that. I just want to be very clear that if they're asking for \$125,000, if you double that, that's \$250,000 and what they were bringing to the table it's \$239,000. I was saying it's approximately 50%, we're paying them 50 cents on every dollar they bring to the table. I think that's great and just so we know what we're getting in return for that which is security, beautification, and cleanup. That's great. I'm good with the 125. I just want to make sure that I understood that and if I'm wrong, correct me. If I'm not, I'm good with the 125. **Commissioner Johnson** said I'm good with it as well. **Commissioner Bynum** said I support it as well.

Commissioner Philbrook said they do a little bit more than that. They are very probusiness and they do encourage business in that area and work with the Downtown Shareholders. I'm for the 125 understanding that we're going to decrease the mill rate to 11.026. I'm for the suggested last column for this year, for 2019.

Commissioner Townsend said just for clarity, if somebody could recall for me, what was the reason they were asking for the additional funds? **Mr. Bach** said I don't know if I ever had the direct, but I believe it was so they could lower their mill rate a little bit. **Commissioner Townsend** said oh, to their shareholders.

Commissioner Burroughs said the Others, the \$43,500, did we hear correctly that includes the partnership from the University of Kansas facility also? Do we know for how long, how many years? **Ms. Jonscher** said I don't know that. They just gave me an amount for next year. **Mayor**

Alvey said I have to sense it's an ongoing commitment in lieu of the fact that they're not paying taxes because they are not-for-profit, a State entity, that they are committed to doing what they can to help the downtown area and that includes bringing resources to Downtown Shareholders. **Ms. VonAchen** said I received an agreement from them, but I don't remember offhand how many years it's for, but the Mayor's right there. **Mayor Alvey** said okay, I think you have direction.

Mr. Bach said to go back to the previous slide, the question was asked about our abatements and our ability to continue to do the abatements at the 14-day timeframe which we were not doing and I believe Commissioner McKiernan was very clear in asking the question of what it would take for you to be getting it back to that level. This is classified as the Quick Response Trash Team. The Quick Response Trash Team is currently what we use to go out and do abatements. So, they mow. They don't just do trash. They stop on a lot, they clear it, they pick-up the trash off of it, and they mow it. Sometimes they will spend most of the part of a day going through and trying to clear a lot like that. In order to get closer to the 14-day abatement period versus where we're backlogged to today, we feel like that would require the addition of another team. These are 3-member teams. They use a dump truck and a few mowers and other such equipment. That's the \$180,000 part. To do this you see the combination of a number that's \$320,000 there. My math is bad, \$340,000 almost 350, but the 180 portion is one-time and then the staff would be the ongoing. If we were to do this, starting next year, that would be the cost.

Commissioner McKiernan said I did ask what would it take because I've noticed at least a couple of occasions where we haven't been meeting, but we said we were going to meet which was a 14-day abatement. Seeing that price tag, I am perfectly fine having now recognized what it would cost to get to our stated 14-day abatement if we didn't fund this, but instead we're very clear about what our procedure and what our expectations are going to be going forward. I thought we were operating under the 14-day abatement and evidently, we haven't been, and it's been in part due to funding. I would ask an additional thing and that would be, if we chose and that is a large dollar amount for an abatement season that is winding down and if we chose not to fund this for the entirety of 2019, I would ask that we seriously and intentionally build this into the Amended '19 so the halfway point of 2019, if we are not keeping up as we appear not to be doing this year, that we've intentionally built-in a backstop for the second half of 2019. I'm okay now that we've

identified what it's going to take. I think we should communicate it's not going to be a 14-day abatement and I think we should intentionally build this into the Amended '19 so we can pick it up at 14 days when we get to the middle of 2019.

Commissioner Philbrook said that would put our abatement at about maybe 4-6 weeks. Is that what that means? Is that correct? I'm just trying to make—**Mr. Bach** asked, Melissa, do you know. **Melissa Sieben, Assistant County Administrator**, said it's dependent. The last count we had we were running it around 14 days for May, June and July. Sometimes it depends on when things get cataloged in and you've got that time from when it got into the system versus the time it was noticed. We're running around there, but we have done 988 abatements so far this year. I think it's the sheer volume. The 3-person team worked an average of 240 hours of overtime from October to April in '17 and then in '18 to keep up with demands additional Park crews have been working overtime as needed. This isn't kind of the comprehensive way of looking at this, so we could bring back more information to show you. **Mayor Alvey** asked do we expect that the numbers presented for us to remediate will be ratcheting down over time or is this a constant supply that is going to require the equipment and the staffing on an ongoing basis. **Ms. Sieben** said in the time that most of us will be here and probably beyond, it will be constant. It's not going to turn overnight. I've got plenty more years ahead of me.

Commissioner McKiernan said in a couple of the cases I brought forward I think once we get to abatement it actually is moving reasonably quickly. I think there are some other process improvements we could make internally that would cut the total time from submission to completion down even if the abatement still ends up at a 14 to 28-day period. I really am adamant that when we start building next years' budget that these real numbers, this accurate assessment of what it's going to take, be included from the very beginning of building next year's budget so we don't confront it like we do this at the eleventh hour.

Commissioner Markley said I agree and next time we have a SOAR update maybe we could have some of the additional data to help us move forward.

Commissioner Philbrook said just for clarity; we paid how much overtime? **Ms. Sieben** said last year which is our last fiscal year that's closed, it was an average of 240 hours of overtime for that crew but understand that we've also been pulling in other Park staff to help out when they start getting further behind. **Commissioner Philbrook** asked do we know what that dollar amount is. **Ms. Sieben** said not in the information I have before me. **Commissioner Philbrook** said you can bring that forward with that other information.

Mike Tobin, Deputy Director of Public Works, said if I might, a couple of notes going forward here. Jack has had a hard time in Parks keeping up on the part-time people and bringing them on. Just like Melissa said a few minutes ago, this is part of a much bigger picture but understand for the future as Commissioner McKiernan said a few minutes ago, right now if you approve this by the time you got the staff onboard and the equipment purchased, it wouldn't have an impact until 2019. If you wait to do that in the Revised 2019, your impact is going to be six months later probably. Just a note.

Commissioner Kane said I certainly think we need to add some cash to cutting the grass. I would elaborate, but we don't have all night long. **Commissioner Philbrook** said I have to agree with you Commissioner.

Commissioner Burroughs said so you're looking at a 6-month timeframe from the remainder of this year, about five months remaining for the year, so if you divide that number in half and then take five months from that, it should give us our target number that we should put into the budget for this year and build it up for '19 and be ready for '19 and then fund it fully in '19. **Mr. Bach** said I would agree. This is targeted for '19 and we could modify that. We certainly wouldn't need to do the full year on staffing. You know, from that point forward it would be an ongoing number. **Commissioner Burroughs** said we could purchase the equipment this year and have it ready to go if we needed to. **Mr. Tobin** said we could if you approve the funding. **Commissioner Burroughs** asked would that be the preference moving forward so we don't find ourselves behind the eight ball in 2019 for six months. **Mr. Tobin** said, again Commissioner, that's up to the will of the Commission as to what you want to do. If you want to get your 14-day schedule again, then this was what was put forward.

Mr. Bach said if we funded this for next year, we want to have everything on hand ready to roll by March/April, somewhere in that timeframe. Most likely we could make that happen the beginning of the year though it could be advantageous to get things done. I don't know what the dump truck ordering date is off the top of my head with what needs to happen in the fall the previous year or not. **Mr. Tobin** said the dump truck lead time depends on size, also it depends on the mowers that they would want to bring in for this. The smaller the mowers, if that was the case, those are much readily available. A dump truck can take up to a year depending on how big you go. **Mr. Bach** said if we got them, we would figure out how to get a truck out there in the field for a while between our inventory that we have, we would just need to replace it in time.

Commissioner Johnson asked how are we doing on this year? Are we doing alright budget wise this year on cutting? **Ms. Sieben** said this is not so much an issue of the mowing budget. I think it's more of an issue of this particular group that does a very niche type of work which is abatements. There is mowing money. These folks do mow, but they're responding to violators and we have our mowing budget that's for Land Bank which is different and then we have right-of-way mowing and other different types of mowing, parks mowing, so on and so forth. It's not a mowing issue as much as it is staff to do the abatement type of work. I think that is where the request is coming from. **Mayor Alvey** said picking up the trash, debris, loading it up and hauling.

Commissioner McKiernan said I think that's where a lot of our frustration comes from and you said it yourself, Mayor, that it is disheartening that we have so much picking up after to do in terms of both trash, grass and weeds. I would hope that we could change that, but Melissa's assessment is that it's going to be the statuesque for a while. Have we identified a source of offset for this if we were to add it to the '19? **Mr. Bach** said if you had one, I would welcome any kind of recommendations or thoughts you have for that. I don't have anything off the top of my head that I'm working on. This would be in the City General Fund.

Commissioner Bynum asked would this be part though, Mr. Bach, of the work you would do immediately following session to try to find—take from here, put here and bring it back if we say this is a priority for us. **Mr. Bach** said yes.

Commissioner Philbrook said I've heard the fact that, yes, we have all these different little different pigeon holes that we're claiming for money and people sign, but if we rob Peter to pay Paul, it's still going to cost us, so we still have to have the people out there working. We can't divide them in half and send them out. Either they're working on cleaning up areas that need to be abated or they're mowing. They can't do both at the same time. That's why I'm more in positive of asking you to find the money. I don't know where you're going to make it from, I don't have a tree, but you're pretty miraculous.

Mr. Bach asked was that a direction that I should build this in or not. **Commissioner Kane** said I don't say we build it in, but we should add some monies to it. Maybe not this much, but something to get us further than we've been this year. Obviously, if we run into overtime issues, maybe hire another person, but I don't think we can do it with the money we have in there right now. I think we need to boost it up some. **Mayor Alvey** said I would agree with that. I don't know if there would be any in-between solution to this. I wouldn't want to go private contracting, but if that would abate temporarily certain things, maybe; but we're already paying overtime.

Commissioner McKiernan said I just want to clarify with Commissioner Kane; it sounds like what you're talking about is just additional money for mowing, not necessarily the addition of this Quick Response Trash Team, the abatement team, would that be correct? **Commissioner Kane** was inaudible. **Commissioner McKiernan** said okay, so I think we're talking two related but separate things here. As opposed to the Quick Response Trash Team, just an additional money devoted to our standard mowing program is what you're suggesting. **Commissioner Kane** said correct.

Commissioner Murguia said, Mayor, you bring up a good point. Is there something that exists where for emergency abatements and stuff like that that goes on that temporarily we can subcontract that out? It seems like something that would really greatly benefit small businesses in Wyandotte County. There are a number of small companies that are locally owned and operated in Wyandotte County that do grass mowing, trash removal, and things like that that might be temporarily, at least, faster and also create some opportunity for some smaller contractors in Wyandotte County. **Mayor Alvey** asked is it possible to—if we're not really willing to commit

this level of funding going forward, that we would at least commit to looking at other possible solutions to reducing the backlog. **Mr. Bach** said I think we can look at the private contractors and I would welcome if Jeremy or Mike would want to comment on that. I know previously when we've bid these difficult lots we don't get people that are that excited. They like to mow the stuff they can get in and mow. As I said, we will drop on a lot and they're having to bid a lot price to us and the variation is you might be able to clean the lot in 30 minutes, I think Jeremy told me, versus 6 to 7 hours. There's no uniformity at all in trying to price structure these and so then that requires us to be kind of on-site with them so that takes another supervisor position as you go out to them. These are—you've seen them, they're a lot of odd things through the community so when you come to them—it's pricing so it's an awkward one. We haven't had a lot of good luck with contractors, not to say that we couldn't find somebody that could work with as well, it's just been a difficult one. I don't know if you have any additional comments to that Jeremy. Maybe I'm missing something.

Jeremy Rogers, Director of Parks & Recreation, said you are correct. The problem with contractors is when we go in and do an abatement it's on private property so we're going onto someone's property. When you involve contractor's, I don't know if Ken can elaborate on that, but I know there are some legalities with that issue. **Commissioner Murguia** said then why don't we—I have a comment to make here. Then why, Jeremy, did we not use our guys for the private property stuff and use the contractor for the public stuff? **Mr. Rogers** said all of the abatements that we do are on private property. We're basically (inaudible). **Commissioner Murguia** said I was also speaking to Mike and Brian's comments about mowing, so I won't confuse them I will stick with abatement. Why aren't we using our internal existing crews for those emergency abatements and then farming out the stuff that they're doing to a subcontractor temporarily until we get our hands around this? Since our guys are from here and they know our community and they know our neighborhoods, why wouldn't we use them for that? **Mr. Rogers** said that is exactly what we're doing. If we have an emergency abatement, we will pull our three guys that we have on that crew. We will send them to do that abatement and then at the end of the day once we're done with our parks and with our medians and whatnot, those guys will come in and fill in the back of where those guys—pick-up where they are to help them out, so it makes it a shorter day. **Commissioner Murguia** said right, but our guys from what you were just saying, we're paying a

lot of overtime. What I'm saying is we only have so many guys and we can't put them on everything and can't work them, will we could I guess, but we probably shouldn't be working 12 hours/10-hour days unless they want that I guess. From a cost-efficiency perspective, why wouldn't we be subcontracting the easier stuff and just moving things around so our guys are doing the more—the stuff that we're more comfortable doing in-house? **Ken Moore, Chief Legal Counsel**, said our ordinance clearly contemplates that once we get into the abatement process that we can do it ourselves or have an authorized agent do it on our behalf. It contemplates having contractors out there doing the work. The only requirement is that it's done in a reasonable manner.

Mayor Alvey asked the consensus of the Commission. Is there a strong drive to place this on the budget? Hearing none, we'll move on.

Mr. Bach said the next one brought up was the discussion about the increase to the NBR's. We had some discussion about it and then we left it at that point. I don't know that I have anything else to bring to the table. **Mayor Alvey** said I'm going to ask Commissioner Bynum to speak to this. **Commissioner Bynum** said while I maintain my position of believing that returning the existing NBR's to their funded level of a decade ago is something I support, I am also fine with having a further conversation to look at NBR's across the board. I'm really fine with that. You know it's \$20,000. For me, returning them to their funding level of a decade ago seems easy, but I'm actually fine with delaying that and having a deeper conversation around the work they do in general is absolutely fine with me. **Mayor Alvey** said what I understand is you're not asking to forward this. Is there anyone else on the Commission that would like to forward this funding at this point? **Commissioner Philbrook** said no, I don't want to forward it, but I do want to make sure we have that conversation. **Mayor Alvey** said absolutely.

Mr. Bach said the next item is the one we had Sheriff Ash and Chief Ziegler here. We talked about a few things going on from building security and they noted they had identified a couple hundred thousand dollars which they thought would probably go in addition to what we have in the budget today of about \$150,000. Some of those modifications are not 100% as to what we will be doing for sure though they've done some preliminary programming into it and believe this

would cover the cost to make it happen. This is kind of an open additional \$200,000 looking to add into our budget. **Commissioner Kane** said I'm okay with it. **Mayor Alvey** said I think it's absolutely necessary.

Commissioner McKiernan said when I saw this particular slide it's one of the reasons that I said we could hold off on the Quick Response Trash Team because this is a slightly less, but somewhat equivalent amount of money and I think it is probably more urgent for our consideration, my opinion.

Commissioner Markley said I agree, but I was just curious, the \$150,000 is that in the 2019 or the 2018 Amended that we've already budgeted? **Mr. Bach** said I believe we have money in both years.

Mayor Alvey said there seems to be very strong consensus for this.

UNDER CONSIDERATION

- JUVENILE CENTER INCREASE FUNDING – \$2.7M DEBT
 - REDUCE SCOPE OF PROJECT – REMAIN WITHIN ORIGINAL BUDGET (\$24.8M)
 - 3RD FLOOR COURTROOM FINISH
 - MAINTAIN ORIGINAL PROJECT SCOPE AT POTENTIALLY HIGHER BUDGET (\$27.5M)
 - FUND 50% OF MEMORIAL HALL PARKING LOT FROM TRANSIENT GUEST TAX – \$450,000
 - UTILIZE COUNTY PROJECT DEBT RESERVES TO CASH FUND – \$1M
 - INCREASE PROJECT DEBT
- K-7 & PARALLEL – \$3.6M PROJECT
 - \$300,000 (2019) \$300,000 (2020)

Mr. Bach said those were the main ones from a financial change or right at hand. These are ones that kind of take us from a different perspective. They are financial in consideration though they fall out of the General Funds into the area of Debt.

The first direction was on our Juvenile Center. We had a \$24.8M project that brought to you—well, we projected we would probably need an additional \$2.7M to do the project as we were contemplating to do it because of the inflationary, mostly inflationary aspects of what was

changing in the cost of operations. The Commission asked me to go back and figure out a couple different options on this. The first was, how do I get the scope back down to \$24.8M. Jeff and his team went to work on this. They came back so we looked at the third-floor courtroom area where we had built that into it so we have all the programming that would be in place to do the juveniles from the services they have to the detention areas. Then where we had build the courtrooms on the third floor we would just leave them in a shell type finish and we believe that's a difference that would save us about that 2.7. Jeff, is that correct? **Jeff Fisher, Executive Director of Public Works**, said that's correct. **Commissioner Murguia** said that's cool. **Mr. Bach** said that's an option to reduce the amount of money and keep us within the original budget.

A couple of other options we came up with—and now we've already issued the PBC through the Public Building Commission so these bonds are in place. But if we needed to spend more money and we elected to do the additional finish work, one option is to go to the parking lot by Memorial Hall and as that Memorial Hall is largely serving—well, 50% for the project for employees, but the other for serving Memorial Hall we believe is eligible to use Transient Guest Tax dollars. We could spend \$450,000 of cash from that project area.

Also, when Kathleen went through the numbers the other night and showed you the amount of money we had in Debt Reserves on the County side, we think we could just cash—we have enough money that we could cash into that, a million dollars from that account. Essentially, that's a \$1.5M. If we said do the \$27.5M project, I could fund that by this \$1.5M and then just increase the debt by the balance or hope that the bids come in lower and not quite get all the way up to that full amount. I tried to throw some options at you as far as if you want me to stay at the \$24.8M we'll do it, and then there's about \$1.5M we could do an additional add-on depending on where the bids come and go from there.

Commissioner Markley said I like the Option B that you've come up with where we can have that higher budget if needed, but I guess I would say I would be okay with authorizing that higher budget. I would still like to see if we can bring that down and although I appreciate the courtroom finish is the way to take that whole \$2.7M off in one kick, I'm guessing there are other smaller things that we could take away that would whittle away little pieces of that amount. I would still be in favor of doing that to keep that number lower while having the option for the higher amount. Part of the reason I say that is because we don't know how the bids are going to come in and so

having it authorized at least the money is out there, but I still think there are ways that we could save less than \$2.7M and still save some money and get our third floor courtroom.

Commissioner McKiernan said I would agree with that. I mean I'm the one who has had the concern about the creep in the project scope and to be able to increase from \$24.8 to affectively 26 is about a million dollars of additional debt that does not necessarily need to be ultimately funded and used depending on how the project comes in. I would be comfortable with the second option.

Commissioner Johnson said I like options. We've been led to believe that it could be done for the original amount from someone. I think we need to flush that out to make sure what was said can be done. I'm all for options and I don't want to us hamstringing this project, but when someone says we think it can be done for that I think we need to vet that and flush it out to make sure that what they said was true or at least find out why it's not.

Commissioner Philbrook said in that case is it possible to approve the total but ask that it be brought back to us for what we're spending it on, what this looks like so we can go ahead with the project. Do you understand what I'm saying? Yes, we want to put more strings on it is basically what it comes down to. We want to see where that difference in that money is going to go if we actually have to spend it between the 24 and the 27. Does that make sense? **Mr. Bach** said it does, I mean—Jeff, maybe you can speak to that point. I mean it is the difference—if the project came in as we have bid it which is the entire project, that's where you're spending the money. If it comes in at \$27M, we're bidding the whole project and it's not—just to go to that term, this increase to go from the 24.8 to the 27.5 is not project creep. We did not change any of the project scope to go to that point. **Commissioner Philbrook** said no, I don't think it's project creep. **Mr. Bach** said it has just increased in cost so when we went through and did it, we believe the cost over where we were when we built this budget in the last year has had that much kind of inflationary impact to go this year. We haven't changed it. **Commissioner Philbrook** said I don't mean that. I'm not trying to imply that, but what I am is I'm following up on what Angela is saying and that is she would like to see and understand, as well as I would, if somebody comes in lower and we can do it for let's say 25, you know that's great, that we will take that. We will take

that lower bid. (There was talking that was inaudible.) **Commissioner Philbrook** said, Angela, will you say out loud what you're saying? **Commissioner Markley** said I just said we can ask bidders to—we can give material options and ask for different bids based on the materials and leave out parts of the building that maybe had pricier materials than we can afford I would say. I just want to make sure we're doing everything we can to make sure we are getting the building we want for the lowest price possible. I would just like to have that discussion. I understand what Doug is saying, people are going to bid on it and they're going to bid a certain price and that's what we're going to have to pay, but the question is I think, what are we having them bid on and if we're having them bid on an ivory tower and we can only brick, then we need to know that.

Mr. Fisher said the construction manager at risk method, gives us great ability to that. That was one of the reasons we choose that method of delivery is on the frontend when we get bids we look at those together and find solutions to problems. We will absolutely do that over the next week and do everything we can to get it under 24.8. The market has driven the cost up from the 24.8—the scope increase got us to 24.8 and now it's market cost.

Commissioner Kane said I think Commissioner Murguia said it the other day, we don't need any bells and whistles, but the longer we wait the more expensive it's going to get. We knew this was a big project when we took it on. If it's that price, it's that price. If we heehaw around in doing it, all it's going to do is go up and I'm glad because our guys get paid. **Commissioner Philbrook** said I don't want to put it off, Commissioner, I just want to follow along with Angela with what she's saying.

Mr. Bach said we will certainly bring back and show you what the scope of the project is and what decisions were made to come to it to determine what materials we're putting into it and if there were some changes to reduce some aspects or how we reached the total. If you are giving me authority to work within the 27.5 recognizing the tools of working with any of the reserve money we are anticipating this year or the first option being the Transient Guest funding—let's say we came in at \$25.3M I would be essentially be taking that option and that would be it. The last option being to do anything to increase where we are at on debt. **Commissioner Johnson** said I'm good with that.

Commissioner Bynum said one final comment. I support it. Looking at cuts, one of the reasons why is because if we're looking at cuts and one of the things we're saying is that we wouldn't do a third floor courtroom finish, that alarms me given our current state of affairs, current look at all security in all buildings, and something like that strikes me as an important function not only as a building but the security overall. I want to add my vote of consensus for the options you've brought forward.

Mr. Bach said we have the K-7 & Parallel Project. This is a \$3.6M project which KDOT has brought to us that they're funding. They've asked us to do a maximum match amount of \$300,000 in '19 and '20 and we had considerable discussion about this as they were here with us and our City Engineer to go over the project. I believe there were differing opinions from the Commission whether we continue to build this into the 2019 Budget or not.

Commissioner Walters said my recommendation or suggestion last week was that we eliminate this project from our 2019 and 2020 Budget in its entirety. **Commissioner Murguia** said I support Commissioner Walters. I don't travel that road much, but it is his district and I will tell you the design—I don't like the design either. It looks like an oblong roundabout. As Commissioner Kane has said, I'm not a fan of roundabouts in roads. **Commissioner Johnson** said I support Commissioner Walters. **Commissioner Kane** said since it's both of our districts, I support Commissioner Walters.

Mayor Alvey said I'm going to suggest there are four who are not in agreement, at least four, so I don't see strong consensus to move forward. **Commissioner Philbrook** said although I would like to see it and I know it's not my district, I will just say that.

Mayor Alvey said I would suggest that—I think some of the concerns that Commissioner Walters raises seems to me a lot of it comes down to what the affect it will have on economic development and what the ultimate development of this stretch of highway will be that it's trying to turn into a superhighway and with our other options in play that were not brought to us by KDOT. Those are, I think, significant concerns and perhaps this coming year we can get more information on this and then bring this back up next year. **Commissioner Kane** said when they do it I think they

should sit down with us and fully explain what's going on. I'm not an engineer, fully explain what's going on, and say alright this, this and that; here's your options. When we talked about that before this was the superhighway. This was going to be all this and the bag of chips. Cindy Cash was the one that ran it and that was from one extreme to another. I think it would be better served if we knew more about the project than we know now. **Mayor Alvey** said and so it's decided.

Mr. Bach said so, this will remain in the budget as it currently is. **Commissioner Walters** said no. **Mr. Bach** said we're removing it. **Mayor Alvey** said no, he's asking to remove it. **Mr. Bach** said okay.

Mr. Bach said the first item I will say I don't know that I really have to show anything because it is in the budget that way. I've recommended it at the \$27.5M level. It's just our sources of revenue that I'm working with. The second item, we will need to show those as a deduct.

PROCEDURE CHANGE

RIGHT OF WAY (ROW) MOWING

- REDIRECT PROCEDURE TO MOW AND BILL PROPERTY OWNERS

- 1) SHIFT RESOURCES, TEMPORARILY, TO MOW ROW ON PRIVATE PROPERTY ACCORDING TO THE FOLLOWING CRITERIA:
 - A. CREATING A HAZARD TO MOTORISTS, PEDESTRIANS OR BICYCLISTS- FOR EXAMPLE, VEGETATION GROWING INTO THE DRIVING PATH OR OVER A TRAIL OR SIDEWALK; OR CREATES A SITE-DISTANCE HAZARD FOR MOTORISTS
 - B. VEGETATION CREATING AN OBSTACLE FOR PEDESTRIANS NEAR SCHOOLS
 - C. SPECIAL CONSIDERATION TO MAJOR ARTERIAL ROADWAYS (STATE AVE., PARALLEL PKWY., LEAVENWORTH RD., K-32, METROPOLITAN AVE.)
- 2) RECORD EXPENSES ASSOCIATED WITH EACH PROPERTY
- 3) FOLLOW UP THIS EFFORT WITH ANOTHER 'FRIENDLY' REMINDER THAT PROPERTY OWNERS ARE RESPONSIBLE FOR MOWING THEIR PROPERTY WITHIN ROW, AND INCLUDE THAT IF THE UG HAS TO MOW AGAIN, THE UG WILL BILL THEM AND POSSIBLY PLACE A LIEN ON THE PROPERTY

Mr. Bach said these are procedural changes, not ones I feel that we need to do, but it was brought up that we needed to look at how we were mowing our right-of-way. Last year we brought forward a policy to stop mowing in the right-of-way and make the homeowners that own that property mow their own property, but we've had some concerns with that. I know it was brought forward that's something we probably need to look at. I've asked Mr. Fisher to go back through this and he has

developed some procedural changes I think that can put us back into mowing some of the right-of-way where it's needed. I will ask Jeff to step through these.

Jeff Fisher, Executive Director of Public Works, said we anticipated that we would run into these sorts of things. My past experience, we did as well. We are prepared to shift resources in a limited way and we have kind of highlighted some criteria here for staff. We will have to work with Codes as well through this just to make sure we're not going to mow anything that's going to be abated in two days or something like that.

Essentially, what we will do is we will identify or monitor roadways as we have been and segments of road or corridors or areas that are creating a hazard to motorists, pedestrians, and bicyclists or creating obstacles for pedestrians around the school areas, we would mow. Then, also special consideration for those primary arterial, those major arterial roadways, like you see there at State Ave., Parallel, etc. We can do that and respond very quickly, but again, we will work in kind of a seamless collaboration with Codes to make sure we're not conflicting or being redundant in any way.

We thought we could do this pretty quickly, get on top of things, follow-up with those property owners in another friendly letter to remind them that is their responsibility and then if we have to do it again, then we could bill them.

Commissioner Markley said I have just one question and I should have picked up on this in earlier discussions, but you mentioned your past experiences with making this transition. I'm just curious, I'm assuming that at some point you felt like you made a semi-successful transition, or you wouldn't be going through that here so I'm curious. If you could kind of outlined what happened in your previous experiences and did you eventually get to a happier place? **Mr. Fisher** said we did. It was smaller scale. It only took us one year of this kind of pain points to get through that and the second year we hardly had anything. Obviously, we're 2,400 lane miles here in Wyandotte County so it's probably going to take two or three years to get through this. I think it's worth reminding, and especially for the public, the drivers behind this is street maintenance. We have some work to do and the past two citizen surveys said they wanted more emphasis on street maintenance and mowing right-of-way is not street maintenance. We have 70 FTE's on 2,400 lane miles. Like we saw last week in the presentation compared to some other agencies in the

area, Overland Park is 77, to give you an example, and so if we're going to increase our 56 PCI to 70 or something that's more acceptable, I think these are things we need to do.

Mr. Bach said last year we implemented this change. We didn't have a budget reduction. We just had a redirection of staff resources as Jeff said. In order to go back on components of it, not seeking additional money, he will just be redirecting some of the people he's put on some street maintenance work back to do this right-of-way maintenance work to do it. We will be sharing that as we move through the process. There is no financial change.

Commissioner Bynum said could I just ask that once mowing season is over, whenever that is, maybe you could bring Standing Committee a report on how this went and any further adjustments that you might make to the program for next year for even a smoother transition. I think that would be helpful.

Commissioner Philbrook said I would also like to add, how can the commissioners help in furthering the information and getting it out to folks so they understand what this really means. I'm constantly talking to everybody and telling them they have responsibilities, but there are also issues too where they can't deal with them. We will be working together. **Mr. Fisher** said I might add I was talking with staff earlier and in some areas like on the major arterials where the UG was mowing that right-of-way or some of that, it was obviously very frequent, but some of these more rural areas like we spoke of today, I don't think the expectation is that they mow it every month or every two weeks. We were only mowing some of those areas twice a year and it was acceptable. I think the inspectors are doing a good job, they understand that.

FUTURE DISCUSSION

- WESTERN FIRE STATION MONTHLY REPORTS TO STANDING COMMITTEE
- STATE EMPLOYEE TO DO STATE-WIDE ECONOMIC OVERVIEW
- ECONOMIC DEVELOPMENT AND PLANNING PROJECT AREA STRATEGIC PLANNING
- LIVEABLE NEIGHBORHOODS STAFFING

Mr. Bach said these are ones that I believe the commissioners had future expectations. The first one, I'm quite clear on where we are with this one and that is the Western Fire Station that we will provide monthly reports to the Standing Committee regarding this work.

There was a comment made, or a couple of them, for a State employee to come to do the Statewide Economic Overview. Is that an expectation that they would come back to the full Commission at a full Commission meeting? I just want to make sure that was something you want us to do. **Mayor Alvey** asked is this an economic forecast for the State or revenues. **Commissioner Burroughs** said, Mayor, I had requested that we have an opportunity here, the impact and the economic opportunities are happening all across Kansas. Some of the challenges we face as a State and how it may filter down to what we do moving our budget forward and some of the projects we see. We've had a tremendous discussion over the last six weeks in reference to this budget and I think there is some fiscal impact that the economy and the report from the State may have on our budget. I just recommended that—suggested that we have an individual come in and give an overview. I leave it fully up to the Commission. If you care not to have the presentation at a full Commission meeting but would just soon have it in a small subcommittee meeting, just let me know. I will work with Kathleen and we will see if we can get arranged, but I found it very interesting and I found it pertinent to the discussion we're having this evening. **Commissioner Philbrook** said I would like to hear it too. **Mayor Alvey** said there you are. **Mr. Bach** said we will look at that for a Special Session. **Mayor Alvey** said that will work.

Mr. Bach said the next one I think targets towards our fall retreat and that would be that we're looking at Economic Development and Planning Project Area Strategic Planning. I think that falls into what we would do during the fall retreat if I'm reading that correctly.

I think we had the same discussion about Livable Neighborhood staffing. That needed to be considered in coordination with other priorities for staffing and where we might want to put our emphasis and we would talk about that again as we look about those areas during the retreat time.



Mayor Alvey said I will entertain a motion to go into Executive Session to discuss matters related to Employer/Employee Negotiations. (Executive Session 7:05 p.m. in 9th floor conference room)

Commissioner Markley made a motion, seconded by Commissioner Bynum, to go into Executive Session until 8:15 p.m. to discuss confidential matters regarding the status and future direction of Labor Negotiations all as justified under the employer/employee negotiations exception in the Kansas Open Meetings Act; and that staff designated by the County Administrator be present to participate in the discussion and that we reconvene in open session at 8:15 p.m. here in the 5th floor conference room. Motion carried.

Present for the Executive Session: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; McKiernan, Commissioner Second District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commission Sixth

District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eight District; and Mayor Alvey, Mayor/CEO presiding. **Staff present:** Doug Bach, County Administrator; Ken Moore, Chief Legal Counsel; Joe Connor and Melissa Sieben, Assistant County Administrator's; Maureen Mahoney, Chief of Staff in Mayor's Office.

The executive session concluded at 7:42 p.m. and the Commission reconvened into Special Session in the 5th floor conference room.

Mayor Alvey said this the continuation of the Budget Workshop. I will turn it over to Administrator Bach.

Department/Expenditures:	Fund	COUNTY GENERAL FUND		CITY GENERAL FUND		BOND & INTEREST		
		2018	2019	2018	2019	2018	2019	2020
DA Conviction Integrity Unit	General							
Equipment		7,500						
Staffing		38,750	155,000					
AG/SVV Case	General	(150,000)	(150,000)					
SSMID	General				25,000			
Building Security	General	100,000		100,000				
Juvenile Center Increase	General							
Memorial Hall Parking Lot	Tourism & Conv.	450,000						
Transient Reserves	Tourism & Conv.	(450,000)						
* Transfer from Operations to Cash Fund Project	General	1,000,000						
* Transfer from Operations to Debt	General	(1,000,000)						
K7 & Parallel	City Debt						(300,000)	(300,000)
Contingency Reserves	General	3,750	(5,000)	(100,000)	(25,000)			
TOTALS							(300,000)	(300,000)
* only transfer if needed								

Doug Bach, County Administrator, said you have before you a yellow sheet that we've gone and did a reconciliation. I apologize, they're trying to get it up on the screen so anyone watching on TV will be able to see it and, hopefully, we will get it up there before we complete, but that's not a reason we need to spend extra time on it.

We've gone through and just broke this out. You'll note on the top left where I have put the DA Conviction Integrity Unit in there and we built-in the money into 2018. If you come across the top you have the department where we're spending the money. Then I have the County General Fund, City General Fund, and then the Bond & Interest accounts which are the areas that are impacted by this.

Reconciling it, trying to get it down so we have totals being a zero impact on what is the proposed budget with the only exception being over under the Bond & Interest where we will be reducing that amount by \$300,00 in the 2019 Budget and 2020, the 2019 is what you're adopting

today. Then by each category to show how it's done, if I look at the 2018 Budget, you see where we built-in the \$7,500 for equipment and then \$38,750 for staffing for the DA for 2018, that's fourth quarter. We reduced \$150,000 out of the Schlitterbahn case and I'm going to stay in 2018 and then we've added \$100,000 for Building Security. There is kind of your net increases and deductions if you go down to Contingency Reserves so there's about a \$3,750 difference in that point and that's how that's balancing out. We're actually adding \$3,750 to our Reserves this year in the County General Fund.

Now, I will go through the rest of that. Under the Juvenile Center Increase, this just shows that if we were to take \$450,000 and I put it to the Memorial Hall Parking Lot, I would be removing that from the Transient Reserve Account and then if we needed that other million dollars from Transfer Operations to Cash Fund Projects, then we deduct the amount from the Operations Debt. Then, there is also the asterisk by that to show that we're—only if needed. We won't make that transfer. We will leave it in there if needed.

As we go to 2019, the County General Fund 2018 had the most detail in it so it's more complex to get through. In 2019 we built this to the AG case, so we've added \$155,000 in the DA Conviction Integrity Unit and we've reduced \$150,000 from the Schlitterbahn case money meaning that we're \$5,000 difference. What I've done there since it's just a mild difference is I've reduced our Reserves by \$5,000. Essentially, in the County Budget we've added \$3,700 this year and reducing by \$5,000 so we're pretty much at a wash on the County Budget for these transactions.

In the City General Fund, the add-on here was for the SSMID and the Building Security so you can see I took Building Security and I divided it between the City and the County and probably most of that's going on the County side, but I think that's an equal division of how we'll do that going in this year.

To pay for part of it from the City I didn't really have a counter balance to that though we did have \$350,000 in our Contingency Reserves this year and we're into August almost and I have that \$350,000 still laid out and I have to say what's a better place to use Contingency Reserves than going after Building Security for something that's in relation to what was a very catastrophic incident and we need to make changes to that now. That's really what that kind of money is for.

Then, 2019 the SSMID, \$25,000 and I just made the offset against the Contingency Reserves there as well. Those two there I would normally have a plus back to it to make it work

but I think taking it from the Contingency Reserves makes that work, so it keeps our bottom line the same. Then in Bond & Interest you see where we've deducted the \$300,000 and then that's a net \$300,000 that comes back off there so actually the amount of debt in the City Debt for 2019 will be \$13.2M as opposed we well over 16 last year when we completed this process with our goal being to stay below 15, so it's a good number for us.

This is all in keeping with the 2-mill reduction as is proposed in the budget. If you adopt this sheet, you adopt this proposed budget with this sheet attached our amendment to it as Amendment A or however we want to classify it, that will incorporate all those changes as we move forward on Thursday evening.

Commissioner Burroughs said, Doug, I appreciate the staff's expediency in putting this forward. I have a couple of questions just for my own personal information. The DA Conviction Integrity Unit that you put \$155,000 into I thought during our discussion we were going to put that into an account that wouldn't go forward unless it was absolutely needed or approved. We call that no spending authority. We just put it into an account on the State side. I was just curious if we're still going to do that.

The SSMID portion, the \$25,000, was that going to take the mill to 11.026 on whatever it was we saw? Okay, that takes that to that. That ought to be mentioned down here so we can see that and then the next point, if I may, the Building Security you divided it up between the County and General Fund, but yet the 3/8th cent sales tax does provide additional monies for the City and its firefighters and police officers, but it doesn't provide anything for the County's portion. I might suggest that we look at putting a little more of the \$100,000 out of the County budget into the Sheriff's Office and the Court System to be a little more fair.

The City already has its portion coming in. It's just a point of discussion. I think the County side needs to be addressed a little bit more. We have \$10M a year coming in divided in nearly a third, third, and a third, but yet we don't have any money coming into the County for the Sheriff's Department. I guess my comment would be I would like to see a little more coming out of the County side on that \$200,000 versus 100 and 100 divided between the City and the County. **Mr. Bach** said okay, good points. I think we do need to clarify on the yellow sheet for the document that we would put forth to you on Thursday that this is a special department fund or

whatever for the DA's Office, so I would like for you to come up with a name for that, how we will classify that for this.

We need to add the SSMID mill rate because while you would be approving the recommended mill rate that came with the proposed budget, we didn't take that necessary action. You approved a maximum mill rate, so we do need to put the SSMID mill rate at 11.0 so we need to add that to the yellow sheet so that's clear on here. That's an excellent point.

You know Building Security, you're wanting to put more of the expense on the County side? **Commissioner Burroughs** said if I may. It just seems to me that if we have the 3/8th cents sales tax moving forward, 100% of that money goes to Fire, Police and Infrastructure and I had asked the Sheriff when we had him present how much of that money was shared with him, with his department, and he said none. Yet we're still taking a \$100,000 out of the City when we have \$10M coming into the City for the Police Department which I'm sure is in need of additional security, but they will have the monies to move forward with that. The additional \$100,000 to Building Security for the County, I've got memos from the Judges in reference to court security. I don't know what the security aspect is, but I just as soon see the County portion of that \$200,000 be a large amount out of the County budget versus the City. The City can make that up with their sales tax. I just think it's a more transparent movement and it sends a commitment to the Sheriff's Department that we are partners in providing security not only for your officers, but for the court supported staff and I think it sends a strong message, just my opinion.

Mr. Bach said I would only offer from the perspective as I try to divide out assuming we would be spending more on County buildings, we most likely—most of this expense will be on those of County though I serve both City and County employees, so that's my justification to bill some of it back against the City. Also, I may have City prisoners over there, so I feel like there is a justification to bill this against the City even though I'm probably going to be doing most of this work on the County side of the operations right now. The point is noted. The main focus to what we are trying to do right now is in the County buildings and I don't think I'm going to be inhibited by where I take this expense from in working through this as I work through my general Building Security. I will be going with the recommendations of the Sheriff and the Chief as we try to enhance this.

When we bring this back, it will be a different color sheet, blue sheet/yellow sheet, this is the yellow sheet, so the yellow sheet will become a blue sheet which is our amendments to the

Commission agenda. It will still be yellow, but it will be attached under a blue sheet cover. We will make these modifications that Commissioner Burroughs so elegantly pointed out we need to cover how the special unit will be classified in the SSMID rate and then it will be like this unless there is something else that we've missed.

BUDGET APPROVAL RESOLUTIONS AND ORDINANCES

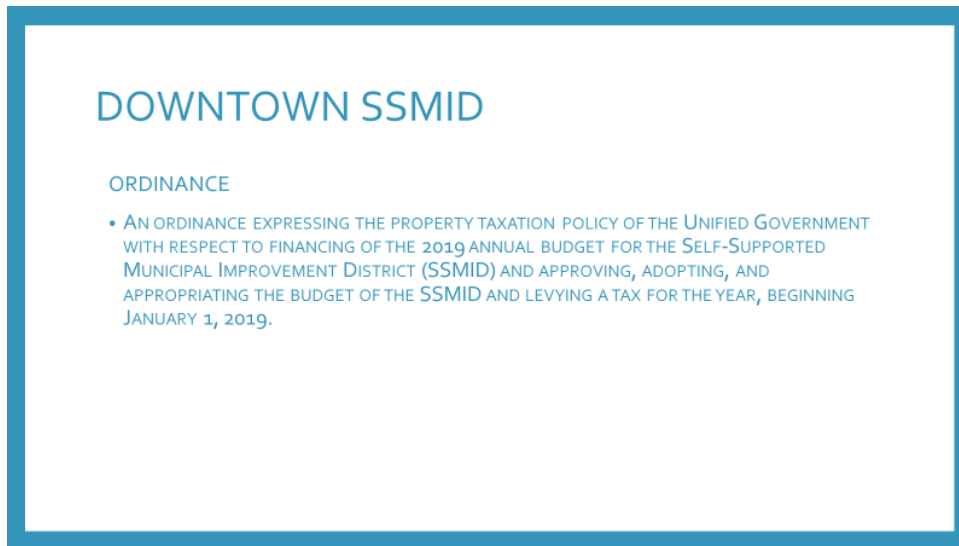
The only other thing we had I wanted to quickly run through what approvals you will be doing on Thursday night and this will take a couple of minutes, but I think it also helps it, especially for those of you who may not have seen these. We have several approval actions that happen on Thursday evening and it's a series of approvals of resolutions or ordinances that you will be going through.

LIBRARY BOARD TAX RATE

RESOLUTION

- A RESOLUTION EXPRESSING THE PROPERTY TAXATION POLICY OF THE UNIFIED GOVERNMENT WITH RESPECT TO FINANCING OF THE 2019 ANNUAL BUDGET FOR THE WYANDOTTE COUNTY LIBRARY; APPROVING AND ADOPTING THE 2019 BUDGET OF THE WYANDOTTE COUNTY LIBRARY; LEVYING A TAX FOR THE LIBRARY TO FUND THE BUDGET SET BY THE WYANDOTTE COUNTY LIBRARY BOARD WITHIN THE WYANDOTTE COUNTY LIBRARY DISTRICT (PIPER, EDWARDSVILLE, AND TURNER); AND APPROPRIATING THE FUNDS ON THE BEHALF OF THE WYANDOTTE COUNTY LIBRARY.

First is the Library Board Tax rate. It's one of those that you don't really have a lot—they submit to you. It's our requirement to go through and approve the mill rate they put in place so we have to adopt that and move it forward. That's the first resolution you will see. Last year I know we spent a lot of time on this.



The Downtown SSMID; this will be incorporating—we will need to call this out so we make sure we incorporate the rate and it might make sense to do it within the body of—we will still have to do an attachment because this is already attached. **Kathleen VonAchen, Chief Financial Officer**, said it's in the ordinance. **Mr. Bach** said that 11.02? **Ms. VonAchen** said yes. **Mr. Bach** said okay so it's called out at that rate in the ordinance, so it will not need to be on the yellow sheet. It's called out in the ordinance that went out in your packets today at the 11.02. **Ms. VonAchen** said yes, 11.025700.

SEWER SERVICE RATE

ORDINANCE

- AN ORDINANCE ADOPTING A REGULATION ESTABLISHING THE RATE FOR SEWER SERVICE CHARGES EFFECTIVE JANUARY 1, 2019.

Mr. Bach said the Water Pollution Control Sewer Service rate; this is the one I built-in at the 5% rate increase on January 1 and so that's how this ordinance will be put forth.

BPU PILOT RATE

RESOLUTION

- A RESOLUTION SETTING THE PERCENTAGE OF GROSS REVENUES TO BE SET OVER BY THE BOARD OF PUBLIC UTILITIES TO THE UNIFIED GOVERNMENT FOR 2019 (THE PILOT).

The BPU PILOT rate, that keeps that rate constant to what it has been previously. That's how the budget is built.

THE ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT

RESOLUTION

- A RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF THE 2018 ANNUAL ACTION PLAN (CDBG) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WHICH INCLUDES THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, THE HOME INVESTMENT PARTNERSHIP PROGRAM, AND THE EMERGENCY SOLUTIONS GRANT PROGRAM ALONG WITH THE CERTIFICATIONS FOR ENTITLEMENT GRANTEES BY THE CITY OF KANSAS CITY, KANSAS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO IMPLEMENT THE 2018-2019 ANNUAL ACTION PLAN UPON APPROVAL.

The Annual Action Plan for Community Development Block Grant as Ms. Miller presented tonight, that budget is built within our budget and the Action Plan we have for that.

AMENDED BUDGET AND 2019 ANNUAL BUDGET

RESOLUTION AND ORDINANCE

- A RESOLUTION AND ORDINANCE APPROVING, ADOPTING, AND APPROPRIATING THE OPERATING AND CAPITAL MAINTENANCE IMPROVEMENT PROJECT BUDGETS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS SUBMITTED AND AMENDED BY ATTACHMENT A, FOR THE FISCAL YEARS BEGINNING JANUARY 1, 2018 AND THE FISCAL YEAR BEGINNING JANUARY 1, 2019; APPROVING THE FIVE YEAR CAPITAL MAINTENANCE IMPROVEMENT PROGRAM FOR FISCAL YEARS 2018 THROUGH 2023.

The last item will be the 2019 Annual Budget as proposed and I will just note and then as amended by Attachment A which will be this yellow sheet, we will put A on the top of it and those will be the actions you will take Thursday night to finalize budget approval.

**MAYOR ALVEY ADJOURNED
THE MEETING AT 8:30 p.m.**

dt

Bridgette D. Cobbins
Unified Government Clerk

July 30, 2018



Suite 323
Kansas City, Kansas 66101-3070

Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 2, 2018

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

1. CONTRACTS:

Blue Nile Contractors, Inc., Wyandotte County Lake Water Main Phase II, Project ID #4425, \$420,208.00.

Comanche Construction, Inc, for the Bridge No. 66 Rehabilitation and Structure No. 220 Replacement, Project ID #2305, \$971,900.00.

Action: Received and filed.

2. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received August 1, 2018, for Project ID #S1701 – 2016/2017 ADA Ramps

Action: Received and filed. Copies previously forwarded to County Administrator, Public Works, Emma Scovil and Legislative Auditor.

3. COMMUNICATION:

Pam Kahao, Interim Accounting Manager, regarding a warrant cancellation:

Warrant #	Issue Date	Amount	Fund	Reason	Vendor	Reissue Date
840333	6/29/2018	\$318.59	791	Deceased	Boyd, Caroline & Mitchell, Curtis	8/3/2018
840453	6/29/2018	\$1,429.02	791	Deceased	Mitchell, Curtis	8/3/2018
842338	8/3/2018	\$1,872.96	110	Wrong Vendor	Cole-Parmer Instrument	8/3/2018

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION, DATED JULY 31, 2018:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Ryan S Bowles	Health	8/9/18	Medical Technologist
Brian K Huey	PW/WPC	7/26/18	General Maint Worker

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Gregg A Dorsett	Police	7/26/18	Master Sergeant	Master Sergeant
Vohn C Drew	PW/Street	7/26/18	Dispatcher II	Flare Tech II

Ivan C Lobato	PW/WPC	7/26/18	Construction Worker I	Plant Maint Worker
William L Storms II	Police	7/26/18	Police Sergeant	Police Sergeant

Section III - Separation

Name	Department/Division	Eff. Date	Job Title
Erik K Mitchell	Coroner	7/15/18	Deputy Coroner

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Justin M Folsom	Health	7/26/18	8/25/18

Section VII - Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Tyler L Blevins	PW/Engineering	6/28/18	Staff Engineer	Engineer/Project Mgr I
Kristofer S Finger	WPC	6/28/18	Project Engineer	Engineer/Project Mgr II
Alekhyia Kodumuri	PW/Engineering	6/28/18	Staff Engineer	Engineer/Project Mgr I
Lideana J Laboy-Rodriguez	PW/Traffic	6/28/18	Engineer Supervisor	Lead Engineer/Project Mgr
Martin M Ntonjira	Urban Planning	6/28/18	Project Engineer	Engineer/Project Mgr I
Sarah D White	PW/Engineering	6/28/18	Project Engineer	Engineer/Project Mgr II
Vacant	Urban Planning	6/28/18	Project Engineer	Engineer/Project Mgr I
Vacant	Urban Planning	6/28/18	Program Supervisor	Engineer/Project Mgr I
Vacant	Urban Planning	6/28/18	Planning Technician	Planner

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Alyssa Dessert	Police	ACD code change effective 7/19/18
Crystal Doran	Health	ACD code change effective 7/12/18
Hayden Erickson	Police	ACD code change effective 7/19/18
Calvin Fortune III	Police	ACD code change effective 7/19/18
Dylan Gray	Police	ACD code change effective 7/19/18
David W Hartman	PW/Museum	Out of class pay effective 7/26/18
Jeremiah Herr	Police	ACD code change effective 7/19/18
Frank Kuzmic III	Police	ACD code change effective 7/19/18
Declan Lowney	Police	ACD code change effective 7/19/18
Kyle McCullough	Police	ACD code change effective 7/19/18
Sarah Panjada	Police	ACD code change effective 7/19/18
Charlotte Square	Health	ACD code change effective 7/12/18

Jason Vaughn	Police	ACD code change effective 7/19/18
Tommy Wilson	Police	ACD code change effective 7/19/18

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 2, 2018:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Darrell L Smith	DA's Office	8/9/18	Deputy DA

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Janice L Scott	PW/Street	8/9/18	Prog Coordinator	Prog Coordinator

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Tyler L Blevins	PW/WPC	7/26/18	Eng/Proj Mgr I
Michael D Burns	Sheriff/Juv	7/26/18	Juv Care Worker I
Rakel K Hooser	Reg of Deeds	8/10/18	Prog Specialist

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Justin M Folsom	Health	7/26/18	8/25/18

Section VII - Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Vanessa D Carvin	Police	8/9/18	Prog Tech I Equipment	Admin Supt Supervisor
Vacant	PW/Street	7/26/18	Operator I	Prog Coordinator

Action: Received and filed. Copy previously forwarded to Payroll.

6. CLAIMS FOR DAMAGES:

Alberto Acosta, 229 S. 9th St., KCK, through Michael L. Hodges, Hodges Law Firm, Chtd., Attorney, 13420 Santa Fe Trail Drive, Lenexa KS, alleging property damage when employees dropped a telephone pole and broke a sewer main causing sewage backup on their property.

Jesse Counce, 710 N. 7th St., KCK, alleging his radio was damaged while in the care of the property room in the Wyandotte County Jail.

Rhonda Johnson, 18227 174 St., Basehor, KS, alleging a tax summons was delivered twice to the wrong address advising tenants to vacate the property causing the loss of good tenants and finance for the time they left until she gets new tenants.

Juan M. Medrano, 1419 S. 25th St., KCK, alleging basement flooded causing damages from sewer backing up after it rained.

Quintin Trotter, 430 N. 18th St., Apt 201, KCK, alleging he was on the city bus when the bus was hit by a police officer.

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

7. NOTICE OF HEARING:

Unified Government vs. Shirleeta Adams, et al, Case No. 2018PT2COA265.

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

8. TRAVEL REQUESTS:

Kelli Bailiff, Sheriff/Operations, travel to Quebec, Canada, July 19 – 27, 2018, to attend the FBINAA National Conference, Sheriff Admin Training.

James Bauer, Violetta Hrgota and Brittanie Pruitt, Kansas City Kansas Police Department, travel to Topeka, KS, July 30 – August 3, 2018, to attend Trilogy Training/FBI-LEEDA, Employee Training & Travel.

Dustin Dugan, Police/Services/Investigations, travel to Lawrence, KS, September 23 – 28, 2018, to attend LEEDS, Employee Training & Travel.

Joseph Grasela and Pamela Waldeck, Police/Chief's Office/Internal Affairs, travel to San Diego, CA, November 12 – 15, 2018, to attend the IAPro, Employee Training & Travel.

Sara Janeczko and Kalven Thorne Police Department/Internal Affairs, travel to Plano, TX, November 4 – 9, 2018, to attend the Internal Affairs Professional Standards & Ethics, Employee Training & Travel.

Linda Melton, Mayor's Office, travel to Kansas City, MO, July 18 – 19, 2018, to attend the Grant Management Class, Employee Training & Travel.

Jennifer Schmitendorf, Community Development, travel to Norfolk, VA, August 7 – 10, 2018, to attend the Community Development Block Grant Basics: Training for Practitioners, CDBG, 100% Grant Funded.

Melissa Sieben, County Administrator's Office, travel to Baltimore, MD, September 22 – 26, 2018, to attend the ICMA Annual Conference, Employee Training and Travel.

Carl Webb, Police Department/SOU, travel to Milwaukee, WI, September 16 – 21, 2018, to attend NTOA Conference, Employee Training & Travel.

Matthew Zayas, County Administrator's Office, travel to Baltimore, MD, September 21 – 26, 2018, to attend the ICMA Annual Conference, Employee Training and Travel.

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

9. APPLICATIONS FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Dad's Hole in the Wall/Vickie A. Lowe DBA Dad's Hole in the Wall, 1111 N. 50th Terr.
RL Kansas LLC/Rick Rehorn DBA Red Lobster, 10700 Parallel Pkwy.
Reich's Club/Lester L. Lawson DBA Reich's Club, 3405 Strong Ave.
Richard & Mary Thurber DBA KC Bowl, Inc., 8201 State Ave.

Action: Referred to License.

10. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

American Homeland Security/Tambra Thornhill DBA American Homeland Security, P.O. Box 1976, Independence, MO
Command Security Services Inc./Stephen McGiffert DBA Command Security Services, 9201 Ward Parkway Ste. 305, KCMO

Action: Referred to License.



Suite 323
Kansas City, Kansas 66101-3070

Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 9, 2018

Re: Weekly Business Material

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

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

mbb

Attachment

1. BPU REPORT:

Board of Public Utilities of Kansas City, KS 2018 Second Quarter Unaudited Financial Statement Reports for the period ending June 30, 2018.

Action: Received and filed.

2. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received August 8, 2018, for B#28593–Hutton Road, Phase 2, Cleveland Ave. to Leavenworth Road, Project No. 1215.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor and Public Works.

3. COMMUNICATION:

Pam Kahao, Interim Accounting Manager, regarding warrant cancellations:

<u>Warrant #</u>	<u>Issue Date</u>	<u>Amount</u>	<u>Fund</u>	<u>Reason</u>	<u>Vendor</u>	<u>Reissue Date</u>
836656	4/27/2018	\$ 29.99	790	Stale Dated	Luna Acosta, Roberto	8/10/2018
		\$ 10.00	110			
842534	8/3/2018	\$ 420.00	750	Wrong Vendor	Arnold Scott Harris	8/10/2018
841791	7/27/2018	\$ 406.30	790	Deceased	Bardwell, Joseph	8/10/2018

Action: Received and filed.

4. PERSONNEL ACTION COMMUNICATION DATED AUGUST 7, 2018:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Genaro Cruz	Parks/Rec	8/9/18	Seasonal Laborer
Erin E Davis	Finance/Treasury	8/9/18	Fiscal Supt Assistant
Matthew B Davis	Parks/Rec	8/9/18	Seasonal Laborer

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Alejandra Corona	Health/WIC	8/9/18	Admin Supt Asst	Program Specialist
Paul M Grado	PW/WPC	7/26/18	Construction Worker II	Construction Worker III
Mike N Her	Fire	7/26/18	Fire Property Officer	Fire Inspector III
Mayra Koenig	Appraiser	8/9/18	Appraiser	Admin Coordinator

Robert F Rome	Sheriff/Admin	8/2/18	Sergeant	Sergeant
Monica L Sparks	Clerk's Office	8/23/18	Admin Supt Specialist	Admin Coordinator
Jeremy B Walker	Sheriff/Detention	8/2/18	Sergeant	Sergeant

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION DATED AUGUST 9, 2018:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Jeffrey J Conway	Legal	8/9/18	Attorney I

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Roger A Guess	Parks/Rec	8/9/18	Groundskeeper I	Groundskeeper II

Section III - Separation

Name	Department/Division	Eff. Date	Job Title
Jamie A Hickey	Urban Planning	8/16/18	Planner

Section VII - Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Kyle S Rees	Fire	5/24/18	Firefighter V	Firefighter/MICT III
Vacant	Public Works	7/26/18	Program Coordinator	Fiscal Officer

Action: Received and filed. Copy previously forwarded to Payroll.

6. KANSAS TORT CLAIM:

Michael Pruitt, 5013 Alma, through attorney John Ivan, U.S. Bank, 8600 Suite 308, Shawnee Mission Parkway, Shawnee Mission, KS, alleging wrongful towing of his vehicle.

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

7. TRAVEL REQUESTS:

Donald Ash, Jeffrey Fewell and Sara Toms, Sheriff's Dept., travel to Oklahoma City, OK, October 13 – 14, 2018, to attend the Correctional Officer Medal of Honor Ceremony, Employee Training/Travel.

Donald Ash, Shardale Brown, Chad Erwin, David Thaxton and David Toland, Sheriff's Dept., travel to Dodge City, KS, November 5 – 9, 2018, to attend the Kansas Sheriff's Assn. Annual Conference, Employee Training/Travel.

Keona Ballard, Sheriff's-Detention, travel to Overland Park, KS, August 22 – December 19, 2018, to attend the Emerging Leadership Academy, SCAAP.

Emerick Cross, County Administrator's Office, travel to Mid-America Regional Council, KCMO, August 21, 2018, to attend the Active Listening and Better Communication Course, Employee Training/Travel.

Dwayne Donato, Narcotics, travel to Denver, CO, August 19 – 24, 2018, to attend the Advanced Undercover Techniques and Survival Conference, Employee Training/Travel.

Ryan Fincher and Amber Thomas Hickerson, Police, travel to Washington, DC, August 27 – September 1, 2018, to attend the Task Force Officer Orientation Training, no costs.

Jonathan Gutierrez, Public Works/Water Pollution Control/Environmental Compliance, travel to Denver, CO, October 16 – 18, 2018, to attend the CWACS Local Limits Training for Local Governments, WPC/Sewer Fund.

Ruth Jones, Aging Dept., travel to Wichita, KS, August 8 – 10, 2018, to attend the K4A-D Directors Annual Retreat, Aging-ADRC.

Juliann Van Liew, Health Department/Health Improvement Planning Division, travel to Atlanta, GA, August 20 – 23, 2018, to attend the Public Health Informatics Conference, KALHD.

Stephanie Moore, Economic Development, travel to Oklahoma City, OK, September 26 – 28, 2018, to attend Oklahoma Brownfields Conference, Brownsfields Training Grant.

Chad Wiggans, Public Works/Engineering, travel to Kansas City, MO, August 26 – 29, 2018, to attend the APWA Public Works Expo, General Fund.

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

8. CERTIFICATES OF INSURANCE:

Garda World Security Corporation/Garda USA Inc.
Norred & Associates, Inc.
Securitas Holdings, Inc.
Special Response Corporation/Martin Norman
Titan Protection & Consulting, Inc.

Action: Referred to License.

9. BUSINESS BONDS:

Electrical Contractor's Bonds:

All Spark Electric, LLC
Gregory Oppold DBA Eco Electric
James Repshire
JBJ Electric, LLC
Lynn Electric and Communications, Inc.
Steven Phillips
Young Sign Company

HVAC Contractor's Bonds:

1st Priority Heating & Cooling, LLC
Michael's Heating & Cooling, LLC

Second Hand and Junk Dealers Bond:

Jeff Pearson DBA Pearson Restorations

Mechanical/HVAC Contractor's Bond:

Home Comfort Heating and Cooling

Plumber's Bonds:

AA Drain Medic, Inc.
Gerald and Sarah Wheeler DBA GRT Plumbing

Sign Contractor's Bond:

Juan E. Cruz DBA Click Signs

Action: Referred to License.

10. CANCELLATION NOTICES:

Electrical Contractor's Bond:

John G. Miller DBA TNT Electric

Mechanical Contractor's Bond:

Comfort Engineering, LLC

Action: Referred to License.

11. CONTINUATION OF CERTIFICATES:

Electrical Contractor's Bonds:

A&A Electrical Inc.
By Electric
J. Warren Company, Inc.

Mechanical Contractor's Bond:

Besel Roofing & Heating Inc./Randy Kenton Mch. Contr.
Town & Country Heating and Air Conditioning Company, LLC

Plumber's Bond:

Alejandro Torres DBA Alex's Plumbing
Besel Roofing & Heating Inc./Brett Peters Master Pl.
Farr Mechanical, LLC

Sign Installation & Service Contractors Bond:

Roderick Advertising Co., Inc.

Action: Referred to License.

12. RIDERS TO BONDS:

Electrical Contractor's Bonds:

KC Wireman, Inc.
James Repshire DBA J R Electric

Action: Referred to License.

13. APPLICATION FOR PRIVATE CLUB CLASS B:

Bill's 32 West/Christina Singleterry DBA Bill's 32 West, 1934 South 53rd

Action: Referred to License.

14. ADDITIONAL INSURED ENDORSEMENTS:

WyCo Unified Government is issued to Edward Pupuseria & Taquer (2)

Action: Referred to License.



Suite 323
Kansas City, Kansas 66101-3070

Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 16, 2018

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.

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Attachment

1. PUBLIC NOTICE:

Alandon Tow, 6224 Kansas Ave., held a public auto auction on August 7, 2018 at 10:00 a.m.

Action: Received and filed.

2. COMMUNICATIONS:

Pam Kahao, Interim Accounting Manager, regarding warrant cancellations:

Warrant #	Issue Date	Amount	Fund	Reason	Vendor	Reissue Date
840465	6/29/2018	\$53,878.88	791	Duplicate Payment	P&E KC, LLC	
834529	3/29/2018	\$515.00	160	Stale Dated	Rook, Joel	8/17/2018
840052	6/29/2018	\$15.67	160	Stale Dated	Pledger, Belinda	8/17/2018

Action: Received and filed.

3. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 14, 2018:

Section I - Appointment

Name	Department/Division	Eff. Date	Job Title
Brenda Ramos	Del Revenue	3/1/18	Admin Supt Specialist

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Sean M Cahill	Fire	8/2/18	Sr Fire Driver	Fire Captain
Jennifer R Stone	Fire	8/2/18	Sr Firefighter	Fire Driver
John E Vaughn	Fire	8/2/18	Sr Firefighter	Fire Driver

Section III - Separation

Name	Department/Division	Eff. Date	Job Title
Eva L Salas	Del Revenue	8/1/18	Admin Supt Specialist

Section V - Increases per Memorandum of

Understanding

Name	Department/Division	Eff. Date	Job Title
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Mario Babic	District Court	8/22/18	Records Clerk
Eileen G Bailey	Finance/Treasury	8/22/18	Fiscal Supt Asst
Stanley E Bartley	NRC	8/14/18	Bldg Inspector I
Juanita P Lopez	B&L	8/4/18	Caretaker
Mariana Luna	Finance/Treasury	8/22/18	Fiscal Supt Asst
Kristina L Mikesic	Finance/Treasury	4/26/18	Fiscal Supt Asst
Meghan M Peterson	Finance/Treasury	4/26/18	Fiscal Supt Specialist

Action: Received and filed. Copy previously forwarded to Payroll.

4. PERSONNEL ACTION COMMUNICATION, DATED AUGUST 16, 2018:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Alvin W Doty	DOTS/GIS	8/23/18	Info Systems Analyst
Jenna S Hillyer	Del Revenue	8/23/18	Manager

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Edward J Bain	Legal	8/23/18	ADA II	Attorney

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Bennie Bush Jr	Parking Control	8/10/18	School Crossing Guard
Jerry Lo	Fire	8/10/18	Firefighter V

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Jonathan N Hainje	Sheriff/Admin	9/27/18	Deputy
Jonathan D Strader	Sheriff/Detention	9/27/18	Deputy

Section VIII - Other Request

Name	Department/Division	Action Requested and Explanation
Brenda Ramos	Del Revenue	Amend PAC 8/14/18 to reflect change in effective date to 8/9/18

Action: Received and filed. Copy previously forwarded to Payroll.

5. CLAIM FOR DAMAGES:

Maria Cordoba, 1010 Hasbrook Ave., KCK, alleging damages to home caused by KCK police officers.

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

6. TRAVEL REQUESTS:

Mark Gambrill and Kevin Sullivan, KCKPD/Chief's Office/Training Academy, travel to Fayetteville, AR, November 4 – 7, 2018, to attend the Basic Designated Officer Training Course, Employee Training & Travel.

Rahnald Gorman, Department of Technical Services, travel to Orlando, FL, September 25 – 28, 2018, to attend Microsoft Ignite, Employee Training & Travel.

Mark Heath and David Shost, Fire/EMS, travel to Mulvane, KS, August 10, 2018, to attend the 2018 KEMSA Conference & Expo, Employee Training & Travel.

Wendy Medina, Police/CID/Victim Services Unit, travel to Wichita, KS, September 16 – 21, 2018, to attend the Kansas Academy for Victim Assistance, VOCA.

Rick Smith, Department of Technical Services, travel to Atlanta, GA, October 9 – 14, 2018, to attend the Accela Accelerate, Employee Training & Travel.

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

7. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Lounge 42/Kenneth Robinson DBA Lounge 42, 4220 Leavenworth Rd.

Action: Referred to License.

8. APPLICATION FOR PRIVATE CLUB CLASS A:

Quindaro Post 199 American Legion/Louis Torrez DBA Quindaro Post 199 American Legion,
7942 Leavenworth Rd.

Action: Referred to License.

9. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Clarence M. Kelley & Associates DBA Clarence M. Kelley & Associates, 6840 Silverheel St.,
Shawnee, KS

MVM, Inc./Michael Haynes DBA MVM, Inc., 44620 Guilford Dr. #150, Ashburn, VA.

Action: Referred to License.



Suite 323
Kansas City, Kansas 66101-3070

Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: August 23, 2018

Re: Weekly Business Material

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

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

mbb

Attachment

1. ELECTION ABSTRACT:

Abstract of votes casted in the Wyandotte County Primary Election August 7, 2018.

Action: Received and filed.

2. REPORT:

Financial Report for the Self-Supporting Municipal District/Downtown Improvement District (SSMID), for the month of July 2018.

Action: Received and filed.

3. PUBLIC NOTICE:

All City Tow Service, 1015 S. Bethany, listing vehicles sold at a public auto auction on August 9, 2018.

Action: Received and filed.

4. CONTRACT DOCUMENTS:

Comanche Construction, Inc. for Bridge No. 66 Rehabilitation and Structure No. 220 Replacement, Project No. 2305, \$971,900.

Action: Approved by County Administrator and received and filed.

5. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received August 22, 2018, for CMIP #6302 – Kaw Point Wastewater Treatment Plant Selective Repairs & Modifications.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor, and Public Works.

6. GRANT AGREEMENT:

A \$1,944 grant from the Wyandotte Health Foundation to the Wyandotte County Public Health Department to provide professional graphic design for the layout of the 2018 Community Health Improvement Plan (CHIP) and print copies.

Action: Received and filed.

7. COMMUNICATIONS:

Pam Kahao, Interim Accounting Manager, regarding warrant cancellations:

<u>Warrant #</u>	<u>Issue Date</u>	<u>Amount</u>	<u>Fund</u>	<u>Reason</u>	<u>Vendor</u>	<u>Reissue Date</u>
842921	8/10/2018	\$ 681.48	750	Garnishment Cancelled	Kansas Dept of Rev	8/24/2018
839908	6/22/2018	\$ 108.51	790	Stale Dated/Lost or Stolen	Karleskint, Elizabeth Dennise	8/24/2018
		\$ 5.00	160			
838713	6/1/2018	\$ 15.94	790	Stale Dated	Rhone, Esmond Joshua	8/24/2018
		\$ 12.50	160			
840749	7/6/2018	\$ 22.00	790	Stale Dated	Jefferson, Samuel	8/24/2018
843479	8/24/2018	\$ 500.00	160	Wrong Vendor	NAHRO	
841842	7/27/2018	\$ 45.00	172	Lost/Stolen	Sam's Club	

Action: Received and filed.

8. PERSONNEL ACTION COMMUNICATION DATED AUGUST 21, 2018:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Kathryn M Devlin	Legal	8/23/18	Attorney
Trenton L Ford	PW/WPC	8/23/18	General Maint Worker
Jesus M Galvan	PW/WPC	8/23/18	General Maint Worker
Catherine T Hanser	Comm Corr/Adult	8/23/18	ISO
Sharon Johnson	Parks/Rec	8/23/18	Program Aide

Section II-Transfer

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Tyrone T Weaver	Comm Corr/Juv	8/23/18	Program Aide	ISO

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Robert C Baumli	Police	8/29/18	Police Captain
Jose V Guerra	DA's Office	8/10/18	ADA II
Iris P Heriford	Sheriff/JIAC	8/7/18	Prog Specialist
Cordell D Holt	Parks/Rec	8/10/18	Summer Laborer
Tamara D Jordan	Sheriff/Juv	8/5/18	Juv Care Worker I
Zachary M Osbern	Comm Corr/Adult	8/20/18	ISO
Jason D Pittman	Police	8/31/18	Master Patrolman I

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Alayna R Hernandez	PW/WPC	9/8/18	Laboratory Tech Info Systems
Ronald D Ramsey	Police	8/23/18	Coordinator
Miranda N Schindel	Police	9/22/18	Animal Control Officer

Action: Received and filed. Copy previously forwarded to Payroll.

9. PERSONNEL ACTION COMMUNICATION DATED AUGUST 23, 2018:

Section VIII - Other Requests		
Name	Department/Division	Action Requested and Explanation
Dustin Dierenfeldt	Police	ACD code change effective 8/2/18
Dwayne Donato	Police	ACD code change effective 8/2/18
Sara Janeczko	Police	ACD code change effective 8/2/18
Tommy Lee	Police	ACD code change effective 8/2/18
Kalvin Thorne	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18
Vacant	Police	ACD code change effective 8/2/18

Action: Received and filed. Copy previously forwarded to Payroll.

10. CLAIMS FOR DAMAGES:

Andrew and Elizabeth Manivong, 9132 N. Flora Ave., KCMO, alleging damage to tire and rim due to pot hole.

Mike Dyer for Equity Trust Co. Custodian FBO, Michael L. Dyer IRA, 15860 S. Bradley Dr., Olathe KS, alleging damages to sewer drain.

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

11. NOTICES OF HEARING:

Unified Government vs. Eduardo Perro, Case No. 2018-PT-000002.

Unified Government vs. Nancy Elizondo, Case No. 2018-PT-000002.

Unified Government vs. Shirleeta Adams, et al, and Angelina Longdon, Case No. 2018-PT-000002.

Unified Government vs. Steven Hawthorne, Case No. 17-PT-2COA-395.

Unified Government vs. Darus Mebane, 2018-PT-000002. (Case No. 341-254)

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

12. SUMMONS:

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing vs. Cassandra L. McDaris, Unified Government of Wyandotte County, Kansas City, KS, Mortgage Electronic Registration Systems, Inc. as nominee for Homeservices Lending, LLC Series A, DBA Plaza Mortgage Services, Case 2018-CV-000652.

Action: Received and filed. Copy previously forwarded to Legal

13. TRAVEL REQUESTS:

Kathy Briney, Appraiser's Office, travel to Wichita, KS, November 14 – 16, to attend the Kansas Orion Conference 2018, Employee Training/Travel.

Alyssa Carodine, Healthy Communities Wyandotte, travel to Phoenix, AZ, August 20 – 22, 2018, to attend the VISTA Supervisor Orientation, CNCS.

Brianna Hanschu, District Attorney, travel to Dallas, TX, August 12 – 16, 2018, to attend the 30th Annual Crimes Against Children Conference, County General Fund.

Adriana Hernandez and Lindy Russell, DA's Office, travel to Anaheim, CA, August 28 – 31, 2018, to attend the National Sexual Assault Conference, Grant Fund.

Nancy Sanchez, Health/PHS/WIC, travel to Santa Fe, NM, October 23 – 26, 2018, to attend the NWA Quarterly Board Meeting, State funded-no local funds used.

J. Renee Ramirez, Human Resources, travel to Chicago, IL, October 28 – November 2, 2018, to attend the Harris/Cayenta Customer Training Conference, Employee Training/Travel.

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

14. CANCELLATION NOTICES:

Electrical Contractor's Bonds:

Mindy Williams DBA Metro Kc Electric
Silverstein Capital LLC dba On Time Electrical Services

HVAC Bond:

Metro Tech Service Corp.

Miscellaneous Bonds:

CDL Electric CO, Inc.(2)

Action: Referred to License.

15. APPLICATION FOR CMB LICENSE (PKG):

Jose E. Rodriguez Salas/Lori Michelle Rodriguez, DBA Carniceria La Obrera, LLC, 309 N. 7th St. Trfwy.

Action: Referred to License.

16. APPLICATION FOR CMB LICENSE (OP):

Jose E. Rodriguez Salas/Lori Michelle Rodriguez, DBA Carniceria La Obrera, LLC, 309 N. 7th St. Trfwy.

Action: Referred to License.

17. APPLICATIONS FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Jerry's Sports Pub, LLC/Andrea Behrman, 8048 Leavenworth Rd.
Rare Hospitality of Kansas, Inc./Kati Rosas DBA Longhorn Steakhouse of Speedway, 1708 Village West Pkwy.
Taqueria Mexico of Kansas/Lilia Fabiola Torres Romo DBA Romo Brothers of KS, LLC, 3300 Rainbow Blvd.

Action: Referred to License.

18. LIQUOR TEMPORARY LICENSE:

Christ The King Church/Rev. Mark Mertes, for an event on August 25, 2018, at 3024 N. 53rd St.

Action: Referred to License.



Board of Commissioners

701 N. 7th Street, Room 979
Kansas City, Kansas 66101
Phone: (913) 573-5040
Fax: (913) 573-5050

Melissa A. Bynum, At-Large, District 1
Tom Burroughs, At-Large, District 2
Gayle E. Townsend, District 1
Dr. Brian McKiernan, District 2
Ann Brandau-Murguia, District 3

Harold L. Johnson, Jr., District 4
Mike T. Kane, District 5
Angela Robinson-Markley, District 6
Jim Walters, District 7
Jane Winkler Philbrook, District 8

MEMORANDUM

TO: Mayor/CEO David Alvey
Board of Commissioners

FROM: Commissioner Jane Winkler Philbrook

DATE: August 24, 2018

SUBJECT: REQUEST TO TRAVEL

I respectfully request permission, in accordance with the Unified Government Commission Resolution No. R-13-13, Current Rules of Procedure Article VII, Travel Policy, Sections 801 and 802, to travel to Wichita, Kansas to attend the 2018 Workforce Innovation and Opportunity hosted by the Kansas Department of Commerce, the Kansas Board of Regents and the Kansas Department for Children and Families

I hereby ask that this request be placed before the Board of Commissioners on the Thursday, August 30, 2018 agenda.

cc: Doug Bach, County Administrator
Bridgette Cobbins, County Clerk
Thomas L. Wiss, Legislative Auditor



Staff Request for Commission Action

Tracking No. 18349

Full Commission Meeting Date: 8/30/18

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/20/18

(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>
08/21/2018	Chris Slaughter	x8977	Chris	Land Bank

Item Description:

The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee review the proposed packets and forward them to the Land Bank Board of Trustees for final consideration.

Item (1) - Applications (20)

Item (2) - Transfers to Land Bank (1)

Item (3) - Donations To Land Bank (7)

Action Requested:

The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee approve the above requests and forward them to the Land Bank Board of Trustees for final approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Land Bank Applications, Transfer to Land Bank, Donations to Land Bank

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	STANDING COMMITTEE RECOMMENDATION
Miguel Morales	1700 State Ave	1710 State Ave	Yard Extension	APPROVED
Maria Cervantes	4213 Sanduksy Ave	4218 Orville Ave	Yard Extension	APPROVED
Jeanne Johnson	2064 Springfield Blvd	2066 Springfield Blvd	Yard Extension	APPROVED
Rene Ojeda	1115 Waverly Ave	1108 Greenley Ave	Yard Extension	APPROVED
Jovan Ledbetter	1219 Georgia Ave	1217 Georgia Ave	Yard Extension	APPROVED
Joseph Sajiv	1050 Barnett ave	1052 Barnett Ave	Yard Extension	APPROVED
Ioan Porta	1871 N 27th St	1873 N 27th St	Yard Extension	APPROVED
Jose Ordaz	257 S Bethany Street	259 S Bethany Street	Yard Extension	APPROVED
Deborah Cunningham	2565 Cissna St	2569 Cissna St	Yard Extension	APPROVED
Yvonne Porter	1047 Waverly Ave	1045 Waverly Ave	Yard Extension	APPROVED
Teola Tillman	1332 Rowland Ave	1334 Rowland Ave	Yard Extension	APPROVED
Christopher Connor	1229 Haskell Ave	1223 Haskell Ave	Yard Extension	APPROVED
Mario Jimenez	1003 Ann Ave	714 N 10th St	Yard Extension	APPROVED
Mario Jimenez	1003 Ann Ave	710 N. 10th St	Property Acquisition	APPROVED
James Jackson	3433 N 33rd St	3443 N 33rd St	Property Acquisition	APPROVED
Phillip Fracul	1960 Franklin Ave	1959 Garfield Ave	Property Acquisition	APPROVED
Albert Walker	3701 N 37th St	3706 N 37th St	Property Acquisition	APPROVED
Paula Howard	612 Quindaro Blvd	610 Quindaro Blvd	Property Acquisition	APPROVED
Kenia Cruz	1712 Walker Ave	1708 Walker Ave	Property Acquisition	APPROVED
Jeffrey Bowker	3801 State Ave	4315 Ann Ave	Property Acquisition	APPROVED
LAND BANK ADVISORY BOARD RECOMMENDATION	The Land Bank Advisory Board recommends forwarding the application(s), to the Land Bank Board of Trustees, for final approval.			

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INTENTIONALLY**

RECEIVED

JUN 28 2018

LAND BANK

WCLB/KCK

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

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- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
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- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the Wyandotte County Land Bank.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Signature

Date 6-15-18

Print Name

MIGUEL MORALES

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1710 State Avenue, KCKs.

Parcel ID Number: 091414

Applicant Information (Please Print)

Name: MIGUEL MORALES

Company/Organization: MIGUEL'S CATERING

Mailing Address: 10 S. 19th St. KCKs 66102

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1700 State Avenue, KCKs

Do you live in the adjacent structure above? Yes ___ No X

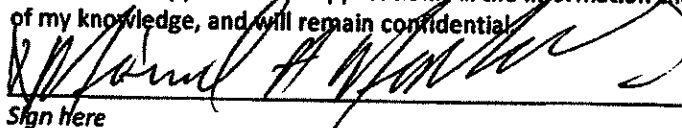
Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

 Date 6/15/18
Sign Here

Miguel Morales
Print Name

RECEIVED

JUL 02 2018

**Application to Purchase a Vacant Land Bank Property as Yard Extension AND LAND BANK
WYCO/KCK**

Use this application if the following is correct:

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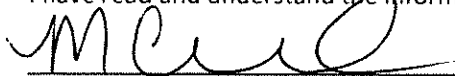
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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

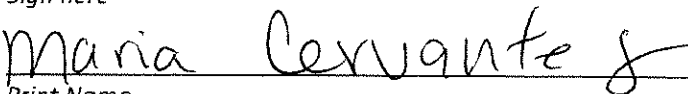
Signature (Required)

I have read and understand the information provided above and contained in this application.



Sign here

Date 6-21-18



Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 4218 Orville Ave

Parcel ID Number: 059616

Applicant Information (Please Print)

Name: Maria Cervantes

Company/Organization: _____

Mailing Address: 4213 Sandusky

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 4213 Sandusky

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

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Signature (Required)

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Maria Cervantes

Sign here

Date 6-21-18

Maria Cervantes

Print Name

RECEIVED

JUL 02 2018

Application to Purchase a Vacant Land Bank Property as Yard Extension

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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Jeanne Johnson
Sign here

Date 06-28-2018

Jeanne Johnson
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 2066 Springfield Blvd KCKS 6610
Parcel ID Number: 2066-66101 Springfield Blvd

Applicant Information (Please Print)

Name: Jeanne Johnson

Company/Organization: SELF

Mailing Address: 2066 Springfield Blvd (2063) KCKS 66101

Phone Number(s): 411x

E-mail(s): (206)

Address of the adjacent structure you own: 2064 Springfield Blvd

Do you live in the adjacent structure above? Yes ☐ No ☒

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒
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Yes ☐ No ☒

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Signature (Required)

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Jeanne Johnson Date 06-28-2018
Signature

Jeanne Johnson
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension



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Signature (Required)

I have read and understand the information provided above and contained in this application.

Rene Ojeda Date 7-06-18
Sign here

Rene Ojeda
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1108 Greely ave Kansas city KS

Parcel ID Number: 156820

Applicant Information (Please Print)

Name: Rene Ojeda

Company/Organization: _____

Mailing Address: 1115 Waverly ave Kansas city KS 66104

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1115 Waverly ave Kansas city KS

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

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Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
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Yes _____ No ☒

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Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Rene Ojeda Date 7-06-18
Sign here

Rene Ojeda
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

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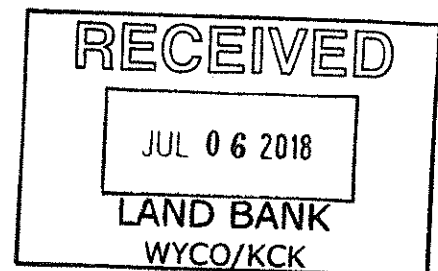
Signature (Required)

I have read and understand the information provided above and contained in this application.

Jovan Ledbetter
Sign here

Date 7-16-18

Jovan Ledbetter
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1217 Georgia Ave.

Parcel ID Number: _____

Applicant Information (Please Print)

Name: Jovan Ledbetter

Company/Organization: _____

Mailing Address: 2809 N. 26th St. KCK 66104

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1219 Georgia Ave

Do you live in the adjacent structure above? Yes ___ No X

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?

Please explain a "yes" answer on a separate attachment.

Yes _____ No X

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Yes _____ No X

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Signature (Required)

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Jovan Ledbetter
Sign here

Date 7-6-18

Jovan Ledbetter
Print Name

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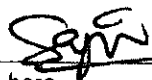
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Signature (Required)

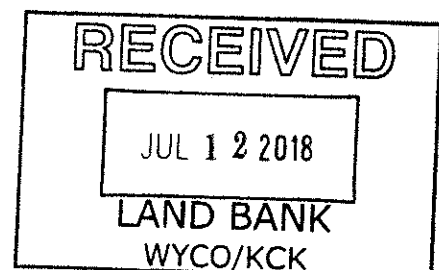
I have read and understand the information provided above and contained in this application.


Sign here

Date 7/12/18

SAJIV JOSEPH

Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1052 BARNETT AVE, KANSAS CITY

Parcel ID Number: 080495

KANSAS - 66102

Applicant Information (Please Print)

Name: SAJIV JOSEPH

Company/Organization: JOSEPH PROPERTIES, LLC

Mailing Address: 12870 BOND ST, OVERLAND PARK, KS-66213

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1050 BARNETT AVE, KANSAS CITY

Do you live in the adjacent structure above? Yes ___ No ☒

KANSAS - 66102

Please Respond to the Following Questions:

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Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
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Sign here

SJW

Date

7/12/18

SAJIV JOSEPH

Print Name

RECEIVED

JUL 16 2018

LAND BANK
WYCO/KCK

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Use this application if the following is correct:

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Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the “Hold” listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Sign here

Joan Potra

Date *07-15-18*

JOAN POTRA

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1873 N. 27th Street

Parcel ID Number: ~~07552~~ 075532

Applicant Information (Please Print)

Name: JOAN POTRA

Company/Organization: _____

Mailing Address: 1871 N 27TH ST

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: _____

Do you live in the adjacent structure above? ☒ Yes ☐ No

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☒ No
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ☒ No

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Joan Potra Date 07.15.18
Sign here

JOAN POTRA
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the “Hold” listing, it may not currently be for sale.
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- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

José Ordez Mota Date 7/20/2018
Sign here

José Ordez Mota
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 259 Bethany St

Parcel ID Number: 0609305

Applicant Information (Please Print)

Name: Jose Ordaz

Company/Organization: _____

Mailing Address: 257 S Bethany St Kansas City, KS 66102

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 257 S Bethany St

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

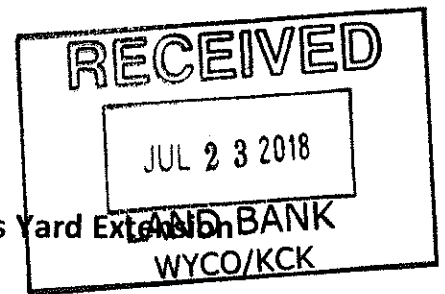
Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Jose Ordaz Date 7/20/2018
Sign here

Jose Ordaz
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Deborah K. Cunningham

Sign here

Date 7/23/2018

Deborah K. Cunningham

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: _____

Parcel ID Number: 158311

Applicant Information (Please Print)

Name: Deborah K. Cunningham

Company/Organization: _____

Mailing Address: 2565 Cusna St

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: _____

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒ ?

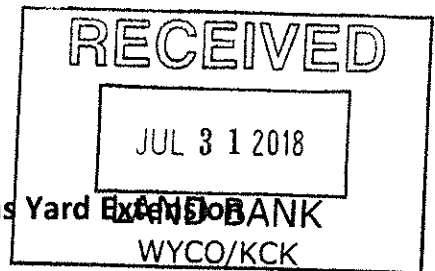
Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Deborah K. Cunningham Date 7-23-2018
Sign here

Deborah K. Cunningham
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Yvonne R Porter

Sign here

Date 7/25/18

YVONNE R PORTER

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1045 WAVERLY AVE
Parcel ID Number: 156735

Applicant Information (Please Print)

Name: YVONNE R PORTER

Company/Organization: N/A

Mailing Address: 1047 WAVERLY AVE KCKS 66104

Phone Number(s): 781-234-5678

E-mail(s): N/A

Address of the adjacent structure you own: 1047 WAVERLY AVE 66104

Do you live in the adjacent structure above? Yes X No

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Yvonne R Porter
Sign here

Date 7/25/18

YVONNE R PORTER
Print Name

RECEIVED

JUL 31 2018

LAND BANK

WYCO/KCK

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

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Signature (Required)

I have read and understand the information provided above and contained in this application.

Teri Tillman

Sign here

Date 7-27-2018

Teri Tillman

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1334 Rowland KCK 66104

Parcel ID Number: 157664

Applicant Information (Please Print)

Name: Teri Tillman

Company/Organization: (Resident)

Mailing Address: 1332 Rowland KCK 66104

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1332 Rowland KCK 66104

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

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Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

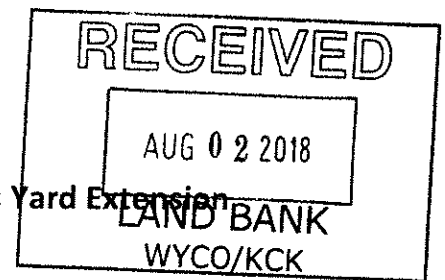
Teri Tillman

Sign here

Date July 27, 2018

Teri Tillman

Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

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- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Christopher M. Connor Date 7-25-18

Sign here

Christopher M. Connor

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1223 Haskell Ave.

Parcel ID Number: 157266

Applicant Information (Please Print)

Name: Christopher M. Connor

Company/Organization: N/A

Mailing Address: 1229 Haskell Ave. KCK 66104

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1229 Haskell Ave. KCK 66104

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

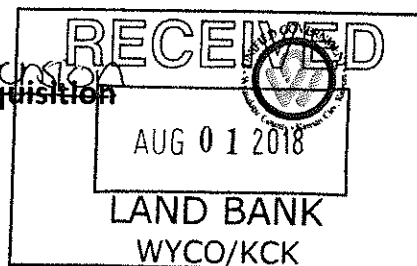
Christopher M. Connor Date 7-25-18
Sign here

Christopher M. Connor
Print Name



Application for Land Bank Property Acquisition

Yard Extension



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
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- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

Mano Jimenez, C Date 8.1.18

Sign here

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Yard Extension
Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 714 n 80 st

Parcel ID Number: 082667

Intended Usage of Property: the people throw trash, tires, and
we take care this land & we want mores yard clean

Applicant Information (Please Print)

Name: Mario Jimenez C.

Company/Organization: owner Housse

Mailing Address: 1003 9th ave KC KS 66102

Phone Number(s): 1-800-000-0000

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ___ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ___ No ☒

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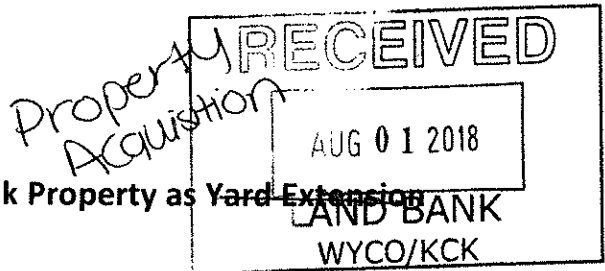
Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

MARIO JIMENEZ C Date 8-1-18
Sign here

Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

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- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier’s checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold “as-is”. The buyer agrees to accept the property in its “as is” condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

MARIO JIMENEZ C -

Date 8.1.18

Sign here

Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 710 n 80st

Parcel ID Number: 000082668

Applicant Information (Please Print)

Name: Mario Jimenez C.

Company/Organization: owner the house

Mailing Address: 1603 ann ave KC KS 66102

Phone Number(s):

E-mail(s):

Address of the adjacent structure you own: 1603 ann ave KC KS 66102

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒

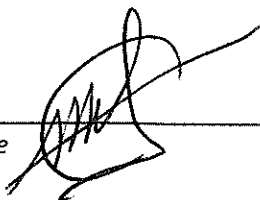
Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

MARIO JIMENEZ C Date 8-1-18
Sign here

Print Name





Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

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- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier’s checks or money orders made payable to the **Wyandotte County Land Bank**.
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- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys’ fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

James Jackson
Sign here

Date 7-10-18

James Jackson

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 3443 N 33rd St KCK

Parcel ID Number: 163822

Intended Usage of Property: Keeping Weeds Down
Keeping Weeds + Trash Dumping Down

Applicant Information (Please Print)

Name: James Jackson

Company/Organization: N/A

Mailing Address: 3232 Sewell Kansas City Kan

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ___ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ___ No ☒

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Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

James Jackson
Sign here

Date 7-10-18

James Jackson
Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101

RECEIVED

JUL 13 2018

LAND BANK
WYCO/KCK

Application for Land Bank Property Acquisition

Use this application if:

- You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

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Signature (Required)

I have read and understand the information provided above and contained in this application.



Date 7/12/18

Sign here

Philip Frael

Print Name

Application for Land Bank Property Acquisition

Land Bank Property You Wish to Purchase: 1959 Garfield avenue

Parcel ID Number: 068838

Intended Usage of Property: Parking, Small Garden, Kids Play area

Applicant Information (Please Print)

Name: Philip Fracul

Company/Organization: _____

Mailing Address: 1960 Franklin avenue

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.



Date 7/12/18

Sign here

Philip Fracul
Print Name



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale— if a property is on the "Hold" listing, it may not currently be for sale.
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- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature (Required)

I have read and understand the information provided above and contained in this application.

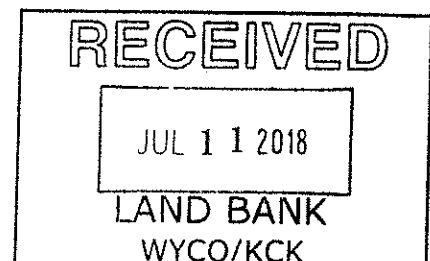
Albert H. Walker

Date 7-11-18

Sign here

Wilma J. Walker Wife

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





Application for Land Bank Property Acquisition



Print Name Albert H. Walker

Land Bank Property You Wish to Purchase: 3706 N 37th

Parcel ID Number: 167619

Intended Usage of Property: more room for horses

Applicant Information (Please Print)

Name: Albert H. Walker

Company/Organization: _____

Mailing Address: 5758 Georgia Ave K.C. Mo. 66104

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ☐ No ☒

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Signature (Required)

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Albert H. Walker

Sign here

Date 7-11-18

Albert H. Walker

Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101

RECEIVED

JUL 17 2018

LAND BANK
WYCO/KCK

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

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Signature (Required)

I have read and understand the information provided above and contained in this application.

Sign here

Date

Print Name

RECEIVED

JUL 17 2018

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase:

610 Quindaro Blvd

Parcel ID Number:

Applicant Information (Please Print)

Name:

Howard Paula Jr.

Company/Organization:

Mailing Address:

612 Quindaro Blvd.

Phone Number(s):

E-mail(s):

Address of the adjacent structure you own:

612 Quindaro Blvd.

Do you live in the adjacent structure above?

Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?

Please explain a "yes" answer on a separate attachment.

Yes ☐ No ☒

2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.

Yes ☐ No ☒

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Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Howard Paula Jr.

Sign here

Date 7-17-18

Howard Paula Jr.

Print Name

RECEIVED

JUL 16 2018

LAND BANK

WYCO/KCK

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

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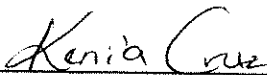
Signature (Required)

I have read and understand the information provided above and contained in this application.



Sign here

Date 6-27-18



Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1708 walker ave Kansas city, KS, 66104

Parcel ID Number: 098782

Applicant Information (Please Print)

Name: Kenia Cruz

Company/Organization: _____

Mailing Address: _____

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 1712 walker ave, Kansas city, KS 66104

Do you live in the adjacent structure above? Yes ☒ No ☐

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes _____ No ☒

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Kenia Cruz

Sign here

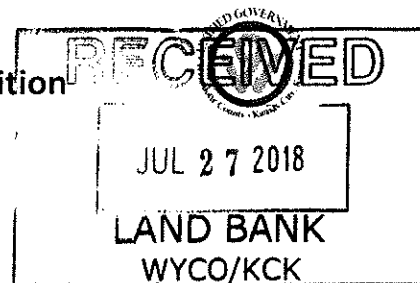
Date 6-27-18

Kenia Cruz

Print Name



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

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Signature (Required)

I have read and understand the information provided above and contained in this application.

Jessie Banker MSB Properties Date 7/27/18
Sign here

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 4315 Ann Ave

Parcel ID Number: 914502

Intended Usage of Property: Cemetery Shop & possible
Rest Cemetery

Applicant Information (Please Print)

Name: Jeff Bowker

Company/Organization: Highland Park Cemetery, MSB Properties

Mailing Address: 3801 State Ave, KANSAS City, KS 66102

Phone Number(s): _____

E-mail(s): _____

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County?
Please explain a "yes" answer on a separate attachment.
Yes ___ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
Yes ___ No X

Note: As a part of the review of this application, WCLB staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.

Signature (Required)

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge and will remain confidential.

Jeff Bowker
Sign here

Date 7/23/18

JEFF Bowker
Print Name

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101

TRANSFERS TO LAND BANK

Owner	Property Address	Parcel	Comments	Standing Committee Recommendation
Argentine Neighborhood Development Association (ANDA)	3815 Strong Ave	171504	This property has a large drainage ditch which covers about half of the property so it is not suitable for development. Work was to be done to the property, by the city, which would allow development of the property. ANDA would like to transfer this property to the Land Bank until this work can be completed.	APPROVED

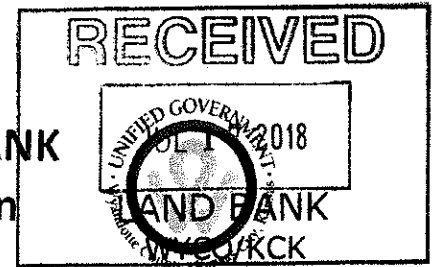
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INTENTIONALLY**

DONATIONS TO LAND BANK

Donor	Parcel #	Requested Donation Address	Property Type	Comments	STANDING COMMITTEE RECOMMENDATION
Henderson-Davis Holdings, LLC	101999	3100 Haskell Ave	Vacant Lot	The applicant has indicated that he is unable to keep up property to UG standards; applicants states he lives in Oregon.	APPROVED
Jura Williams	081127	912 New Jersey Ave	Vacant Lot	The applicant has indicated that she is unable to keep up property to UG standards or pay for upkeep.	APPROVED
Mary Ellen Fielden	930817	710 N 78th St	Vacant Lot	The applicant has indicated that she had hopes of development in area and selling it; doesn't believe in that a developer purchasing it will happen.	APPROVED
Peggy Graham	064725	3608 Garfield Ave	Vacant Lot	The applicant has medical issues and has indicated that she is unable to keep up property to UG standards.	APPROVED
Rachel Rozell	080269	1018 Washington Blvd	Vacant Lot	The applicant has indicated that she thought property was going to Tax Sale/Land Bank in past, states she no longer wants property.	APPROVED
Rachel Rozell	098034	1028 Richmond Ave	Vacant Lot	The applicant has indicated that she thought property was going to Tax Sale/Land Bank in past, states she no longer wants property.	APPROVED
Joseph Reyes	059102	2500 Park Dr	Vacant Lot	This property is in the NRSA area.	APPROVED



WYANDOTTE COUNTY LAND BANK Property Donation Application



Please use the following application to notify the Wyandotte County Land Bank (WCLB) of your interest in donating any property that you currently own in Wyandotte County. This form may **only** be completed by the owner of the property or by a person with authorization to act on behalf of the owner by virtue of a power of attorney. Please fill out one form per property address. The WCLB will **NOT** accept your property as a donation unless certain conditions are met.

NOTE: The WCLB will research this property to determine if it meets the donation criteria. The WCLB Board of Trustees must approve the donation. The WCLB will keep you informed of its progress and final decision.

If the WCLB accepts your donation offer, you will be contacted to begin the donation procedure. This form is a statement of interest only and does not commit the WCLB to accept your property as a donation or for value.

****Application will not be processed if not completed in its entirety****

CONTACT INFORMATION

Owners Name: Henderson-Davis Holdings, LLC
Mailing address: 1126 NW 92nd Avenue
City: Portland State: Oregon Zip: 97229
Daytime Phone #: _____ Alternate Phone #: _____
Email address: _____

DONATED PROPERTY INFORMATION

Property address: 3100 Haskell Avenue, Kansas City, KS 66104 Parcel ID#: 105-019-31-0-40-12-035.00-0

Structure or vacant lot: Vacant lot

Why are you requesting to donate your property? The lot was purchased 2014 with the intention of building a new house where the prior one had burned down. It doesn't seem likely that we are going to be able to follow through with those plans. Unfortunately. The land could be better utilized by someone local.

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: [Signature] Date: 7-17-2018

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



WYANDOTTE COUNTY LAND BANK

Property Donation Application



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CONTACT INFORMATION

Owners Name: Jura D. Williams
Mailing address: 2732 N. 21st ST
City: KANSAS CITY, State: KS Zip: 66104
Daytime Phone #: 913-621-4474 Alternate Phone #: 816-255-6698
Email address: _____

DONATED PROPERTY INFORMATION

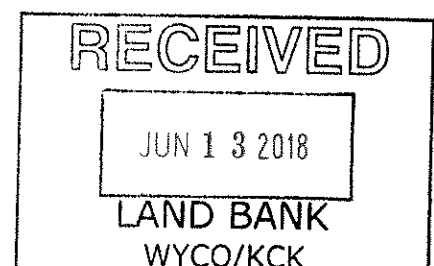
Property address: 912 New Jersey Ave KCKS 66101 Parcel ID#: 081127
Structure or vacant lot: VACANT LOT

Why are you requesting to donate your property? MY husband James Williams passed away and I am unable to maintain the property. I do NOT have the finances to keep up.

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: Jura D. Williams Date: 6/11/18

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





WYANDOTTE COUNTY LAND BANK

Property Donation Application



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CONTACT INFORMATION

Owners Name: Mary Ellen Fielden (Garvey maiden name)
Mailing address: 4957 Norwood St.
City: Westwood State: KS Zip: 66205
Daytime Phone #: 913.299.4065 Alternate Phone #: 913.449.9435
Email address: lfielden@kc.rr.com

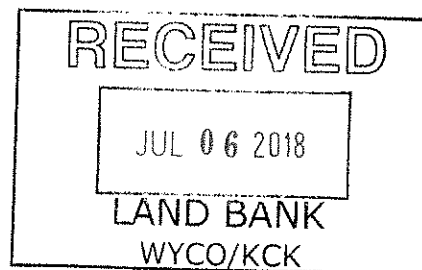
DONATED PROPERTY INFORMATION

Property address: 710 N. 78th Parcel ID#: 930817
Structure or vacant lot: Vacant Lot

Why are you requesting to donate your property? I own the property located at 710 N. 78th St. The lot is vacant. Many years ago the city/county announced 78th St would be widened, and the size of the lot would be reduced. I kept the lot hoping New housing would be developed or retail business would buy it. Twenty-plus years have passed. I am requesting approval to donate the land to the Land Bank.
The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: Mary Ellen (Garvey) Fielden Date: 7/4/18

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





WYANDOTTE COUNTY LAND BANK

Property Donation Application



#15

Please use the following application to notify the Wyandotte County Land Bank (WCLB) of your interest in donating any property that you currently own in Wyandotte County. This form may **only** be completed by the owner of the property or by a person with authorization to act on behalf of the owner by virtue of a power of attorney. Please fill out one form per property address. The WCLB will **NOT** accept your property as a donation unless certain conditions are met.

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****Application will not be processed if not completed in its entirety****

CONTACT INFORMATION
Owners Name: Peggy L. Graham
Mailing address: 1322 N 79th Terr.
City: KANSAS CITY State: KS Zip: 66112
Daytime Phone #: 913-638-3420 Alternate Phone #: 913-299-1410
Email address: pegleg1948@yahoo.com

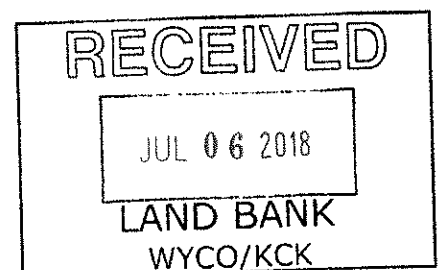
DONATED PROPERTY INFORMATION
Property address: 3608 Garfield Parcel ID#: 064725
Structure or vacant lot: vacant lot
Why are you requesting to donate your property? I have medical issues
on dialysis NOT able to take care of
property anymore

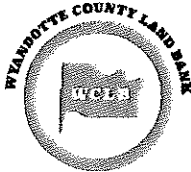
The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: Peggy L. Graham

Date: 6/27/18

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101





WYANDOTTE COUNTY LAND BANK

Property Donation Application



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CONTACT INFORMATION

Owners Name: RACHEL ROZELL
 Mailing address: 2211 FRANKLIN ST
 City: KANSAS CITY State: KANSAS Zip: 66104
 Daytime Phone #: _____ Alternate Phone #: _____
 Email address: _____

DONATED PROPERTY INFORMATION

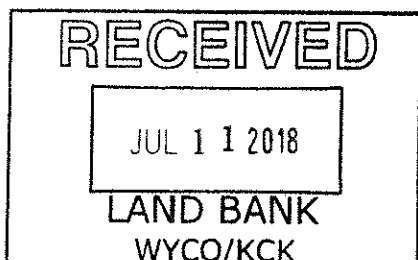
Property address: 1018 WASHINGTON BLVD Parcel ID#: 080269

Structure or vacant lot: VACANT LOT

Why are you requesting to donate your property? CANNOT AFFORD THE TAXES
I thought it went into the landbank. 10-YEARS AGO. NEVER HEARD
ANYTHING ELSE REGARDING THE TAXES AFTER WRITTING A LETTER TO HAVE
THESE 2- AND 3 MORE PROPERTIES PUT INTO THE LANDBANK.

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: RACHEL ROZELL Date: 7-11-18



Please return to:
 Wyandotte County Land Bank
 701 N 7th St, Suite 421
 Kansas City, KS 66101



WYANDOTTE COUNTY LAND BANK

Property Donation Application



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CONTACT INFORMATION

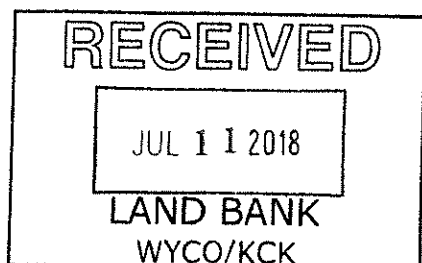
Owners Name: RACHEL ROZELL
Mailing address: 2211 FRANKLIN ST
City: KANSAS CITY State: KS Zip: 66104
Daytime Phone #: Alternate Phone #: 911 - 800 211 2111
Email address:

DONATED PROPERTY INFORMATION

Property address: 1028 RICHMOND AVE Parcel ID#: 098034
Structure or vacant lot: VACANT LOT
Why are you requesting to donate your property? CANNOT AFFORD THE TAXES
I thought it went into the landbank 10 years ago never heard
anything else about the property regarding taxes after writing a
letter on this property and 3 others to be put into the landbank

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: RACHEL ROZELL Date: 7-11-18



Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101



WYANDOTTE COUNTY LAND BANK

Property Donation Application



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CONTACT INFORMATION

Owners Name: JOSEPH R REYES
Mailing address: 401 E. SPRING AVE
City: BONNER SPRINGS State: KS Zip: 66012
Daytime Phone #: 913-575-4059 Alternate Phone #: 913-573-8719
Email address: JREYES@KCKPO.ORG

DONATED PROPERTY INFORMATION

Property address: 2500 PARK DR Parcel ID#: 059102

Structure or vacant lot: VACANT LOT

Why are you requesting to donate your property? I DO NOT LIVE IN THE AREA ANYMORE. 2500 PARK DR IS A VACANT LOT WITH A DRIVEWAY. THE WCLB (PAUL SOROCK) EXPRESSED INTEREST IN IT, BUT HE MAY WANT TO WORK WITH THE LAND BANK. TAXES ARE UP TO DATE.

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: [Signature] Date: 6-6-18



Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101