Full Commission Meeting Agenda Update

Thursday, December 17, 2015
7:00 PM

Location:
Municipal Office Building
701 N 7th Street, Lobby
Kansas City, Kansas 66101
Commission Chambers

Name	Absent
Mayor Mark Holland	☐
Commissioner At-Large Dist. 1 – Melissa Bynum	☐
Commissioner At-Large Dist. 2 – Hal Walker	☐
Commissioner Gayle Townsend	☐
Commissioner Brian McKiernan	☐
Commissioner Ann Brandau-Murguia	☐
Commissioner Harold Johnson	☐
Commissioner Mike Kane	☐
Commissioner Angela Markley	☐
Commissioner James Walters	☐
Commissioner Jane Philbrook	☐

SERGEANT-AT-ARMS: Major Rodney Smith

I. CALL TO ORDER

II. ROLL CALL

III. REVISIONS TO DECEMBER 17, 2015 AGENDA

X. ADMINISTRATOR'S AGENDA

NEW ITEM

Item No. 3 - RESOLUTION: MOA WITH LIUNA

Synopsis:

A Memorandum of Agreement with LiUNA/Public Service Employees Local Union #1290PE for 2015-2017, submitted by Joe Connor, Assistant County Administrator. This is the 5th of 13 labor contracts to be ratified which represents 51% of the union workforce under contract

Tracking #: 15322

IV. INVOCATION GIVEN BY REVEREND CYNTHIA SMART, MASON MEMORIAL UMC

V. PLEDGE OF ALLEGIANCE

VI. MAYOR'S AGENDA

VII. CONSENT AGENDA

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

Item No. 1 - ORDINANCE: EXTENSION OF MBE/WBE ORDINANCE FOR CONSTRUCTION CONTRACTS

Synopsis:

A request to re-adopt Division 2 of Ordinance No. O-17-09 to extend the sunset date of December 31, 2014, to December 31, 2017, relating to the MBE/WBE program for construction contracts exceeding $250,000, which is located in Chapter 18, Article V, Division 2 of the Unified Government Code of Ordinances (Sec. 18-256 et seq.), submitted by Brandy Wells, Purchasing Department.

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

Tracking #: 15248

Item No. 2 - DISTRIBUTION: 2016 SPECIAL DRUG AND ALCOHOL TAX FUNDS
Synopsis:
Recommendation of the Alcohol and Drug Fund Advisory Committee to disburse 2016 Special Drug and Alcohol Tax funds to the following agencies, submitted by Angie Masloski, Public Safety Business Office.

- Associated Youth Services: $127,536 (flat funding)
- Friends of Yates: $73,474 (increase of $2,558)
- Mirror, Inc.: $48,490 (decrease of $2,558)

On December 7, 2015, the ***Neighborhood and Community Development Standing Committee****, chaired by Commissioner Walker, voted unanimously to approve and forward to full commission.*
Tracking #: 15245

Item No. 3 - GRANT: 2016 VIOLENCE AGAINST WOMEN ACT (VAWA)
Synopsis:
Approval to request VAWA funding for $76,618 for partial salaries and travel with a match of $25,313, submitted by Angie Masloski, PSBO. The match is the remaining salaries of Ms. Meyer and Ms. Thomas as well as their travel expenses to the Annual Governor's Conference on Domestic Violence.

On December 7, 2015, the ***Neighborhood and Community Development Standing Committee****, chaired by Commissioner Walker, voted unanimously to approve and forward to full commission.*
Tracking #: 15249

Item No. 4 - RESOLUTION: SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION BONDS
Synopsis:
Resolution authorizing the offering for sale of Municipal Temporary Notes and General Obligation Bonds of the Unified Government of Wyandotte County/Kansas City, Kansas.

<u>Temporary Notes:</u>
2016-I (Tax-Exempt) $61,048,573.29
2016-II (Taxable) $ 7,167,702.08

<u>General Obligation Improvement Bonds:</u>
2016-I (Tax-Exempt) $28,076,930.89

*On December 7, 2015, the **Economic Development and Finance Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*

Tracking #: 15271

Item No. 5 - AMENDMENT: WYANDOTTE PLAZA REDEVELOPMENT AGREEMENT

Synopsis:

Second amendment to the Wyandotte Plaza Redevelopment Agreement to allow for the sale of the Wyandotte Plaza by the developer and removes the pledge of the original CID to the lender, submitted by Lew Levin, Chief Financial Officer. This amendment pledges the original CID to the initial bond refinancing, which will occur in February of 2016.

*On December 7, 2015, the **Economic Development and Finance Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*

Tracking #: 15273

Item No. 6 - RESOLUTION: TRANSFER/SALE OF WYANDOTTE PLAZA RETAIL CENTER

Synopsis:

A resolution authorizing the transfer/sale of Wyandotte Plaza Retail Center (the grocery store and all in-line shops), located at the northeast corner of 78th Street and State Avenue, to Phillips Edison, submitted by George Brajkovic, Economic Development Director.

*On December 7, 2015, the **Economic Development and Finance Standing Committee**, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*

Tracking #: 15279

Item No. 7 - RESOLUTION: TRANSFER/SALE OF KRISPY KREME DOUGHNUTS IN THE WYANDOTTE PLAZA RETAIL CENTER
Synopsis:
A resolution authorizing the transfer/sale of Krispy Kreme Doughnuts in the Wyandotte Plaza Retail Center, located at the northeast corner of 78th Street and State Avenue, to LAG Investments Kansas City, LLC, submitted by George Brajkovic, Economic Development Director.

On December 7, 2015, the ***Economic Development and Finance Standing Committee****, chaired by Commissioner McKiernan, voted unanimously to approve and forward to full commission.*
Tracking #: 15284

Item No. 8 - RESOLUTION: RIVERVIEW AVENUE BRIDGE REPLACEMENT
Synopsis:
A resolution authorizing the replacement of the existing Riverview Avenue Bridge over Turner Diagonal with a new bridge and authorizing the issuance of general obligation bonds not to exceed $8.8M for said improvement, submitted by Bill Heatherman, County Engineer.

On November 30, 2015, the ***Public Works and Safety Standing Committee****, chaired by Commissioner Bynum, voted unanimously to forward this item to the Economic Development and Finance Standing Committee with the recommendation for the bridge replacement and an increase in the cost of the project from $7M to $8.8M.*

On December 7, 2015, the ***Economic Development and Finance Standing Committee,*** *chaired by Commissioner McKiernan, voted unanimously to approve the increase for the bridge replacement and forward to full commission.*
Tracking #: 15247

Item No. 9 - PLAT: KU MEDICAL PLAZA, FIRST PLAT
Synopsis:
Plat of KU Medical Plaza, First Plat, located at 39th and State Line Road and being developed by The University of Kansas Hospital Authority, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Tracking #: 15317

Item No. 10 - PLAT: KAW 88 SECOND PLAT

Synopsis:

Kaw 88 Second Plat located at Gibbs Road and S. 88th St. and being developed by W.H. Warehouse, LLC, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Tracking #: 15318

Item No. 11 - WEEKLY BUSINESS MATERIAL

Synopsis:

Weekly business material dated December 10, 2015.

Tracking #: WEEKLY BUSINESS MATERIAL

VIII. PUBLIC HEARING AGENDA

Item No. 1 - RESCHEDULE A PUBLIC HEARING/RESOLUTIONS: LEGENDS APARTMENTS CID

Synopsis:

Request approval of the following resolutions relating to the proposed Legends Apartments and Garage CID, a $50M development to include a three-story parking garage with 240+ units of luxury, market-rate apartments above, submitted by George Brajkovic, Economic Development Director.

- Terminate the previous CID action.

- Create a new public hearing date on January 7, 2016, to consider the CID as identified in the new CID petition filed December 10, 2015.

On November 19, 2015, the commission unanimously adopted Resolution No. R-101-15 setting the public hearing date to December 17, 2015, to consider the CID; however, the original CID petition filed by the developer on November 16, 2015, was found to contain errors in the legal description and needs to be terminated.

Tracking #: 15310

Item No. 2 - RESCHEDULE A PUBLIC HEARING/RESOLUTION: LEGENDS APARTMENTS IRBS/PILOT

Synopsis:

Reschedule a public hearing to consider a Resolution of Intent to issue $50M in IRBs and approve the PILOT structure for a multifamily project known as the Legends Apartments, located at 1879 Village West Pkwy., proposed by EPC Real Estate, Legacy Development and KKR, submitted by George Brajkovic, Economic Development Director. The project includes a three-story parking garage with 240+ units of market-rate, luxury 1 & 2 bedroom units above.

On November 19, 2015, the commission unanimously adopted Resolution No. R-101-15, setting the public hearing date.

Tracking #: 15308

Item No. 3 - PUBLIC HEARING/RESOLUTION: RAINBOW VILLAGE REDEVELOPMENT DISTRICT

Synopsis:

Conduct a public hearing to consider the creation of the Rainbow Village Redevelopment District, (a 4-acre parcel located at the NW corner of 34th Street and Rainbow Boulevard), to allow for the acquisition of land and redevelopment for hotel and transient guest purposes, retail and office use, submitted by Marlon Goff, Economic Development.

On November 12, 2015, the commission unanimously adopted Resolution No. R-65-15, setting the public hearing date.

Tracking #: 15309

Item No. 4 - PUBLIC HEARING/RESOLUTION: UNIVERSITY-ROSEDALE URBAN RENEWAL PLAN AMENDMENT

Synopsis:

Conduct a public hearing to consider amending the University-Rosedale Urban Renewal Plan, submitted by Marlon Goff, Economic Development. The University-Rosedale Urban Renewal Area was established in 1964. The original plan includes language prohibiting the construction of any new hotels, motels and transient guest housing developments. The proposed resolution removes this language to help maximize the development opportunities within this corridor.

On November 12, 2015, the commission unanimously adopted Resolution No. R-66-15, setting the public hearing date.

Tracking #: 15312

Item No. 5 - PUBLIC HEARING/ORDINANCE: AMEND THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT PLAN

Synopsis:

Conduct a public hearing to consider an amendment to the Metropolitan Redevelopment TIF District and Project Plan as part of the proposed location for the new South Patrol Police Station, submitted by Marlon Goff, Economic Development.

On November 12, 2015, the commission unanimously adopted Resolution No. R-67-15, setting the public hearing date.

Tracking #: 15316

IX. STANDING COMMITTEES' AGENDA

X. ADMINISTRATOR'S AGENDA

Item No. 1 - RESOLUTION: FUTURE SALE OF HILTON GARDEN INN HOTEL

Synopsis:

A resolution, submitted by Marlon Goff, Economic Development, authorizing the County Administrator to proceed with the following actions:

1. Execute a purchase/sale agreement with potential buyers of the Hilton Garden Inn Hotel at an amount sufficient to satisfy outstanding obligations. (The Hilton Garden Inn Hotel is owned by the KCK Hotel Group, LLC, an entity which includes the Unified Government as a majority shareowner.)

2. Execute an exclusive third-party agreement for management of the Jack Reardon Center. (The Reardon Center is fully owned by the Unified Government and is proposed to continue as a publicly owned facility and managed under a new third-party agreement.)

Tracking #: 15311

Item No. 2 - ADOPTION: 2016 STATE LEGISLATIVE PROGRAM

Synopsis:

Request approval of the 2016 Unified Government State Legislative Program, submitted by Mike Taylor, Public Relations Officer.

The State Program was presented to the Commission and Wyandotte County Legislative Delegation during a special session held on December 10, 2015.

Tracking #: 15314

XI. COMMISSIONERS' AGENDA

XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Item No. 1 - COMMUNICATION: LAND BANK APPLICATIONS
Synopsis:
Request approval of the following applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Board of Trustees has recommended approval.

Land Bank Applications
2113 Pacific Ave. - Dean Zagortz, development
2029 Homer Ave. - Dean Zagortz, development
2024 Quindaro Blvd. - Ronald Smith, yard extension
2102 N. 30th St. - Mustaffa Muhammad, property maintenance
3120 N. 23rd St. - Vance Reynolds, future development
1621 S. Early Dr. - Tyler Curry, future development

Transfer to Land Bank
2113 Pacific Ave. from Board of County Commissioners
(part of land assemblage for Dean Zagortz)

Tracking #: 15270

XIII. PUBLIC ANNOUNCEMENTS

XIV. ADJOURN

Staff Request for Commission Action

Tracking No. 15322

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/17/2015	Joe Connor, Assistant County Administrator	x6724	jconnor@wycokck.org	Administrator's Office

Item Description: A Memorandum of Agreement with LIUNA/Public Service Employees Local Union #1290PE for 2015-2017. This is the 5th of 13 labor contracts to be ratified which represents 51% of the union workforce under contract
Action Requested: Adopt Resolution
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Resolution, 15322

RESOLUTION NO. _____________________

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

That the County Administrator of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified Government Clerk is hereby authorized and directed to attest the signature of said County Administrator and to attach the seal of the Unified Government thereto as the voluntary act of the Unified Government to a Memorandum of Understanding between the Unified Government of Wyandotte County/Kansas City, Kansas, and the Laborers' International Union of North America (LiUNA!) Public Service Employees, Local Union 1290PE, effective date from the date of execution through December 31, 2017.

ADOPTED BY THE BOARD OF COMMISSIONDERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ______ DAY OF _________________________, 2015.

____
Mark Holland, Mayor/CEO

ATTEST:

____
Unified Government Clerk

MEMORANDUM OF AGREEMENT

Between

THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

and

LiUNA!

Public Service Employees
LOCAL UNION 1290PE

Final Redline
–
2015-2017

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MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter called "Employer" or “UG”) and the Laborers’ International Union of North America (LiUNA!) Public Service Employees, Local Union 1290PE, (hereinafter called "Union") desire to provide better employee services to UG, a better understanding between UG and its employees, and better working conditions for the affected UG employees; and

WHEREAS, the qualifications, tenure, compensation and working conditions of public employment can now become a matter of agreement between UG and a Union to the extent permitted under K.S.A. 75-4321, et seq.; and

WHEREAS, the parties hereto desire to standardize salaries, hours of work, working conditions, health and safety measures and procedures for the settlement of differences for certain UG employees in the Street Maintenance and Traffic Regulations Divisions, Fleet Services Division, the Park Maintenance Division for the Parks and Recreation Department, the Transit Department and Sunflower Hills Golf Course, according to the following Memorandum.

ARTICLE 2 - RECOGNITION

Section 2.1: The Employer agrees to recognize the Union as the sole and exclusive bargaining representative for the hourly employees in the Street Maintenance and Traffic Regulations Divisions, Fleet Services Division, the Park Maintenance Division for the Parks and Recreation Department, the Transit Department and Sunflower Hills Golf Course.

Section 2.2: Only part-time employees employed within the bargaining unit positions defined as "Part-time A or B employees" by the UG's Human Resource Guide, shall be recognized as having rights created by the terms and conditions of this Agreement. Part-time A or B employees shall only be entitled to those employment benefits and to the extent set forth for them in the definition section of the UG's Human Resource Guide. Part-time employees shall not establish seniority for any purposes set forth in this Agreement, unless and until they become full-time employees and then their seniority commences from that date of full-time employment.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1: It is the intention of the parties hereto that the UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

The exclusive rights of the UG shall include, but are not limited to, its right to determine the qualifications of its employees; to establish or continue policies, practices and procedures for the conduct of the UG 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 employees; to select, determine and schedule the number and type of employees required; to assign work to such employees in accordance with the requirements determined by the UG; to establish and change work schedules; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to subcontract work; to discipline, suspend or discharge employees for just cause; to maintain the efficiency of the governmental operation; to lay off employees; to take actions as may be necessary to carry out the mission of the UG in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop Standard Operating Procedures, Rules of Discipline and Rules and Regulations not in conflict with this Memorandum, to establish and maintain reasonable standards for wearing apparel and personal grooming and all other prerogatives and responsibilities normally inherent in management of the UG which are not in conflict with the specific provisions of this Memorandum.

All management rights, power, authority and functions other than those relinquished by the UG in this Memorandum shall remain vested exclusively in the UG.

Section 3.2: The number of employees to be employed is at the sole discretion of the Employer. The fact that certain job classifications, salaries and wage rates are established, does not mean that the Employer must employ persons for any or all such classifications, or to man any particular piece of equipment or vehicle that happens to be on the work, unless, in the sole opinion of the Employer, there is a need for such employee.

ARTICLE 4 - ENTIRE MEMORANDUM OF AGREEMENT

Section 4.1: This Memorandum of Agreement supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the UG and the members of the Union or the Union itself and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein, which are subject to UG Ordinances existing at the date of this Memorandum. Any conflicts which may exist between existing UG Ordinances and provisions of this Memorandum of Agreement shall be determined in favor of this Memorandum. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 4.2: The parties further acknowledge that during the negotiations which resulted in this Memorandum of Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Section 4.3: Therefore, the UG and the Union for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively, but may, if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 5 - WORKING TIME

Section 5.1: Standard Work Week

The standard work week for regular full-time employees shall be forty (40) hours, within a consecutive seven (7) day period with two (2) consecutive days off, except where operational needs require otherwise. Heavy side mechanics may be scheduled to work on a Monday through Friday schedule. Employees shall be advised of any changes in the beginning of their standard work week.

The use of summer time hours from Memorial Day through Labor Day will be at the employer's discretion. Use of summer hours does not constitute a change of schedule.

Section 5.2: Standard Work Day

Except during shift or job change periods, a standard work day for regular full-time employees shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except for a thirty (30) or sixty (60) minute intermission for lunch as provided in the following Sections and except where alternative work schedules have been assigned. In Fleet Maintenance, employees will only be required or forced to work a maximum of sixteen (16) hours in a twenty-four (24) hour period.

Section 5.3: Meal Period

The parties agree that the following provisions shall govern employees' meal period during normal working hours.

a. Lunch periods shall be taken as follows:

Day Shift:	11:30 a.m. to 12:00 noon
Evening Shift:	8:00 p.m. to 8:30 p.m.
Midnight Shift:	3:00 a.m. to 3:30 a.m.

At the beginning of lunch period, those employees who have not brought their lunch shall proceed directly to the nearest establishment providing food, make a purchase of food, and proceed to an area designated by their supervisor as an eating area.

Employees will be allowed up to a maximum of fifteen (15) minutes "transportation time" for this purpose. Employees will then be allowed thirty (30) minutes to eat.

In no event, shall transportation time plus lunch period exceed forty-five (45) minutes from the time employees are released for lunch.

b. Field employees shall be permitted the use of UG vehicles for this purpose, provided that they are not parked in or on private property so as to obstruct or hinder other clientele of the establishment.

c. If normal lunch periods cannot be taken due to job responsibilities, employees shall first notify and receive permission from the superintendent before proceeding to lunch.

d. In the Fleet Services Division, meal periods will be taken so that one employee is on duty at all times, unless the employee is the only person on shift.

e. Transit Division Employees and employees actively engaged in snow removal shall eat their meals while they are working and shall not be given an assigned meal break.

Section 5.4: Rest Periods

Employees will be allowed not to exceed two (2) ten (10) minute rest breaks (one each morning and one each afternoon) per normal working day. Rest breaks shall not be taken in conjunction with the employee's lunch period. Rest breaks shall be limited to the job site, whenever possible.

Section 5.5: On the regularly scheduled night shift, in the Street Division, employees shall receive eight (8) hours pay for seven (7) hours worked and this shift shall be at least five (5) consecutive nights.

Section 5.6: Fixed Evening Shift and Weekend Shift workers on the evening shift and weekend shift employees who successfully bid upon or who are assigned on an evening or weekend shift shall receive sixty-five cents (65¢) per hour shift differential pay for all hours worked and all paid leave.

Section 5.7: Employees who have reported for duty at their normal shift starting time, but are not allowed to start to work, shall receive a minimum of two (2) hours pay. These employees shall, whenever possible, be notified within one (1) hour after their normal shift starting time whether they will be allowed to start to work. This show-up time shall be offered, initially, on a voluntary basis at the discretion of the Division Head.

Section 5.8: When employees are required to remain at work during inclement weather, they shall not be required to jeopardize their safety or health, except in cases of emergency, in order to provide services to the public.

Section 5.9: Whenever safely possible, vehicles and/or equipment must remain on public streets, parked in accordance with all applicable laws and ordinances. Violations and fines for improper or illegal parking shall be the responsibility of the employee(s).

Section 5.10: Tardiness

a) Employees reporting late for work shall be docked according to the following schedule:

1 to 15 minutes late.............No penalty. (See Section 5.10(b))
16 to 30 minutes late.............Penalty of 1/2 hour's pay.
31 to 60 minutes late.............Penalty of 1 hour's pay.
Over 60 minutes late.............Penalty of all pay for the time missed until the employee reports to the job site.

b) Employees who are tardy by more than three (3) minutes or fail to punch their time card three (3) times in a consecutive twelve (12) month period shall be given a written warning upon their third tardiness or failure to punch time card and upon being tardy or failing to punch their time card on any additional occasions within that same consecutive twelve (12) month period shall be subject to the following discipline:

Fourth offense: 1 day suspension without pay.

Fifth offense: 3 day suspension without pay.

Sixth offense: 5 day suspension without pay.

Seventh offense: 10 day suspension without pay.

Eighth offense: Termination.

c) When Employees are notified that they are subject to discipline for failure to punch-out on their time card at the conclusion of their work shift they may discuss such notification with their immediate supervisor and, if that supervisor agrees in writing that the employee worked the time in dispute, the discipline shall not be imposed.

d) Employees, at their request, shall be allowed to review their own time records to determine the number of tardies occurring during the previous 12 months.

ARTICLE 6 - DISCHARGE AND DISCIPLINE

Section 6.1: The Employer agrees that it will discipline and/or discharge employees, except for probationary employees, only for just and proper cause. Discipline shall be issued no later than fifteen (15) working days either after the occurrence or the discovery of the incident or conduct and the identification of the employee or employees who should receive discipline as a result thereof. The fifteen (15) day limit may be extended by mutual agreement of the parties. Probationary employees may be disciplined or discharged at the sole discretion of the Employer without recourse to the provisions of this Memorandum. Bargaining unit members shall be granted Union representation at disciplinary hearings, if they so desire.

Section 6.2: The following reasons, by themselves, shall be considered justification for immediate termination of employees covered by this Memorandum of Agreement with no opportunity for reinstatement:

a. Reporting for duty while under the influence of alcohol, cereal malt beverages, drugs or other controlled substances not specifically prescribed by a licensed, registered physician.

b. Any use of, or possession on an employee's person, or being under the influence of any intoxicating beverage or controlled substance while on UG time or premises.

c. Being in taverns, private clubs or liquor stores during any and all working hours, including rest breaks and lunch periods.

d. Any theft or conversion of public property.

e. Possession of a firearm or other deadly weapon on UG property, in UG vehicles, or on one's person while on duty.

f. Physical assault and/or battery upon a supervisor or another employee, unless the employee was acting in self-defense.

In the event that a discipline grievance involving conduct identified in this Section 6.2 proceeds to arbitration, the arbitrator's sole authority and jurisdiction shall be to determine whether the employer has met its burden of proof in establishing that the employee engaged in the identified conduct. The arbitrator shall have no authority or jurisdiction to adjust the amount of discipline imposed.

Section 6.3: Progressive Discipline. The parties agree that employee discipline is most effective when discipline is proportional and progressive. As a result, the UG agrees that it will follow a "progressive" system of discipline. The parties acknowledge that any or all steps of the progressive system may be by-passed in cases of serious misconduct, poor performance, or other violations of policy and/or this Agreement. The parties agree, except in the case of a flagrant violation or except in case of a violation of an offense enumerated in Section 6.2 above, to the concept of progressive discipline.

If the Employer feels that an offense is flagrant and/or damaging to the UG or to the pertinent Division, the Employer shall have the right to impose appropriate discipline, including termination, regardless of the number of offenses. In such cases, employees, except those who have not successfully completed their probationary period, shall retain the right to the grievance procedure.

The word "flagrant" for these purposes shall mean conduct which is conspicuously bad or objectionable, exceeding reasonable limits or conspicuously wrong, faulty or improper. Examples of "flagrant" conduct shall include insubordination, physical assault and/or battery upon a supervisor or another employee, incompetence in performance of duties, and gross neglect of duties.

Past discipline in the form of a verbal or written warning may not be considered for purposes of progressive discipline after twelve (12) months.

Section 6.4: Employees who are justifiably terminated shall forfeit all employment benefits and rights except accumulated vacation days, retirement benefits in accordance with applicable law and any accrued wages.

Section 6.5: Any employee who fails to report to his superior any discernable on-the-job injury, disease or illness or known exposure to any illness, contracted or aggravated as a result of his employment, by the end of his shift, shall be subject to discipline.

Section 6.6: Upon separation from employment with the UG, all safety equipment, hard hats, uniforms, vests, protective eye wear or other equipment provided the employee by the UG shall be returned. Failure to do so shall result in the employee's final paycheck(s) being withheld, as allowed by law, until all missing items are returned or replaced by the employee as permitted by K.S.A. 44-319(b)(3), provided that such withholding does not reduce the employee's compensation paid, less the withholding, to below the minimum wage under either State or Federal law.

Section 6.7: Employees, and/or members of their immediate families, who have or who may develop personal problems, which qualify for assistance under the UG's Employee Assistance Program, and which interfere with the employee's job productivity and/or ability to lead normal lives, may be required (or may submit voluntarily) to participate in the UG's Employee Assistance Program. Participation in this program shall be in accordance with the terms and conditions accorded other employees of the UG, as outlined in the UG Human Resource Guide, as may be amended from time to time.

Section 6.8: Employees under reasonable suspicion of drug or alcohol use shall be required to submit to the appropriate testing. Employees shall remain on the clock until they can be tested. Employees refusing to submit to such tests shall be subject to discipline. (See Alcohol & Drug Testing Article).

Section 6.9: Employees, who file grievances relating to a disciplinary suspension, shall not be required to serve such disciplinary suspension until completion of Step 3 of the grievance procedure when the suspension is for three (3) work days or less and completion of Step 4 if more than three (3) work days, unless the employee's violation is considered to be flagrant or the safety or health of employees or others are jeopardized or the employee is rendered legally incapable of performing his job duties. Discharges, flagrant violations and discipline issued in accordance with Section 5.10 are excluded from this section.

Section 6.10: Employees who have exhausted all accumulated leaves and who are absent from work shall be subject to discipline for this unauthorized absence and shall not receive pay for this time, except in the case of catastrophic illness.

ARTICLE 7 - MILITARY LEAVE

Section 7.1: Any employee who voluntarily or involuntarily enters the Military service, including all Guard and Reserve units of the Armed Forces of the United States, may be placed on military leave of absence without pay.

Section 7.2: 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 military obligation in accordance with 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 separation from the service he shall be entitled to such benefits accruing to him under existing Federal laws and regulations.

Section 7.3: Any employee on military leave shall report for duty with the UG within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned.

Section 7.4: An employee's paid leaves (e.g. sick leave, holiday, vacation, etc.) shall only accrue during military leave when required by law.

Section 7.5: Employees may request, and be allowed to use, any accrued vacation time for military service, provided, that the employee has requested and received permission from the Division Head.

ARTICLE 8 - HEALTH AND SAFETY

Section 8.1: All employees covered by this Memorandum shall comply with all safety rules and manuals and traffic regulations of the UG and safety rules relating specifically to their respective department/division.

Section 8.2: The Employer shall see to it that each crew is provided with necessary health and safety equipment, including rain gear, and the employees shall be responsible for the return of all equipment. It shall be the employee's responsibility to care for all such equipment, normal wear and tear excepted. The equipment may be replaced by the Employer only upon the employee returning the equipment and the UG being satisfied that the equipment needs to be replaced due to normal wear and tear.

Section 8.3: All work performed in heavy traffic on designated Hot Routes and Secondary Routes shall be protected in the appropriate manner (e.g. traffic cones, barricades and/or buffer trucks), except in emergency situations, as determined by UG.

Section 8.4: Employees exposed to impact, falling or flying objects, electrical shock or burns, must wear protective headgear.

Section 8.5: Communication Equipment. Each crew, when operating motorized equipment, and each operator when operating a loader, sweeper or tractor and physically segregated from his crew, shall be provided communication equipment for safety purposes. Employees are required to exercise reasonable care in protection of the communication equipment and may be subject to discipline for negligence which results in loss or damage to this equipment and/or its unauthorized use.

ARTICLE 9 - UNION-MANAGEMENT SAFETY COMMITTEE

Section 9.1: It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of the UG, the Union, employees and citizens of the Unified Government that equipment should be operated properly and safely at all times, and that all reasonable safety precautions and devices should be utilized at all times. In the furtherance of this policy, a joint Union-Management safety committee is established.

Section 9.2: The Joint Union/Management Safety Committee, hereinafter called "Safety Committee," shall meet quarterly and shall be comprised of the following members; the Deputy Director of Public Works who shall be the chairperson of the committee; the Street Division Manager or designee, the Deputy Director or designee of the Parks & Recreation Department, the Transit Department manager or designee, President of the Union, the Chief Union Steward and a Union Steward. Other persons may be called upon to participate on an "as needed" basis.

Section 9.3: Safety rules and regulations may be recommended by the Safety Committee to the Deputy Director of Public Works or his designee and he or she shall have the right to adopt, reject or revise said rules or regulations promulgated until they are approved by the

Deputy Director of Public Works. Said rules and regulations shall cover personal protection, conduct of employees, work standards, equipment, appurtenances and sanctions for willful disregard or omissions.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.1: The term "grievance" as used in this Memorandum shall be any dispute, disagreement, or difference between an employee and the UG as to the meaning of any terms or provisions of this Memorandum and as to the manner in which these provisions are applied. In this Article, all references to "days" specifically mean business days which are Mondays through Fridays and excludes all holidays as identified in this Memorandum.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the Union may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The Union's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

Grievances are to be processed and/or settled in accordance with the following:

Step 1: The employee or the employee's Union representative, raising the grievance shall present it to the employee's immediate supervisor in writing, within five (5) working days from the time the grievance occurred or became known. Otherwise, it need not be considered. The supervisor shall provide the employee and the employee's Union representative with a written response no more than 5 days after the grievance has been presented to the supervisor.

Step 2: If the grievance is not resolved at Step 1, it shall be submitted in writing to the respective division head within five (5) working days of receipt of the Supervisor's response in Step 1. The division head or her representative or designee shall provide the employee or a steward with a written response to the grievance no more than five (5) working days after presentation of the grievance as set forth in this Step.

Step 3: If the grievance is not resolved at Step 2, the employee or Union Steward shall notify the Union Business Manager of his dissatisfaction and shall request, in writing, a review of the grievance by the Director of Public Works or his designee. The Union Business Manager shall make a formal request, in writing, to the Director of Public Works, for a Step 3 hearing on the grievance. Requests for a Step 3 hearing must be submitted within five (5) working days of the Division Head's response in Step 2. The Director of Public Works, or his designee, shall schedule a hearing within fifteen (15) days of the receipt of the request for review of grievance. If the grievance is not scheduled within fifteen (15) days of the receipt of the request for review of the grievance, the grievance shall be disposed of in favor of the union. The Director of Public Works, or his designee, shall render a decision on the matter within thirty (30) working days of the Step 3 hearing. If the decision is not rendered within 30 working days, the grievance shall be disposed of in favor of the union. These deadlines may be extended by mutual agreement of the Employer and the Union.

Step 4: If the grievance is not resolved at Step 3, the Union Business Manager may determine to advance the grievance to arbitration. Individual employees may consult with the Business Manager regarding whether arbitration is appropriate, but the final decision as to whether a grievance will be advanced to arbitration must be made by the Business Manager. No individual employee is independently authorized to advance a grievance to arbitration. Should the grievance be advanced to arbitration, the Union Business Manager will provide the Employer written notice of intent to arbitrate within ten (10) working days of receiving the Step 3 hearing decision. The Employer and the Union shall request a panel of impartial arbitrators from the Federal Mediation and Conciliation Service. Within a reasonable time (no more than thirty calendar days) of receiving the panel, the Employer and Union shall meet to select an arbitrator. Selection will be accomplished by alternating "strikes" until one name is left on the list. The Union and employer agree to flip a coin to determine which party will have the first strike. The arbitration hearing shall be scheduled at a mutually agreeable date and time. The Employer and the Union agree to share equally the costs of requesting the panel and any fees due to the arbitrator.

Section 10.2: It shall be the responsibility of the employee to properly and promptly respond to the procedure herein itemized. Grievances not raised by employees within the time limitations stated shall not be considered. Furthermore, failure on the part of either party to promptly respond to the procedures outlined herein shall result in the grievance being disposed of in favor of the non-defaulting party. However, any deadlines to which this section applies may be extended by mutual agreement of the parties.

Section 10.3: It is mutually agreed that a representative of the Union and a representative of the Employer shall meet quarterly, as needed, to discuss other matters of concern or interest to either party that may, from time to time, arise.

ARTICLE 11 - UNION STEWARDS

Section 11.l: The Union shall appoint a Chief Steward, a Steward for regularly designated night shifts and a Steward for the outlying districts except the centralized garage. All Stewards shall be subject to the same terms and conditions of employment as any other employee, and they shall not be discriminated against by reason of the fact that they are serving as Stewards.

Section 11.2: Stewards shall be working employees who shall, in addition to their regular work to be permitted reasonable time to perform, during regular working hours, much of their duties as Stewards, including the adjustment of grievances, as cannot be performed at other times. All Stewards must request, and receive, their Supervisor's permission to perform Union work, and may not leave an assigned work area without such permission. The Union hereby agrees that all such duties shall be performed as expeditiously as possible.

The union may have no more than five (5) stewards designated as part of the Union negotiating team who may remain in pay status for negotiating with the UG during regular work hours. These Union team members will not be in pay status for time spent negotiating outside the specific team member’s regular shift. For purposes of this agreement, negotiation includes caucuses held in conjunction with the negotiation sessions. The Union must designate up to and including the five (5) stewards no later than the first bargaining session and cannot substitute for the designated stewards unless a designated steward is no longer a bargaining unit member.

Section 11.3: In the absence of a duly authorized Steward, the Chief Steward shall handle all grievances at the particular location when called upon to do so. The Chief Steward shall receive full pay and benefits while in the process of conducting these duties. The Union hereby agrees that all such duties shall be performed as expeditiously as possible.

Section 11.4: The Employer shall notify the Union each time a Steward is transferred or discharged.

Section 11.5: The Union shall notify the Employer of any change in the status of Stewards. Such notification shall be in writing and shall be addressed to the Director of Public Works.

ARTICLE 12 - FAMILY DEATH AND FUNERAL LEAVE

Section 12.1: In the event of a death in the immediate family of a regular employee, the employee shall be granted funeral leave with pay, but not exceeding three (3) consecutive work days. The funeral must fall within the three (3) day period. Employees shall be required to provide verification of attendance at the funeral.

Section 12.2: "Immediate family" shall be defined as child, spouse, grandchild, parents, grandparents, great-grandparents, current spouses' grandparents, step parent, step child, brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law and daughter-in-law. The employee shall provide satisfactory proof of death and proof of his attendance at the funeral within five (5) working days.

ARTICLE 13 - HOLIDAYS

Section 13.1: The following days are to be recognized as paid holidays:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day

Section 13.2: In addition to the above enumerated holidays, employees covered by this Memorandum shall receive any additional days officially declared by the Unified Government Commission as paid holidays.

Section 13.3: To be eligible for any paid holidays, an employee must work his regularly scheduled shift preceding the holiday and the regularly scheduled shift immediately following the holiday or on paid leave which has been pre-approved at least twenty-four (24) hours before the scheduled day off. The time periods for all such holidays shall be 12:01 a.m. to 12:00 midnight.

Section 13.4: Employees, who volunteer for overtime on a holiday, must report to work as scheduled unless they are excused by a supervisor at least 48 hours prior to the time they are scheduled to work. Employees shall be subject to the following progressive discipline for every unexcused scheduled overtime absence that occurs within a twelve month period:

First Offense: One day suspension

Second Offense: Three day suspension

Third Offense: Five day suspension

Fourth Offense: Termination

ARTICLE 14 - SICK LEAVE

Section 14.1:

A. Entitlement

1. All permanent employees shall accumulate leave with pay on account of sickness or non-duty related injury at the rate of one and one-fourth (1/4) calendar day (ten equivalent hours) for each calendar month of full service by such employees.
2. Sick leaves shall not accumulate during general leaves of absence, extended military leave, suspension or layoff.
3. Employees must actually work or be credited with working at least twelve (12) days per month in order to accumulate the sick leave entitlement.
4. Employees who use accumulated sick should be compensated at their straight-time wage rate.

B. Limitation of Accumulation

There shall be no limit on the number of sick days that the employee may accrue.

C. Termination and Retirement

All accumulated sick leave is abolished when the employee is separated from employment. However, if at retirement (or upon death while employed), the employee has sick leave on the books, he/she will receive a bonus: three (3) months pay is given as a reward to the employee who has at least ninety (90) working days of sick leave on the books; the reward for less than ninety (90) working days of sick leave is given by exchanging one (1) working day for one (1) calendar, and prorating at one-thirtieth (1/30) of a month for each calendar day.

D. <u>Use Provisions</u>

The payment to an employee of paid sick leave shall be subject to the following rules:

1. Sick leave must represent cases of bona fide sickness or disablement. Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness or injury. Sick leave may be utilized for maternity leave, or physical or mental illness. If an employee is off more than two (2) consecutive assigned shifts he will be required to bring proof of a bona fide illness or injury.
2. The granting of sick leave shall be at the determination of the Director or his designee.
3. The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness at least one (1) hour before such paid sick leave is due to begin, unless the delay of such notification can be

shown to be unavoidable.

4. If an employee within any twelve (12) consecutive month period has: (1) used more than sixty-four (64) hours of sick leave; ***or*** (2) used three (3) or more sick leaves occasions immediately before or immediately after his regular days off, or any paid leave, he shall be classified as an "excessive user of sick leave." The employee shall be notified in writing when he is placed in this category. When an employee is so classified, he shall be subject to the following rules concerning use of sick leave:

a. After an employee has been notified in writing that he has been classified as an excessive user of sick leave, on the next sick leave he shall furnish a statement from a physician to the Director or his designee. The statement shall contain the physician's report as to the cause for the employee's absence, the probable length of time of the necessary sick leave and the physician's statement that the employee was unable to work the day(s) that he was absent.

b. If the employee does not furnish a physician's statement as provided, he shall be subject to the following discipline:

   1. 1st offense - Three (3) work days suspension without pay.
   2. 2nd offense - Five (5) work days suspension without pay.
   3. 3rd offense - Ten (10) work days suspension without pay.
   4. 4th offense - Termination.

c. Any sick leave hours used or any sick leave occasions prior to January 1, 2016 shall not be used for purposes of this Section 14.1(D)(4).

5. The UG will provide an account of sick leave used on a monthly basis with a copy also being provided to the union only at year end.

E. **Dual Employment Prohibition**:

Employees on sick leave are prohibited from being gainfully employed by any employer other than UG.

F. **Holiday Pay**:

Holiday pay will be applied in lieu of sick leave credit for an employee absent on a holiday because of illness, provided the employee has sick leave credits available.

G. **Return to Work Release**:

After any extended illness an employee shall be required to provide a release from a hospital or physician that the employee is able to return to duty.

Section 14.2: SICK LEAVE BUY BACK

Beginning December 1, 1997 and each December thereafter, regular employees who have a minimum of two hundred and forty (240) hours of accrued and unused sick leave may, on an annual basis, elect to covert sick time to payment on a one to one conversion rate, at the employee's regular base rate of pay, based on the employee's utilization of sick leave since December 1 of the prior year.

The maximum conversion rates are listed below:

Maximum Number of Sick Days Maximum Number of Hours

Sick Leave Hours Used	for Conversion	to convert
0-7.9	5	40
8.0-15.9	4	32
16.0-23.9	3	24
24.0-31.9	2	16
32.0-39.9	1	8
40 or more	Not Eligible	0

Section 14.3: SICK LEAVE DONATION

a. Employees may donate up to 40 hours of sick leave to employees who are off sick as a result of a catastrophic or life threatening illness or injury or any other qualifying illness or injury, as determined by the Employer, and who have exhausted their sick leave credits, vacation time, and compensatory time. Donating employees must have at least 100 hours of sick leave accrual remaining after their donation. The donating employee may specifically designate to whom the donated hours may be given.

b. Donated sick leave will not be converted into any other compensation. Donated sick leave will not be paid out upon separation. Once donated, sick leave cannot be returned to the donor.

c. Employees on workers' compensation leave or receiving disability payments from a UG sponsored disability policy are not eligible for donated sick leave.

Employees disciplined for violation of the sick leave policy set forth in this contract during the previous twelve (12) months are not eligible to receive donated sick leave. Employee must have successfully completed their probationary period in order to be eligible to receive donated sick leave.

ARTICLE 15 - PROBATIONARY PERIODS

Section 15.1: All employees shall be subject to a probationary period of six (6) months duration from their date of hire. Upon completion of the probationary period, the employee shall be considered permanent and shall be accorded all rights and privileges available to all other employees. This section shall not apply to seasonal or summer employees.

Section 15.2: Any interruption of employment (leave, sickness, injury, etc.) in excess of five (5) working days, during the probationary period shall not be counted a part of the probationary period.

Section 15.3: Probationary employees may be discharged or disciplined at the sole discretion of the UG without recourse to the provisions of this Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period, but upon completion of the probationary period shall be credited with seniority to their date of hire.

Section 15.4: No employee shall be allowed to avail himself of paid sick leave until he has completed his probationary period with the UG.

Section 15.5: Probationary employees shall accrue sick leave from their date of employment, but may not use such accrued sick leave until the successful completion of their probation. Probationary employees shall not have their probation extended beyond six months except where § 15.2 is applicable.

ARTICLE 16 - UNION DUES AND AUTHORIZATIONS

Section 16.1: Upon delivery to the Employer of a proper written authorization and assignment, the UG agrees to deliver to the Union, as hereinafter provided, the regular dues, supplemental dues and initiation fees of those employees.

Section 16.2: The written authorizations and assignments, signed by the employee for whom the deductions are to be made, shall be on a form in compliance with law. Said authorization and assignment shall be effective until the employee gives written notice to both the Employer and the Union of said employee's desire to terminate the assignment. Such written notification to terminate the assignments will become effective only on the one year annual, recurring anniversary of the employee's execution of their authorization for representation card.

Section 16.3: Where the Employer has received from an employee covered by this Memorandum of Agreement an authorization and assignment, the Employer agrees to deduct from the pay check of the employee such sums monthly as shall be from time to time established and certified by the Union to the UG.

Section 16.4: The Employer agrees to transmit the total amount of the initiation fees and dues to the Union on or before the end of each month.

Section 16.5: Each month the Employer shall furnish the Union a copy of the payroll deductions for Union dues of all employees covered by this Memorandum.

ARTICLE 17 - WORKING RULES

Section 17.1: Any employee may be temporarily shifted by the Employer from one classification of work to another, from one piece of equipment to another, or from one shift to another, provided, that the employee is immediately capable of performing the work and is paid the rate of pay of the higher classification, if different. The Unified Government shall provide employees ten (10) work days' notice of any temporary change in their work shifts. The employer may step employees up to a higher classification for a period of one-hundred twenty (120) work hours without being required to pay a step-up rate of pay, when the step up is for training purposes, once the employee has been fully trained and/or certified in that higher classification, he shall be compensated at the higher rate for each shift that he performs the duties of the higher classification when so directed by his supervisor.

Section 17.2: The Employer shall furnish clean, fresh drinking water and ice at work starting time, or just as soon as possible thereafter, on all jobs, as needed.

Section 17.3: In cases of snow removal or other emergency work, an employee shall not be required to work more than six (6) consecutive hours without a lunch period. In addition, no employee shall be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period. Such twenty-four (24) hour period shall be deemed to have started as of the time the employee reported for duty.

Section 17.4: All employees shall be supplied full uniforms. Employees shall be 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; provided, that if the employee has obtained a written exemption from a licensed physician stating that the employee is unable, due to medical reasons, to appear fully uniformed then the employee may be excused to the extent allowed by the written exemption.

Section 17.5: All employees required to operate vehicles in excess of 26,000 pounds, who transport hazardous materials and employees involved in vehicle maintenance and repair or employees involved in the transport of passengers shall be required to acquire and/or maintain a Kansas commercial drivers license with the proper endorsements in order to continue in their employment. Additionally, employees who operate UG vehicles or equipment which require only a regular Kansas drivers license, must maintain said license in order to continue in their employment.

Section 17.6: Whenever the Employer has just cause to suspect that the physical or mental condition of an employee is endangering his own health or the safety of fellow workers or citizens, the employee may be requested to submit to an examination by a physician, psychiatrist or psychologist of the UG's selection, without expense to the employee, and said employee must submit to same examination. The examination shall only be for the purpose of determining his physical or mental condition relative to UG employment.

Section 17.7: All employees covered by the Fleet Maintenance Division shall consist of four (4) separate sections: Heavy Maintenance, Light Maintenance, Parts Room and Special Set Up. Each separate section will maintain a separate seniority list which will be used for vacation, overtime, job bidding or promotions. Sections shall be allowed to interchange employees in emergency situations. Emergency shall be defined as to guarantee the safety of the citizens of the Unified Government.

Section 17.8: All shifts in the Transit Department, including relief drivers, shall be selected by seniority on a quarterly basis.

ARTICLE 18 - SENIORITY

Section 18.1: It is agreed that upon completion of the probationary period, employees shall be credited with seniority from the employee's last date of full-time employment with the UG, City or County, as applicable.

Section 18.2: An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) calendar days, and seniority accumulation shall resume when the employee properly returns to full-time work at the end of such leave.

Section 18.3: An employee's seniority shall terminate if: an employee quits or resigns; is laid off for a period of one (1) year or more; fails to report to work after an approved leave of absence or layoff within ten (10) calendar days following delivery to the employee's last known address of notice to return to work; or, if an employee is discharged for just cause.

Section 18.4: Seniority lists shall be furnished to the Union and posted on employee bulletin boards. These lists shall be updated in January and July of each year.

Section 18.5: Each physical location covered by this Memorandum shall maintain a seniority list for use in the scheduling of vacations. An employee transferring from one location to another shall be dovetailed into the seniority list of the new location and removed from the seniority list of the old location.

Section 18.6: Layoffs due to reductions in force shall be made by job classifications and seniority within those job classifications. All affected job classifications shall be determined by the Employer.

ARTICLE 19 - LAYOFFS AND RECALLS

Section 19.1: Permanent employees may be laid off due to a reduction in force or for other reasons. Such employees are subject to recall for a period of one (1) year. Layoffs or job displacement due to reduction in force shall be made from job classifications according to Bargaining Unit seniority. Any employee laid off or displaced from his job, due to reduction in force, shall be permitted to displace a junior employee in any position for which he has Bargaining Unit Seniority and qualifications. An employee shall have not to exceed ten (10) work days to demonstrate his qualifications and ability to properly perform the duties of the job at the determination of the immediate supervisor.

Section 19.2: Laid off employees are considered to take preference over all new applicants for position openings in the job classification from which the employee was laid off. This shall not be interpreted as the promise of a new job, but only as the stated intent to recall laid-off employees if openings occur for which they may qualify.

Section 19.3: Re-appointment to any UG position after one (1) year from the date of the lay-off is not considered a recall, but a rehire. A re-hire carries no benefits with it, and is the same as new employment.

Section 19.4: The term "recall" shall apply only to those employees separated from UG employment by a layoff. Re-employment after resignation or discharge (or beyond one (1) year after the layoff date) shall be considered new employment and not a recall.

Section 19.5: Accepting any permanent UG position constitutes a recall and shall automatically remove the employee's name from the recall file.

Section 19.6: If the department call's employees back to work, the recall shall be in reverse order of the layoff within the appropriate job classifications. Employees to be recalled must be physically capable of performing and qualified to perform the work.

Section 19.7: When contacting a laid-off employee for recall, the employee must report to work within ten (10) working days following such contact. Failure to report within this period shall remove the employee's name from the recall file.

Section 19.8: The department shall have fulfilled its stated obligation to the laid-off employee if it makes one bonafide offer comparable in duties and wages to that from which the employee was laid-off. Any laid-off employee who declines an offered position shall be removed from the recall file.

ARTICLE 20 - PROMOTIONS AND BIDDING

Section 20.1: It is understood and agreed that it is the responsibility of the Employer to determine the size of the work force, to declare job opportunities available and to determine relative qualifications, including ability, education, and experience of bidding employees for a vacant position.

Section 20.2: In order to qualify for a permanent promotion, an employee must be able to immediately perform the job.

Section 20.3: When any permanent job vacancy exists in a bargaining unit position, the UG may determine within a reasonable period of time from the declaration of the vacancy by the

UG, whether such position shall be filled. If it is determined that the position is to be filled, it shall be posted within a reasonable period of time from the determination to fill it. However, even if the Employer initially determines not to fill a position, the Employer expressly reserves the right, at any later time, to determine that such position should be permanently filled and may then post the same for bid.

Section 20.4: If the employer determines that a position is to be permanently filled, the following procedure shall govern:

a. Transfers: Such job vacancies shall first be posted for qualified employees to request a transfer to these positions when applicable as provided herein. Qualified employees within the same or greater job classification and employed within the same Department or Division as the posted position, may request a transfer to the permanent posted vacant position. If more than one qualified employee is requesting a transfer to fill the permanent vacancy, then the more senior employee (job classification seniority) shall receive the transfer. Successful applicants for the transfers shall be required to remain in that new position for a minimum period of twenty-four (24) months. Transfers under this section shall be limited to one (1) transfer per calendar year in or out of any particular District, or if no District exists then within a Department or Division. The transferred employee(s) shall accept whatever vacation times which are assigned to them for the remainder of that year in which the transfer occurs. The vacancy created by the transferring employee vacating his original position shall not be filled by another transfer but may be filled through the bidding procedure set forth in sub-paragraph (b) herein, at the discretion of the UG.

b. Bids: If the permanent vacancy is not filled by the procedure set forth in sub-paragraph (a) herein, such job vacancies shall be posted for not less than seven (7) calendar days along with information relating to the qualifications required for the position, the department and the location of the position and the assigned hours of the job at the time of the bid, which hours are subject to change at a later time.

c. Such vacancies shall be awarded to the best qualified applicant considering the applicant's training, education, experience, performance and ability as long as such selection does not contravene any affirmative legal responsibility placed upon the UG, and if all qualifications are equal, then seniority shall control in selection of the employee to fill the job vacancy. Provided that, employees employed as Equipment Operator I's or II's who are seeking promotion to the next level of Equipment Operator (e.g. Equipment Operator II to Equipment Operator III) must be certified by the Department as being qualified to operate the equipment required to be operated for the promoted Equipment Operator position. Once those employees have been certified then selection for those vacant Equipment Operator II or III positions shall be governed by the seniority of the qualified (certified) employees.

Section 20.5: Consistent with the UG's Affirmative Action Plan or applicable judicial decree, it is agreed that when reasonable, vacancies occurring in positions within the bargaining unit shall be filled by the promotion of qualified employees.

Section 20.6: Nothing herein shall prohibit the Employer from advertising for applicants for bargaining unit positions, which positions, within the UG's determination, require special education, training, ability, experience or certification, or for positions which have been posted and remain unfilled due to lack of bidders or lack of qualified bidders.

Section 20.7: When employees are promoted or transferred they shall serve a one-hundred twenty (120) day promotion probationary period during which the UG may demote the promoted employee upon providing that employee and the Union with the reasons therefore. Employees, who are subject to the promotional probationary period, shall receive the pay commensurate with the position. The employee may grieve this decision as provided herein.

Section 20.8: Within the Street Division, if the Union, Management and employees agree transfer from one district to another may occur provided that employees are of equivalent classifications and are subject to the stipulations in Section 20.4.

ARTICLE 21 - VACATION

Section 21.1: The following vacation entitlement schedule shall apply. to all employees covered by this Memorandum. All vacation days shall be computed on the basis of working days.

Vacation Entitlement

Consecutive Years of Service	Entitlement
1-4	11 Working Days (88 hours)
5-8	17 Working Days (136
9-13	20 Working Days (160
14-19	25 Working Days (200
20 or More	28 Working Days (224

January 1st of each year shall be the date used to determine the number of consecutive years any employee has been employed with the UG.

Section 21.2: Employees shall not be required to take their vacation all at once. Generally, vacation time shall be taken in periods of five (5) consecutive working days or more. Provided, that for Departments engaged in snow removal no vacation of five (5) consecutive working days or more may be scheduled between the second Friday of November and the last Friday of February of each year. A written request must be made to the employee's supervisor at least two (2) working days prior to the requested vacation leave. The request shall be granted or denied as soon as possible, but not less than twenty (24) hours before the first day of the requested vacation leave.. Vacation may be taken in not less than one-half (1/2) day increments. As clarification, this agreement does not exempt any department from this provision.

Section 21.3: All but forty (40) hours of an employee's annual vacation entitlement shall be scheduled between January 15th and February 1st of each year. Employees must select their vacation preference(s) on the date the Employer requests the information. Seniority shall govern the scheduling of vacation. Seniority shall be exercised by the most senior employee selecting all of their vacation, but for the forty (40) hours which employees are permitted to schedule throughout the year, succeeded by the next most senior employee until all employees have scheduled all of their vacation, but for the forty (40) hours which employees are permitted to schedule throughout the year. If an employee does not select their vacation when requested to do so, they shall be assigned scheduled vacation leave by the Employer from those available vacation leave time slots remaining available after all other employees have selected their vacation. Any such vacation scheduled prior to February 1st, may be changed at the request of the employee provided that manpower permits the requested change. A change request from an employee must be submitted at least one week prior to the scheduled vacation. Preference for vacation scheduling shall be made according to division-wide (or, where applicable,) district-wide seniority. Vacation request forms will be made available by February 1st of each year. Vacation scheduled on or after February 1 will be allowed on a first come, first served, basis.

Section 21.4: Any paid holiday that falls during an employee's vacation shall not be counted as a vacation day. The employee shall be granted an additional day of vacation under such circumstances.

Section 21.5: Pro-Rata Vacation

For the purpose of computing vacation hours, an employee shall earn one-twelfth (1/12) of his vacation hours for each month of service during the twelve month period preceding January 1 of each year. Each month in which an employee works fifteen (15) days shall be considered a month of service.

Section 21.6: The employee may be allowed to carry-over up to five (5) working days vacation. Any such carry-over shall be scheduled and used within the following calendar year. Otherwise, the accumulated vacation will be forfeited.

ARTICLE 22 - JURY DUTY AND COURT APPEARANCES

Section 22.1: Employees shall be granted a leave of absence with pay for required jury duty when such duty occurs during his regularly scheduled shift. Employees shall be granted a leave of absence with pay when otherwise required by applicable law or for other required appearances before a court when the employee appears in his capacity as an employee of the UG. Where an employee works a shift that does not correspond to the time when jury duty, court appearance or other appearance required by law, the employee shall be granted a leave of absence from the shift immediately following, if on evening shift, or immediately before, if on graveyard shift, the jury duty, court appearance or other appearance required by law. In all cases where the employee receives leave of absence under this section, the employee must provide adequate proof that he actually appeared for the jury duty, court appearance or other appearance required by law. Failure to provide such proof within three (3) working days of the last day of absence will result in a three day suspension. On the next offense, the employment may be terminated.

Section 22.2: Employees absent from work because of jury duty shall be paid their regular rate of pay, less jury pay.

Section 22.3: Employees appearing in court as a witness in their capacity as UG employees shall be paid their regular rate of pay. Employees appearing in court in personal capacities shall not be entitled to this leave.

Section 22.4: Employees shall notify their immediate supervisors as soon as possible, but in no case less than two (2) working days in advance of the beginning of jury duty.

ARTICLE 23 - OVERTIME PROVISIONS

Section 23.1: All time worked in excess of the normal work day or normal work week or prior to the employee's regularly assigned shift on the day of that shift, shall be paid to the employee at the overtime rate of time and one-half (1 1/2) his classified wage rate. Employees who are required to work between the hours of 12:01 a.m. and 11:59 p.m. on Christmas day shall be compensated for the hours actually worked at the overtime rate of double time their classified wage rate.

Section 23.2: Employees who are physically at their regular work reporting location and are directed to work overtime by appropriate supervision and do work prior to the commencement of their regularly assigned work shift and then consecutively continue to work their regularly assigned shift, shall receive a minimum of one (1) hour of pay at the overtime rate for this call-in and work prior to their regular shift. UG may call employees to work this overtime first who are on the job site or the location where employees report to work.

Section 23.3: Employees who are called in to work overtime by appropriate supervision and do work such overtime and such overtime is neither holdover work from their regularly assigned shift nor call-in work which immediately precedes their regularly assigned shift, shall receive a minimum of four (4) hours pay at the overtime rate for this call-in and work during that shift.

Section 23.4: When circumstances permit, employees may be retained for their regular work shift, provided that such retention does not conflict with the provision of Article 17, Section 3.

Section 23.5: Employees who have been required to work at least sixteen (16) consecutive hours prior to the commencement of their regular shift and who continue to work at the time of the commencement thereof, may request to use one of their accumulated vacation or personal leave days or longevity hours in order to be excused from working their regular shift. Such request may be granted unless extreme circumstances exist.

Section 23.6: The UG is only required to reasonably attempt to contact the employee for overtime purposes. It shall be deemed sufficient if the UG allows the employee's telephone to ring five (5) times without an answer or answer by an answering machine or voicemail. The UG may call the next employee in these situations. Also, if the employee is not immediately available to consent to appearing for the overtime work, the UG may call the next employee.

Section 23.7: If, through the fault of the UG, the appropriate person on the overtime list is not called on any three (3) occasions in any twelve (12) month period (July 1 to June 30), on the fourth and subsequent occasions during that twelve (12) month period, any missed employee will be compensated at the appropriate overtime rate for the number of hours worked by the employees who were erroneously called. This means three (3) incidents overall, not three (3) incidents per employee, per supervisor or per department.

Section 23.8: In the event a crew is working on a job and it is necessary to work overtime to complete the job, the same crew, if available, will be used regardless of the overtime status of the employees involved. This provision shall apply even if the overtime necessary to complete the job is not continuous.

Section 23.9: It is within the sole discretion of the UG to determine when employees working overtime should be released from work or replaced by other employees.

Section 23.10: When notified during their regular work shift or otherwise notified that they may be called for emergency overtime work during their regular non-working hours, employees must be available to answer and respond to notice from the UG to work emergency overtime. If the employees are not then available they may be subject to discipline.

Section 23.11: Employees are required to respond to UG notices left on answering machines or voicemail at the earliest opportunity. Employees who are on duty who fail to return phone calls within thirty (30) minutes following the UG's leaving of a message requesting a return call shall be subject to progressive discipline.

Section 23.12: When contacted for non-emergency overtime work employees contacted may refuse such work and the UG will then force the least senior, qualified employees to work such overtime. In emergencies, employees must report to work overtime when contacted, otherwise, they are subject to discipline.

Section 23.13: Employees are required to provide the UG with a working residence and/or cellular telephone number where the employee may be contacted to work overtime.

Section 23.14: Transit Department employees shall be offered overtime on a seniority basis, based upon availability. "Availability" is defined as immediately available without interfering with an assigned route. An assigned route shall not be vacated to work overtime in a different bid category except as may be permitted solely within the discretion of management.

Section 23.15. Employees, who volunteer for overtime to work special events which are scheduled at least one month prior to such event, must report to work as scheduled unless they are excused by a supervisor at least 48 hours prior to the time they are scheduled to work. Employees shall be subject to the following progressive discipline for every unexcused scheduled overtime absence that occurs within a twelve month period:

First Offense: One day suspension

Second Offense: Three day suspension

Third Offense: Five day suspension

Fourth Offense: Termination

ARTICLE 24 - LONGEVITY

Section 24.1: Employees shall be granted longevity time off with pay as follows:

Upon Completion of Hire Date Anniversary:

Continuous Years	Hours Per Year
5	16
10	24

15	32
20	40
25	48

Section 24.2: Longevity time shall not accrue from year to year, and an employee shall receive no pay for same upon separation from employment with the UG.

Section 24.3: Longevity time may be granted with supervisor's approval consistent with the requirements of the UG and manpower availability. Except in an emergency, the employee must make prior written application for use of longevity time at least two (2) days prior to the requested longevity leave. Longevity leave may be taken in one-half (1/2) day increments. When longevity pay is used on an emergency basis, it must be used in 8 hour increments.

ARTICLE 25 - DURATION AND TERMINATION

Section 25.1: This Memorandum of Agreement shall become effective on the last date of execution of this Agreement and shall continue in full force and effect until midnight on the 31st day of December, 2017. The parties expressly acknowledge that this contract supercedes and cancels the prior Memorandum of Understanding entered into by the parties covering the contract years of 2013 through 2015. The parties also recognize that this contract supercedes and cancels any right of the parties pursuant to Section 32.1 of the 2013-2015 MOU to reopen negotiations for 2014 and 2015 for the purpose of negotiating compensation for those years.

Section 25.2: Both parties to this Memorandum agree that this agreement shall continue in effect until the statutory impasse resolution procedure is fully exhausted or until a new

Memorandum is placed into effect, whichever occurs first.

ARTICLE 26 - NO STRIKE OR LOCKOUT

Section 26.1: The Union hereby agrees that during the term of this Memorandum, the Union, its agents, or its unit members, will not authorize, instigate, aid, encourage, or engage in any work stoppage, slowdown, sickout, refusal to work, picketing, honoring of picket lines, or strike or walk-out against the UG, or any actions which are detrimental to the operations of the affected Departments of the UG. Any violation of this Article shall be the subject of disciplinary action, including discharge. The Union shall, within twenty-four (24) hours of the commencement of any such action, take all reasonable affirmative action to terminate such conduct.

Section 26.2: The Employer agrees that it will not lock out any employees during the life of this Agreement as a result of any labor dispute with the Union.

ARTICLE 27 - UG ORDINANCES

Section 27.1: The following sections of the Unified Government Human Resource Guide shall apply to all employees covered by this Memorandum:

Section	2.1:	Equal Opportunity in Employment
Section	2.2:	Harassment in the Workplace
Section	2.4:	Drug Free Workplace
Section	2.5:	Smoke Free Workplace
Section	2.6:	Selection of Employees
Section	2.7:	Residency Requirement
Section	2.15:	Employee Privacy and Access to Personnel Records
Section	2.16:	Speech Before the Board of Commissioners
Section	2.17:	Adverse Weather
Section	3.6:	Unemployment Compensation

Section	4.1:	Health Care Benefits
Section	4.2:	Employee Assistance Program
Section	5.6:	Family and Medical Leave
Section	6.1:	Workers' Compensation and Injury Leave
Section	6.2:	Driver Safety and Accident Reporting
Section	6.5:	Use of Cell Phones or Electronic Devices While Driving
Section	7.3:	Responsible Use of Information Technology
Section	7.4:	Drug and Alcohol Testing
Section	7.5:	Social Media

ARTICLE 28 - PERSONAL LEAVE

Section 28.1: Employees shall be granted the use of up to three (3) accumulated sick days annually for the purpose of conducting personal business that cannot be satisfied at other times. Such leave shall be considered "personal leave," and shall not be used in greater that one-day increments, nor in increments of less than two (2) hours.

Section 28.2: Personal leave must be approved by the supervisor and shall not be used in conjunction with holidays, and vacations or longevity days. Personal leave that is taken on a call in or unscheduled basis must be used in 8 hour increments.

Section 28.3: Personal leave does not accrue from year to year.

ARTICLE 29 - MISCELLANEOUS PROVISIONS

Section 29.1: Notwithstanding any language herein to the contrary, this is a Memorandum of intent and not a contract. It is recognized that this Memorandum does not create a contractual obligation or liability on the part of the UG or the Employer. Provided, however, this Memorandum will be subject to the provisions of K.S.A. 75-4321, et seq.

Section 29.2: It is the intention of the parties hereto to amend this Memorandum, if necessary, to comply with Kansas Statutes and UG Ordinances and Resolutions.

Section 29.3: The Union shall have reasonable access to the premises of the Employer for the reason of administration of this Agreement. Union representatives who are not employed by the UG may have access to non-work areas upon written or electronic request and upon approval of the Director of Public Works, or his/her designee.

UG shall make every reasonable effort to provide new employees with an orientation program within a reasonable period of time after initial employment. New bargaining unit employees shall be informed of the Union's representation and the identity of the designated Union representative who may provide further information.

Section 29.4: In exchange for the union accepting 0% increases in 2011 and 2012, the Unified Government previously provided 80 hours of unspecified leave to each bargaining unit member who began employment in this bargaining unit no later than January 1, 2011 and was employed in this bargaining unit as of the date that the contract for those years was ratified by the union. This leave was and may continue to be used for any purpose by the bargaining unit members and must be used by December 31, 2015.

Except in an emergency, the employee must make at least two days prior written application for use of unspecified leave. Permission to use unspecified leave shall not be unreasonably denied by the Unified Government. "Emergency" shall be defined as a serious situation or occurrence which happens unexpectedly and demands immediate action. When unspecified leave is used on an emergency basis, it must be used in 8 hour increments.

Employees must provide documentation to establish the emergency with three working days after returning from the emergency unspecified leave.

ARTICLE 30 - SAVINGS CLAUSE

Section 30.1: 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 the 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.

Section 30.2: 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 31 - MEDICAL PLAN

Section 31.1: 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.

Prior to January 1, 2016, UG agrees to pay for one hundred percent (100%) of the insurance premium for each covered employee for the employee's cost of coverage elected under either the Single or Family coverage offering. Beginning on January 1, 2016 and for the remainder of the term of this Agreement, each covered employee shall make monthly medical plan premium payments for either single or family coverage elected according to the following schedule:

Annual Base Pay	Monthly Premium Contribution
$60,000 or less	$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 interpreter's pay. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage 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 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 portion of the premium therefore shall be deducted from the employee's payroll.

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 be at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retires. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union (Local 1290PE) 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 Apremium stabilization@ reserve fund of at least five percent (5%) of the previous year=s total premium costs amount.

ARTICLE 32 - COMPENSATION

Section 32. 1: Rates of Pay. The rate of pay is set forth in Appendix A.

**** Appendix A will reflect wage increases as follows: January 1, 2016 – 1%; July 1,* *2016 – 2%; January 1, 2017 – 2%.*

As a result of the agreement to withdraw from the LIUNA plan (See Article 35 below) the $.40/hour employee LIUNA contribution (currently on the employee check and part of base pay) shall remain on the check as part of base pay and will be included in any and all pay increase calculations effective the first pay period in 2013. This amount will also be included when calculating contributions for KPERS or any other wage-based calculations.

The $.35/hour employer contribution shall be placed on the employee check as an additional amount. This amount will remain on the employee check for the duration of the employee's employment as a member of the bargaining unit, but will not be included in any pay increase calculations or in any other wage-based calculations. Employees have the option of deferring this amount into the voluntary 457(b) plan.

The $.35/hour "adder" will apply to all employees who have made LIUNA contributions so that there will be no loss in total compensation. New employees will not receive the $.35/hour "adder." Employees employed on or before December 31, 2012 receive the "adder" because employees hired on or before this date would be participants in the LIUNA plan.

Section 32.2: Gain Sharing Incentives. UG and Union have established a labor/management committee which has discussed and provided recommendations to the Director concerning cost savings initiatives within the Street Maintenance Division. The County Administrator or his designee must approve the incentive program or any amendments thereto. Fifty percent (50%) of the identified and realized savings shall be shared by all employees, including supervisors, of the Street Maintenance Division and other hourly employees of the Street Maintenance Division who actually work within the Street Maintenance Division during the duration of this Agreement.

Section 32.3: Additional pay for ASE and EVT certifications. Neither ASE nor EVT certifications are required of technicians under this agreement. However, as an incentive, for each Technician that has or who receives 2 ASE certifications, an additional forty cents (40¢) per hour will be added to her pay so long as she maintains those two certifications. For each Technician who receives 4 ASE certifications, an additional seventy-five cents (75¢) per hour will be added to her pay so long as she maintains those four certifications. For each Technician who receives 6 ASE certifications, an additional one dollar ($1.00) per hour will be added to her pay so long as she maintains those six certifications. For each Technician who receives 8 ASE certifications, an additional one dollar, twenty-five cents ($1.25) per hour will be added to her pay so long as she maintains those eight certifications. For each Technician who receives 3 EVT certifications along with the eight ASE certifications, an additional one dollar seventy five cents ($1.75) per hour will be added to her pay so long as she maintains those 3 EVT and eight ASE certifications. These additions to base pay are not cumulative. For example, if an employee currently receiving 40 cents per hour additional for two certifications earns two additional certifications, the employee will receive a grand total of 75 cents as addition to base pay for the four certifications.

The employer will pay for two tests at each level. If the employee needs to take more than two tests at a given level, the employee is required to pay for the additional tests.

Section 32.4: Premium pay for Transit Drivers. Transit Drivers who, through a bid position, operate a bus which is longer than 25 feet on behalf of the Transit Division will receive premium pay in the amount of 75 cents per hour when operating such buses. Transit drivers who temporarily operate a bus which is longer than 25 feet will be entitled to step up pay as set forth in Section 17.1.

Section 32.5: Tool Allowance for Technician I and II. The UG will provide a tool allowance to Technician Is and IIs in the amount of $400.00 per year, payable after the first quarter of the calendar year. Employees shall provide receipts demonstrating that the tool allowance was expended on tools which are related to the performance of the employee's job duties.

ARTICLE 33 – WORKER'S COMPENSATION ACT

Section 33.l: Any employee who sustains an injury or contracts an occupational disease which arises out of and in the course of employment shall be covered by the provisions of the Worker's Compensation Act of the State of Kansas and the applicable provisions of the Code of Ordinances of the UG.

ARTICLE 34 - ALCOHOL & DRUG FREE WORKPLACE & TESTING

Section 34.1: The Union and the UG agree to be governed by the UG's Alcohol & Drug Testing Program. The Union will be involved in the development of the random selection procedure. The Union will be consulted concerning any discipline to be given prior to rendering such discipline.

Section 34.2: The bargaining unit employees shall be subject to the Drug Free

Workplace Act of 1988, as amended, and UG policy concerning employees' alcohol and drug use testing.

ARTICLE 35 - SAVINGS/RETIREMENT PLAN

The Employer and the Union agree that they will no longer participate in the LIUNA plan after December 31, 2012. The Employer provides a 457B plan through which employees may make additional contributions in a retirement plan if the employees so choose. The UG shall provide the hourly rate contributions formerly made on behalf of bargaining unit members under the terms of the preceding contract to each bargaining unit member. This contribution will be made *after* the cost of living increase is calculated on the current wage.

All other terms and conditions contained in the Memorandum of Agreement shall remain in effect unless otherwise modified in writing.

ARTICLE 36 - SIGNATURES

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND THE UNION have hereunto set their hands this _______ day of December, 2015.

For Laborers' International Union of North America
(LIUNA) Public Service Employees
Local Union 1290PE

Jeremy Hendrickson
Business Manager/Secretary-Treasurer

December 17, 2015
Date

For the Unified Government of
Wyandotte County, Kansas City,
Kansas

____
Doug Bach
City Administrator

____
Michael P. Tobin
Director of Public Works

____
Date

Approved as to form:

____
Kenneth J. Moore, Interim Chief Counsel

Attest:

____
Unified Government Clerk

6A52998.DOC

APPENDIX A

Staff Request for Commission Action

Tracking No. 15248

Full Commission Meeting Date: 12/17/15

Committee: Administration & Human Services

Date of Standing Committee Action: 11/30/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/10/2015	Melissa Mundt, Assistant County Administrator	x5017	mmundt@wycokck.org	Purchasing/Compliance

Item Description:

The MBE/WBE program for construction contracts exceeding $250,000, which is located in Chapter 18, Article V, Division 2 of the Unified Government Code of Ordinances (Sec. 18-256 et seq.), expired on December 31, 2014. The ordinance (No. O-17-09) was adopted in April 2009, and Division 2 originally was due to sunset on December 31, 2013. Division 2 was extended for one year (Ord. No. O-58-13), resulting in a sunset date of December 31, 2014. During this time, the position of supplier opportunity coordinator became vacant, leaving the program dormant for over a year. In January 2015, the position was filled and efforts began to revitalize the supplier diversity program.

Recommendation to approve re-adopting Division 2 of Ordinance No. O-17-09 with a sunset date of December 31, 2017, while working concurrently on a disparity study or data collection analysis to support revision of the ordinance.

Action Requested:

Approve re-adopting Division 2 of Ordinance No. O-17-09 with a sunset date of December 31, 2017.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Ordinance, MBE/WBE Ordinance Extenstion

Published _______________ and _______________

ORDINANCE NO. _______________

An ordinance amending Chapter 18, Article V of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, by adding a new division directing the county administrator to take affirmative measures to provide opportunities for minority and woman business enterprises to participate on Unified Government construction contracts exceeding $250,000, with a sunset date of December 31, 2017.

WHEREAS, Division 2 of Ordinance No. O-17-09, which established a Minority Business Enterprise and Woman Business Enterprise program for Unified Government construction contracts exceeding $250,000, originally had a sunset date of December 31, 2013;

WHEREAS, in Ordinance No. O-58-13, the sunset date was extended by one year, to December 31, 2014;

WHEREAS, Division 2 expired on December 31, 2014; and

WHEREAS, re-adopting Division 2, with a sunset date of December 31, 2017, will allow the program to continue while the Unified Government studies whether the program should be extended into the future, either in its current or modified form.

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

Section 1. Chapter 18, Article V of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, is amended by adding a new division to read as follows:

DIVISION 2. MBE/WBE PROGRAM FOR CONSTRUCTION CONTRACTS EXCEEDING $250,000

Sec. 18-256. Contracts subject to this division.

(a) Except as otherwise provided, the provisions of this division shall apply to all construction contracts exceeding $250,000.

(b) The provisions of this division shall not apply to a contract to be paid in whole or part with funds from the United States government or the State of Kansas to the extent that they are inconsistent with requirements, terms, or conditions imposed by those governments.

Sec. 18-257. Definitions.

For the purposes of this division, the following definitions shall apply, unless otherwise clearly required by the context:

(1) *Annual goal* means the annual goal established by the Board of Commissioners under section 18-251(c).

(2) *Bid* means a bid to perform a construction project made in response to an invitation for bid, as provided in section 29-153 of the procurement code.

(3) *Bid shopping* means the practice in which a person divulges or requires another to divulge a subcontractor's bid or proposal for the purpose of securing a lower bid or proposal.

(4) *Broker* means a business enterprise that performs a commercially useful function as an intermediary, for a fee, in the acquisition of materials, supplies, or equipment, regardless of whether or not it takes title to such materials, supplies, or equipment, for the Unified Government or its contractors or suppliers, but that is not a manufacturer, manufacturer's representative, or regular dealer. Only bona fide commissions earned by a broker for its activities in performing a commercially useful function on a Unified Government contract shall be counted toward the project goal.

(5) *Business enterprise* or *business* means an individual, sole proprietorship, corporation, limited liability company, partnership, limited partnership, limited liability limited partnership, joint stock company, joint venture, professional association, or any other legal entity operated for profit that is properly licensed or registered, as applicable, owned and controlled by persons who are citizens or lawful permanent residents of the United States, and otherwise authorized to do business in the State of Kansas.

(6) *Commercially useful function* means real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. An MBE or WBE performs a commercially useful function when it is responsible for executing the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, all relevant factors will be evaluated, including the following:

a. The amount of work subcontracted;

b. Industry practices;

c. Whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing;

d. Whether the MBE or WBE has the skill and expertise to perform the work for which it is being utilized;

e. Whether the MBE or WBE is responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering, installing (where applicable), and paying for the material and supplies itself; and

f. The credit claimed for its performance of the work.

(7) *Competitive selection process* means the process of using competitive sealed proposals, as described section 29-154 of this code.

(8) *Conduit* means an MBE or WBE that knowingly agrees to pass the scope of work for which it is listed for participation and is scheduled to perform or supply on a contract to a non-MBE or non-WBE. In this type of relationship, the MBE or WBE has not performed a commercially useful function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the commercially useful function requirement, and, therefore, the MBE's or WBE's participation does not count toward the MBE or WBE goals on the contract.

(9) *Construction* means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include routine operation, repair, or maintenance of existing structures, buildings, or real property.

(10) *Construction contract* means any Unified Government construction contract whose value exceeds $250,000, except those that are exempted from a competitive bidding or selection process under the procurement code in Chapter 29. This definition shall encompass design-build contracts, but does not include stand-alone contracts with the Unified Government for professional design and construction services or for construction-related supplies.

(11) *Contractor* means a business enterprise that enters into a competitively bid or otherwise competitively selected contract with the Unified Government, in privity of contract with the Unified Government.

(12) *Day*, unless otherwise indicated, means working day.

(13) *Design-build contract* means a contract for the procurement of both the design and the construction of a structure, building, or other

improvement in a single contract with a single design-build contractor or combination of such contractors that are capable of providing the necessary design and construction services.

(14) *Coordinator* means the coordinator of the Office of Supplier Opportunity.

(15) *Good faith efforts* means substantive and meaningful good faith actions undertaken by a contractor to achieve the MBE and WBE project goals as defined in more detail in section 18-261 of this division.

(16) *Individual* or *person* means a natural human being and not a legally-created or maintained entity.

(17) *Joint venture* means an association of two or more business enterprises to constitute a single business enterprise to perform a Unified Government construction contract for which purpose they combine their property, capital, efforts, skills, and knowledge and in which endeavor each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and shares in the capital contribution, control, management responsibilities, risks, and profits of the joint venture to an extent equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the joint venturers and their relationship and responsibility to the contract.

(18) *Manufacturer* means a business enterprise that operates or maintains a factory or establishment that produces, or substantially alters on the premises, the materials, supplies, or equipment provided to contractors, subcontractors, manufacturer's representatives, or suppliers on a contract, required under the contract and of the general character described by the contract specifications. The percentage of the value of the commercially useful function performed by a manufacturer on a Unified Government contract shall be counted toward the applicable project goal in the same manner as for a supplier.

(19) *Manufacturer's representative* means a business enterprise that sells products for one or more manufacturers. The manufacturer’s representative must possess any licenses or certifications required by the manufacturer to sell its products. A manufacturer's representative does not take legal title to or physical possession of the products that it sells, the products generally being sent directly from the manufacturer to the contractor or subcontractor purchasing the products. Only bona fide commissions earned by a manufacturer's representative in performing a commercially useful function on a contract shall be counted toward the project goal as set out in section 18-259.

(20) *Minority* or *minority individual* means a person who is a citizen or lawful permanent resident of the United States and who is:

a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person;

b. Hispanic American or Latino American, a person whose origins are in Mexico, Central, or South America, or any of the Spanish-speaking islands of the Caribbean (for example, Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person;

c. Asian or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or

d. Native-American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter (1/4) descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

(1) *Minority business enterprise* or *MBE* means a business enterprise that is owned and controlled by one or more minority individuals and that is certified as a minority business enterprise by one of the entities set forth in section 18-258(a)(1).

(2) *Packager* means a business enterprise that performs a commercially useful function in the packaging of goods, but is not itself a regular dealer, manufacturer, or manufacturer's representative. A packager shall be considered and treated as a broker.

(3) *Principal place of business* means the location at which the business records of the business enterprise are maintained and the location at which the individual who manages the business enterprise's day-to-day operations spends the majority of his or her working hours.

(4) *Professional design and construction services* means those areas of services ancillary to construction as encompassed within the Unified Government's contracting processes, including but not limited to architectural, engineering, real estate appraisal, land surveying, testing, and construction management services.

(5) *Proposal* means a proposal to perform a construction project submitted in response to a request for proposals, as provided in section 29-154 of the procurement code.

(6) *Qualified* means that a business enterprise has the financial ability, expertise, skill, experience, licensing and registration, and access to the necessary staff, facilities, and equipment to complete contracts or subcontracts that it may undertake on projects. The Unified Government makes no representations as to the qualification of any business enterprise.

(7) *Regular dealer* means a business enterprise that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the contract specifications and required for the performance of the contract are bought and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the business enterprise must be an established, regular business engaged in, as a substantial and material portion of its business, and in its own name, the purchase and sale or lease of the products in question. A regular dealer is presumed to keep such materials, supplies, articles, or equipment in stock, but must in any event bear the risk of loss of such items. A regular dealer in such bulk items as steel, cement, gravel, stone, asphalt, and petroleum products need not own, operate, or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementation of a regular dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, conduits, packagers, manufacturers, and manufacturer's representatives shall not be regarded as regular dealers within the meaning of this term.

(8) *Subcontractor* means a business enterprise that directly contracts with a contractor or subcontractor to perform work on a Unified Government contract.

(9) *Supplier* means a business enterprise that directly contracts with a contractor or subcontractor to provide materials, supplies, or equipment on a Unified Government contract. A supplier may be a regular dealer, manufacturer, manufacturer's representative, or broker.

(10) *Unified Government's marketplace* means the geographic and procurement area in which the Unified Government contracts on an ongoing basis and includes Cass, Clay, Jackson, and Platte counties in Missouri and Johnson, Leavenworth, and Wyandotte counties in Kansas.

(11) *Woman business enterprise* or *WBE* means a business enterprise that is owned and controlled by one or more women who are citizens or lawful permanent residents of the United States and that is certified as a woman business enterprise by one of the entities set forth in section 18-258(a)(1).

Sec. 18-258. Eligibility of business enterprise to participate as MBE or WBE.

(a) To be eligible to participate as a minority or woman business enterprise on contracts subject to this division, a business enterprise must meet the following requirements:

(1) It must be certified as a minority or woman business enterprise (MBE or WBE) by one of the following entities:

a. City of Kansas City, Missouri;

b. State of Kansas or its certifying agencies, including the Kansas Department of Commerce and Housing and Kansas Department of Transportation;

c. State of Missouri or its certifying agencies, including the Office of Supplier and Workforce Diversity and Missouri Department of Transportation;

d. Mid-America Minority Business Development Council;

e. Women's Business Enterprise National Council; or

f. National Women Business Owners Corporation.

(2) It must have a real and substantial presence in the Unified Government's marketplace. A business enterprise will be deemed to have a real and substantial presence in the Unified Government's marketplace if:

a. The enterprise's principal office or place of business is in the Unified Government's marketplace;

b. The enterprise maintains full-time employees in one or more of the enterprise's offices within the Unified Government's marketplace to conduct or solicit business in the Unified Government's marketplace the majority of their working time;

c. The enterprise has transacted business more than once in the Unified Government's marketplace within the past three years; and

d. The enterprise has been in existence in the Unified Government's marketplace for at least one year.

(b) The coordinator shall, by rule and regulation or informal guidelines relating solely to internal management and procedure, establish reasonable procedures and methods for the determining the eligibility of business enterprises to participate as MBEs or WBEs on contracts subject to this division.

(c) *Unified Government officials, employees, and their relatives ineligible.* No business enterprise shall be eligible to participate as an MBE or WBE on contracts subject to this division if ownership or control of such business enterprise is held by a Unified Government official or employee, as defined in section 2-253 of this code, or an official's or employee's spouse, child, sibling, or parent.

(d) *Disqualification of business enterprise.* The coordinator shall disqualify a business enterprise that does not continuously meet the above eligibility criteria from participating as an MBE or WBE on contracts subject to this division.

(1) *Duty to notify of change of circumstances.* The business enterprise shall notify the coordinator of any change in its circumstances affecting its continued eligibility under this division within 30 days after the enterprise becomes aware of the change of circumstances. Failure to notify the coordinator of a change of circumstances affecting eligibility may result in the imposition of sanctions under section 18-270.

(2) *Failure to respond, attend, honor, or comply.* The coordinator may disqualify a business enterprise from participating as an MBE or WBE on contracts subject to this division if the enterprise repeatedly fails to respond to requests for quotations from bidders or proposers who timely solicit participation on a contract, to attend relevant pre-bid or pre-proposal conferences, to honor quotations in good faith, or otherwise to comply with the requirements of this division.

Sec. 18-259. Project goals.

(a) Upon approval of the county administrator, the coordinator shall add a requirement to the bid or proposal instructions for each construction contract assigning project goals for MBE and WBE utilization based upon a percentage of the dollar value of all work on the contract, and, as set out below, the availability of MBEs and WBEs to perform the work and the Unified Government's progress toward meeting the annual goal for construction contracts; provided that, if the county administrator determines it to be in the best interests of the Unified Government, the county administrator may waive or modify the application of a project goal for a given contract. The goal percentage assigned by the coordinator may vary from contract to contract consistent with meeting the annual goal. The individual project goal for each contract shall be set forth in the bid or proposal instructions.

(b) The following contributions shall count toward the project goal as more specifically provided below: Portions of work undertaken by MBEs and WBEs as contractors, joint venturers, subcontractors, and suppliers.

(c) As an aid in the establishment of an individual project goal, the coordinator shall seek the advice and assistance of the Contract Fairness Board established in section 18-272. The coordinator may utilize the advice of the Contract Fairness Board to the extent that the coordinator deems it to be appropriate and consistent with the purposes of this article.

(d) Upon approval of the county administrator, the coordinator may cause a representative sample of Unified Government construction contracts to be bid or otherwise selected without a project goal to determine MBE and WBE utilization on such contracts in the absence of a goal.

Sec. 18-260. Compliance with project goals.

The bid or proposal specifications for each construction project shall require that all bidders or proposers seeking to contract with the Unified Government address the project goal through one or more of the following subsections, or by demonstrating good faith efforts as set out in section 18-261:

(a) If the bidder or proposer is an MBE or WBE, the value of the commercially-useful function to be self-performed by the MBE or WBE shall count to the extent provided in section 18-262 toward satisfaction of the project goal, provided that the project goal to the extent not met by bidder or proposer self-performance shall be addressed as otherwise set out in this section;

(b) If the bidder or proposer submits a joint venture agreement that includes one or more MBEs or WBEs, the value of the commercially useful function to be performed by the MBEs or WBEs in the joint venture shall count to the extent provided in section 18-262 toward satisfaction of the project goal. The joint venture is subject to review and approval by the coordinator, and the joint venture agreement shall be provided to the coordinator within a time period before the date of bid opening or the date of final project-specific proposal in the case of a competitive selection process defined by the coordinator. Joint venturer participation will count toward the satisfaction of the project goal upon confirmation by the coordinator of the utilization in the joint venture of joint management and full integration of work forces by the joint venturers; or

(c) If the bidder or proposer utilizes MBEs or WBEs as subcontractors or suppliers, the value of the commercially useful function to be performed by such MBEs and WBEs shall count to the extent provided in section 18-262 toward satisfaction of the project goal.

Sec. 18-261. Good faith efforts.

(a) If the bidder or proposer has not fully met the project goal established under section 18-259, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the coordinator, within two days after bid opening by the Unified Government or date of final project-specific proposal in the case of a competitive selection process, a detailed statement of its good faith efforts to meet the project goal. The statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this division. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes to be relevant. Failure of a bidder or proposer to show good faith efforts as to any one of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

(1) If pre-bid or pre-selection meetings are scheduled by the Unified Government at which MBEs and WBEs may be informed of joint venture, subcontracting, or supplier opportunities under a proposed contract to be bid or procured under a competitive selection process, attendance at such pre-bid or pre-selection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.

(2) The bidder or proposer must solicit by all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of the MBEs and WBEs within sufficient time, before the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow the MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.

(3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs to increase the

likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as joint venturers or subcontractors, and for bidder or proposer self-performed work, as suppliers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals, and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

(4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to the solicitation.

(5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of negotiation with each MBE or WBE.

(6) For each MBE or WBE that contacted the bidder or proposer or that the bidder or proposer contacted, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a joint venture, subcontracting, or supplier agreement, as applicable.

(7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized joint venturers, subcontractors, and suppliers on the contract, whether or not they are MBEs or WBEs. In determining whether an MBE or WBE is qualified, the bidder or proposer shall be guided by the definition of qualified in section 18-257(26). Evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by

the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

(c) In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting the project goal may be considered.

Sec. 18-262. Identification of participating MBEs and WBEs.

(a) At the time of bid opening or date of final project-specific proposal in the case of a competitive selection process, the bidder or proposer shall provide to the Unified Government an affidavit of intended utilization in a form prescribed by the coordinator stating its intent to meet the project goals or to submit evidence of good faith efforts to meet those goals.

(b) Within two days of bid opening or date of final project-specific proposal in the case of a competitive selection process, the bidder or proposer shall provide to the Unified Government the following:

(1) A notarized contractor utilization plan in a form prescribed by the coordinator. The contractor utilization plan shall list all MBEs and WBEs that are being utilized toward the satisfaction of the project goal, whether as a self-performing bidder or proposer or as joint venturers, subcontractors, or suppliers. The list shall specify:

a. The name and contact name for each MBE or WBE;

b. The dollar value and description of the commercially useful function to be performed by the MBE or WBE, consistent with subsections (e) and (f) of this section;

c. The percentage of the value of the commercially useful function to be performed by the MBE or WBE, consistent with subsections (e) and (f), as compared to the total contract amount;

d. The designation of each business enterprise as either an MBE or WBE; and

e. An adequate statement from the bidder or proposer that the dollar amount of work to be performed by each MBE or WBE on the contract, other than that self-performed by the bidder or proposer, was furnished to the bidder or proposer and agreed upon before the bid opening or date of final project-specific proposal in the case of a competitive selection process.

(2) An executed letter of intent for each MBE or WBE listed by the bidder or proposer, affirming that the contractor agrees to utilize the MBE or WBE on the project and describing the commercially useful function to be performed and the agreed upon dollar amount to be paid by the contractor; and

(3) If the bidder or proposer has failed to meet the project goals, the statement of good faith efforts required by section 18-261.

(c) Failure to provide the documentation required by subsections (a) and (b) in a timely manner will render the bid or proposal non-responsive.

(d) Only that level of MBE or WBE utilization demonstrated in accordance with this section at the time of bid opening or date of final project-specific proposal in the case of a competitive selection process may be counted in satisfaction of the project goal, except as otherwise set out in sections 18-265 and 18-266.

(e) All MBE or WBE contractors, joint venturers, subcontractors, or suppliers must actually perform a commercially useful function in the work of a contract within the areas for which they are certified, and must not function as a conduit. Consistent with industry practice, and as permitted by rules and regulations adopted by the coordinator, MBEs and WBEs may enter into subcontracts, including subcontracts with non-MBEs and non-WBEs. In no case, however, shall an MBE or WBE act as a conduit, nor shall the participation of an MBE or WBE count toward a project goal to the extent it fails to perform a commercially useful function.

(f) Expenditures for materials, supplies, and equipment obtained from an MBE or WBE supplier shall count toward the appropriate project goal. Expenditures for materials, supplies, and equipment paid to MBEs and WBEs that are not suppliers may count toward an appropriate project goal only to the extent of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, provided that the fee or commission is determined by the coordinator to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(g) Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide quotations to other bidders or proposers is prohibited and shall render the bid or proposal non-responsive.

(h) Bid shopping is prohibited and shall render the bid or proposal non-responsive.

Sec. 18-263. Responsive and nonresponsive bids or proposals.

(a) *Responsive; compliance with requirements.* If the coordinator determines that a bid or final project-specific proposal in the case of a competitive selection process meets the project goal, or that the bidder or proposer has shown adequate good faith efforts as required by section 18-261, then the coordinator shall notify the procurement officer and department head to regard the bid or proposal as responsive under with this division.

(b) *Failure to meet requirements.* If the coordinator determines that a bid or proposal does not meet the project goal and that the bidder or proposer has failed to show good faith efforts as required by section 18-261, or that the bidder or proposer has failed to provide timely documentation as required by section 18-162, then the coordinator shall notify the procurement officer and department head to regard the bid or proposal as non-responsive, and no further consideration shall be given by the Unified Government to the bid or proposal.

(c) *Informal meeting.* If the coordinator finds the bid or proposal non-responsive in accordance with subsection (b) above for failure of the bidder or proposer to show adequate good faith efforts, the non-responsive bidder or proposer may request an informal meeting with the coordinator within two working days from the date that the Unified Government notifies the bidder or proposer of the inadequacy of good faith efforts. The coordinator shall meet with the non-responsive bidder or proposer before notifying the procurement officer and department head that the bid or proposal is non-responsive. All deficiencies in the good faith efforts shall be explained to the bidder or proposer at such meeting after which the bidder or proposer shall be allowed an additional 24 hours in which to submit additional information or to clarify the original good faith efforts. The coordinator will at no time, however, allow joint venturers, subcontractors, or suppliers not listed on the contractor utilization plan to be counted toward meeting the project goal for the purpose of making the bid or proposal responsive. If after this informal meeting or the expiration of the 24-hour period to submit additional information, the coordinator still finds the bid or proposal to be non-responsive, the coordinator shall make the notification as stated in subsection (b) above.

Sec. 18-264. Schedule of work to be performed by MBEs and WBEs.

Within five working days following commencement of work on a contract, the contractor shall submit to the coordinator a duplicate of the project schedule that sets forth in detail the anticipated utilization of all MBEs and WBEs on the contract. In the event of a contract performance delay of more than one-third of the originally estimated length of time between project notice to proceed and completion, the contractor shall submit to the coordinator not later than the originally estimated date of project completion, a revised schedule for utilization of all MBEs and WBEs on the contract.

Sec. 18-265. Compliance with achieved project goal level required throughout performance of contract.

(a) Upon award of a contract by the Unified Government that includes a project goal, the project goal becomes a covenant of performance by the contractor in favor of the Unified Government.

(b) All contracts subject to this division shall be reviewed by the coordinator for compliance with the provisions of this division. This review shall examine, but not be limited to, whether the MBE and WBE participation dollar amounts and percentages and achieved project goal levels upon which the contract was awarded are maintained over the term or duration of the contract.

(c) For any contract for which the coordinator has set a project goal, it shall be an ongoing, affirmative obligation of the contractor on such contract to maintain, at a minimum, compliance with the originally achieved level of MBE and WBE participation upon which the contract was awarded, for the duration of the contract, unless the Unified Government initiates a material alteration to the scope of work affecting MBEs or WBEs performing on the contract through change order, contract amendment, force account, or as otherwise described in section 18-266.

(d) The coordinator shall evaluate the utilization of MBEs and WBEs to determine whether such MBEs and WBEs are performing a commercially useful function. The evaluation shall examine the amount of work subcontracted, industry practice, and other relevant factors. The amount of MBE and WBE participation credited toward a project goal shall be based upon an analysis of the specific duties performed by the MBE or WBE and the extent to which such duties constitute a commercially useful function. The coordinator may undertake such inquiries or studies, consult such employees, or, with the approval of the county administrator, retain such consultants as may be necessary to assist the coordinator in making these determinations.

(e) The work performed by an MBE or WBE not providing a commercially useful function or by an MBE or WBE functioning as a conduit shall not count toward meeting the project goal.

Sec.18-266. Project change orders, amendments, and modifications.

(a) Contractors shall have a continuing obligation to immediately inform the coordinator in writing of any agreed-upon increase or decrease in the scope of work of the contract, upon any of the bases discussed in this section, regardless of whether the increase or decrease in scope of work has been reduced to writing at the time of notification.

(b) Any increase in the scope of work of a construction contract, whether by amendment, change order, force account, or otherwise that increases the dollar value of the contract, whether or not the change is within the scope of work designated for performance by an MBE or WBE at the time of contract award, shall be contemporaneously submitted to the coordinator. Those amendments, change orders, force accounts, or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBEs and WBEs equal to the original project goal on the contract that was included in the bid or proposal requirements. The contractor shall satisfy such goal as respects the changed scope of work by soliciting new MBEs or WBEs in accordance with section 18-260, or the contractor must show each element of modified good faith efforts set out in section 18-268(c). The contractor shall supply to the coordinator the documentation described in section 18-268(c) with respect to the increased dollar value of the contract.

Sec. 18-267. Payments to joint venturers, subcontractors and suppliers.

All contractors shall promptly render payment to all joint venturers, subcontractors, and suppliers on a contract. A contractor shall provide with each pay request to the Unified Government, beginning with the second pay request, partial claim releases from joint venturers, subcontractors, and suppliers in form and content satisfactory to the Unified Government or shall provide, at the Unified Government's sole option, alternative proof of payment to subcontractors and suppliers in form and content approved by the coordinator, evidencing that all joint venturers, subcontractors, and suppliers have been duly paid out of the proceeds of the contractor's payments from the Unified Government, unless a bona fide dispute, documented in writing, exists between the contractor and the unpaid joint venturer, subcontractor, or supplier.

Sec. 18-268. Potential violations during contract performance.

(a) A contractor who has been awarded a contract based upon a given level of MBE and WBE participation shall not at any time before or during the performance of such contract:

(1) Fail to utilize an MBE or WBE that was listed on the contractor utilization plan to satisfy the project goal, and for which a letter of intent was submitted, without substituting another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith efforts, as defined in subsection (c) of this section, to substitute another MBE or WBE; or

(2) Fail to allow an MBE or WBE functioning as a joint venturer, subcontractor, or supplier to perform the commercially useful function, the value of which was originally counted for that MBE or WBE in awarding the contract; or

(3) Modify or eliminate all or a portion of the scope of work attributable to an MBE or WBE upon which the contract was awarded, unless directed by the Unified Government; or

(4) Terminate an MBE or WBE originally utilized as a joint venturer, subcontractor, or supplier in order to be awarded the contract without replacing the MBE or WBE with another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith efforts, as defined in subsection (c), to substitute another MBE or WBE; or participate in a conduit relationship with an MBE or WBE scheduled to perform work on the contract; or commit any other violation of this division, or rules and regulations promulgated under this division, that constitutes a material breach of the contract, not mentioned above.

(b) Any action by a contractor in violation of subsections (a)(1) through (4) of this section shall constitute a material breach of the contract and shall entitle the Unified Government to exercise all of its rights at law or equity for such material breach, in addition to exercising any of the other sanctions set out in section 18-270. If, after award of a contract, an MBE or WBE has its certification terminated, fails to perform a commercially useful function, the value of which was originally counted for that MBE or WBE in awarding the contract, or voluntarily withdraws its MBE or WBE participation on the contract, and the contractor can demonstrate that the termination or failure did not result from any action or inaction, whether direct or indirect, by the contractor, the termination of certification, failure to perform a commercially useful function, or withdrawal from participation shall not be deemed to affect compliance with the project goal and shall not be deemed a breach of the contract; provided, however, that the terminated MBE or WBE is substituted with another MBE or WBE performing the same commercially useful function and dollar amount, or that modified good faith efforts to substitute another MBE or WBE, as defined in subsection (c), are demonstrated.

(c) In the event that a contractor must add or replace an MBE or WBE joint venturer, subcontractor, or supplier or in the event that a new scope of work is added to the ongoing contract, and the contractor is in non-compliance with maintenance of the original project goal upon which the contract was awarded due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor to show good faith efforts as to any one of the following categories shall render its overall good faith efforts showing insufficient and its contract performance in non-compliance with this division.

(1) The contractor must submit notice in writing to the coordinator of its intent to terminate or replace an MBE or WBE previously identified for participation. The reason for the termination or replacement must be stated and the type of work or services must be identified.

(2) The contractor must verify in writing to the coordinator that it used the most current MBE and WBE directory from the Unified Government to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith efforts.

(3) The contractor must submit documentation to the coordinator verifying its efforts to contact appropriate MBEs and WBEs within the Unified Government's marketplace. Facsimile transmission, e-mail, and telephone communication will be acceptable. The coordinator may verify such contacts as he deems appropriate.

(4) Documentation of the modified good faith efforts must be submitted to the coordinator before the payment to the contractor of the next progress or other partial payment or fund release under the contract.

Sec. 18-269. Burden of proof; investigations of compliance.

Any business enterprise affected by the operation of this division shall have the burden of proving its compliance with the requirements and obligations of the division. The coordinator is empowered to receive and investigate complaints and allegations by MBEs, WBEs, third parties, or Unified

Government personnel, or to initiate his or her own investigations into compliance with the requirements and obligations of this division. If the coordinator determines in his or her sole discretion that an investigation is warranted, upon written notice of such investigation the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing burden of providing complete, truthful information to the coordinator and of otherwise proving compliance with the requirements and obligations of this division.

Sec. 18-270. Contract sanctions for failure to comply with requirements of division.

(a) If a contractor is found to be in violation of the provisions of this division; to otherwise be in breach of a contract; to perform as or to utilize MBEs or WBEs for a non-commercially useful function or as a conduit; to fail to submit information required by this division; to submit false, misleading, or materially incomplete statements, documentation, or records, including but not limited to contractor utilization plan, letters of intent, or good faith efforts; or to fail to cooperate in an investigation, it shall be subject to sanctions. The Unified Government may exercise any or all of its rights, including but not limited to withholding funds, imposing monetary penalties, or suspending or terminating the contract, contained in the contract terms and conditions. If the contract is suspended or terminated, the Unified Government reserves all its rights at law or equity, with the suspension or termination being deemed a response to a contractor default.

(b) In the event that the coordinator determines that a contractor has not complied with this division, the coordinator may assess the contractor a civil, remedial penalty of not more than 150 percent of the contract amount that would have been allocated to one or more MBEs or WBEs but for the contractor's noncompliance. In assessing a civil penalty:

(1) The coordinator shall calculate the applicable amount of civil penalty, and may reduce or waive all or part of the penalty in consideration of the following factors:

a. The length of the period of noncompliance;

b. The history of previous noncompliance with any provision of this division;

c. The monetary impact of the civil penalty on the contractor in correcting the noncompliance; or

d. Other facts and circumstances relevant to the noncompliance of the contractor.

(2) The coordinator shall collect assessed and unpaid civil penalties under this subsection by action initiated in state district court. A stay of any order of the coordinator pending judicial review shall not relieve a contractor from any civil penalty obligation imposed under this section.

(3) Any assessed civil penalties may be offset against any amount, including but not limited to contract retainage, otherwise due and owing to the contractor on the contract.

(4) The contract may be suspended or terminated, with the Unified Government reserving all its rights at law or equity, with such suspension or termination being deemed a response to a contractor default;

(5) The coordinator may suspend or debar the contractor from participating in Unified Government contracts subject to this division for a period as may be determined by the coordinator under such suspension and debarment procedures as may be established by the Unified Government. In that event, the coordinator shall regard as non-responsive any bid or proposal received during this time period that includes the contractor as a contractor, joint venturer, subcontractor, or supplier.

(6) If a contractor or other business enterprise knowingly receives new or additional work on a contract as a result of actions set out in this section, then the penalties in this section may be applied to such business enterprise.

(7) The coordinator may suspend or revoke an offending MBE's or WBE's eligibility for participation, may suspend its participation from counting toward a project goal, and may suspend or debar it from participating in future Unified Government contracts based upon such MBE's or WBE's acting as a conduit, failing to comply with the provisions of this division, failing to perform a commercially useful function on a contract, failing to submit required information, submitting false, misleading, or materially incomplete statements, documentation, or records, or failing to cooperate in an investigation.

(c) The coordinator may impose any one or more of the sanctions set out in this section against any contractor, joint venturer, subcontractor, or supplier determined to be in violation of the section, provided that the coordinator shall first advise the affected department head of the proposed sanction in writing. If the department head advises the coordinator in writing that the department head believes that imposition of the sanction would not be in the best interests of the

Unified Government, the coordinator shall consult with the department head before making a decision as to whether to impose the sanction.

(d) Suspected criminal violations shall be referred to the proper authorities for prosecution. If a conviction or a guilty plea is obtained as a result of such prosecution, the perpetrator may be barred from contracting with the Unified Government to the extent authorized by law.

Section 18-271. Appeal procedure.

(a) Any person or business enterprise aggrieved by any decision or action of the coordinator made under authority of this division, other than the determination of project goals, may appeal to the county administrator by delivering a written notice of appeal to the county administrator not later than 10 days following the receipt of notice of the coordinator's decision or action. The notice of appeal shall specify the decision or action appealed from and the reasons why the decision or action is believed to be in error. The person or business enterprise filing the notice of appeal shall serve copies of the notice of appeal by first-class mail or by hand-delivery on all persons or business enterprises known to have an interest in the outcome of the appeal. Service of copies of the notice of appeal on interested persons or business enterprises shall be documented in a certificate of service delivered to the county administrator with the notice of appeal. Failure to serve a copy of the notice of appeal on a person or business enterprise known to have an interest in the outcome of the appeal shall be grounds for denial of the appeal.

(b) Failure to file a timely appeal shall constitute waiver of the right to appeal the coordinator's decision or action.

(c) In the event that the outcome of the appeal may impact the award of a contract for which bids or proposals have been invited or requested before or during the pendency of the appeal, the county administrator, in his sole discretion, may delay award of the contract pending the outcome of the appeal.

(d) Upon receiving the notice of appeal, the county administrator shall decide whether to conduct a hearing on the appeal personally, to appoint a designee or hearing officer to hear the appeal, or to refer the appeal to the Contract Fairness Board established in section 18-272 for hearing and recommendation.

(e) A hearing on the appeal shall be held within 21 days of the county administrator's receipt of the notice of appeal. At the county administrator's discretion, the hearing date may be extended for up to an additional 14 days. The county administrator may expedite the appeal or request that the Contract Fairness Board expedite the appeal if he or she decides that it is in the interest of any interested party or the Unified Government to do so.

(f) A bidder or proposer who has been declared an apparent successful bidder or proposer shall have the right to intervene in any appeal filed on that project. Any bidder, proposer, contractor, or other person or business enterprise whose interests will be affected by any appeal may be permitted by the county administrator or the Contract Fairness Board (if the matter is referred by the county administrator to the Board) to intervene in the appeal.

(g) If the county administrator refers the appeal to the Contract Fairness Board, the Board shall report its findings and recommendations in writing to the county administrator within 10 days of the conclusion of the hearing.

(h) The county administrator shall send written notice of his decision on the merits of the appeal to the person or business enterprise appealing and to any known interested persons or business enterprises by first-class mail within 14 days after conclusion of the hearing or, if the appeal is referred to the Contract Fairness Board, within 10 days of receiving the Board's findings and recommendations.

(i) Exhaustion of the appeal procedure set forth in this section shall be a jurisdictional prerequisite to the commencement of a civil action in district court challenging any decision or action of the coordinator.

Sec. 18-272. Contract Fairness Board; composition; conflict of interest; quorum.

(a) There is hereby established the Unified Government Contract Fairness Board. The Board shall advise the county administrator and the coordinator on project goals for MBE and WBE participation in construction contracts and make recommendations for improvement of the MBE and WBE program.

(b) *Board composition*. The Board shall be composed of seven members appointed by the Mayor as follows:

(1) One member and one alternate recommended by the Builders' Association;

(2) One member and one alternate recommended by the Heavy Constructors' Association;

(3) One member and one alternate recommended by the Kansas Black Chamber of Commerce;

(4) One member and one alternate recommended by the Hispanic Contractors Association of Greater Kansas City;

(5) One member and one alternate recommended by the Women Construction Owners and Executives and National Association of Women in Construction;

(6) One member and one alternate recommended by the Kansas City, Kansas Chamber of Commerce; and

(7) A chairperson appointed by the Mayor.

(c) *Term of appointment*. The terms of all Board members shall be four years, except that the initial terms of the members and alternates appointed under subsection (b)(1), (3), and (5) shall be two years.

(d) *Co-chairperson.* The members of the Board shall select a co-chairperson from among them to preside in the absence of the chairperson.

(e) *Alternates*. In the event a Board member is unable to attend a meeting of the Board or has a conflict of interest on a particular contract or issue, the alternate shall serve in that member's place. The term of an alternate shall expire at the expiration of the term of the Board member.

(f) *Ineligible for appointment*. The following are ineligible to serve on the Contract Fairness Board:

(1) Officials and employees of the Unified Government, as defined in section 2-253 of this code, or an official's or employee's spouse, child, sibling, or parent; and

(2) Non-residents of the Unified Government's marketplace.

(g) *Conflict of interest*. If a Board member has a conflict of interest on a contract or issue that comes before the Board, the member shall be temporarily replaced by the alternate. If the alternate has a conflict of interest in a bid, contract, or issue that comes before the Board, the alternate shall recuse himself.

(h) *Quorum*. Four members or alternates of the Board shall constitute a quorum unless otherwise increased by Board rules.

Sec. 18-273. Responsibilities of the Contract Fairness Board; goal setting; appeals.

(a) *Goal setting*. Before release for bid or proposal, the coordinator shall present to the Contract Fairness Board recommended MBE or WBE goals for each proposed construction contract. The Board shall advise the coordinator as to whether it believes the recommended goals are appropriate. If the Board considers the recommended goals inappropriate, it shall recommend alternative goals to the coordinator. In the event of a disagreement over goals, the coordinator shall meet with the Board and attempt to reach agreement on goals for the project. The coordinator shall have authority to decide project goals, subject to approval by the county administrator.

(b) *Advice.* The coordinator and county administrator may seek the advice of the Board about any matter related to the administration of the programs established under this article. The coordinator, county administrator, mayor, or Commission may seek the Board's input or recommendations on modifications or additions to this ordinance.

(c) *Appeals*. When requested by the county administrator, the Board shall hold hearings on appeals filed under section 18-271 and shall issue written findings and make recommendations to the county administrator as to the disposition of the appeal.

(d) *Same; authority of board*. The Board shall hold a hearing within 21 days of the date the appeal was filed. The Board shall have authority to investigate and to inquire into all the facts and circumstances of the appeal and may hold investigative hearings for such purpose. The Board shall have the authority to issue advisory opinions concerning appeals to the county administrator, including recommending that the county administrator reverse, affirm, or modify decisions or actions of the coordinator. The Board shall issue a written report of its findings and recommendations to the county administrator within ten days of the conclusion of the hearing. The Board shall expedite the hearing and issuance of its findings and recommendations at the request of the county administrator.

(e) *Same; intervention*. A bidder or proposer who has been declared an apparent successful bidder or proposer shall have the right to intervene in any appeal filed on that project. Any bidder, proposer, contractor, or other person or business enterprise whose interests will be affected by any appeal may be permitted by the Board to intervene in the appeal.

Sec. 18-274. Review and sunset.

(a) This division shall be reviewed by the Board of Commissioners on or before the second anniversary of its enactment to determine whether it should be revised or whether additional studies are warranted.

(b) This division shall be repealed effective December 31, 2017.

Section 2. Severability. If any provision of this ordinance is held invalid or unenforceable, it shall be severed from the remaining provisions, which shall remain in full force and effect.

Section 3. Effective Date.

(a) This ordinance shall take effect and be in full force on January 1, 2016, after its passage, approval, and publication in the official Unified Government newspaper.

(b) This ordinance shall apply to all construction contracts exceeding $250,000 for which bids or proposals are invited or requested on or after January 1, 2016.

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

____

Mark Holland, Mayor/CEO

Attest:

____

Unified Government Clerk

Approved as to Form:

____

Assistant Counsel

Published 2-26-09 and 3-5-09

ORDINANCE NO. O-17-09

An ordinance amending Chapter 18 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, by adding a new article on supplier opportunity, directing the county administrator (1) to implement race- and gender-neutral remedies to encourage participation by small business enterprises, including minority and woman business enterprises, on Unified Government contracts; and (2) to take affirmative measures to provide opportunities for minority and woman business enterprises to participate on Unified Government construction contracts exceeding $250,000,

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

Section 1. Chapter 18 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, is amended by adding a new article to read as follows:

Article V. SUPPLIER OPPORTUNITY

DIVISION 1. GENERAL PROVISIONS

Sec. 18-150. Purpose and scope.

In 2006, the Unified Government co-sponsored an area-wide diversity study with the City of Kansas City, Missouri and other jurisdictions within the Kansas City metropolitan area. The results of that study, published in November 2006, showed statistically significant underutilization of minority and woman business enterprises as prime contractors or subcontractors in various categories of Unified Government contracts. The Board of Commissioners is committed to correcting these disparities and to increasing opportunities for minority and woman business enterprises to participate as prime contractors, joint venturers, subcontractors, and suppliers on Unified Government contracts. The intent of the Board of Commissioners is to achieve its supplier diversity goals through the use of race- and gender-neutral remedies to the extent feasible. As set forth below, the Board of Commissioners authorizes the county administrator to implement race- and gender-conscious remedies to the extent necessary to increase the utilization of minority and woman business enterprises on Unified Government construction contracts exceeding $250,000. The Board of Commissioners intends to review the results of this program regularly and, as set forth in this article, the county administrator is directed to collect data on participation of minority and woman business enterprises on Unified Government contracts.

Sec. 18-151. Annual goals.

(a) The county administrator shall recommend to the Board of Commissioners an overall annual goal for minority and woman business enterprise participation on Unified Government contracts, as well as a specific annual goal for the utilization of minority and woman business enterprises on construction contracts exceeding $250,000. Specific goals may be established for other industries, professions, or trade groupings. The goals shall be stated as a percentage of dollars anticipated to be spent on contracts in the upcoming year. The county administrator's recommendations shall be submitted to the Board of Commissioners during the fourth quarter of the preceding calendar year. For 2009, the county administrator shall submit recommendations for goals no later than May 31, 2009.

(b) As a basis for the establishment of the annual goals, the county administrator shall annually determine the availability of all minority and woman business enterprises doing business in the Unified Government's marketplace by industries, professions, or trade groupings. The county administrator shall conduct such inquiries, studies, and hearings, and utilize information and assistance from such persons, consultants, entities, or organizations, within or without the Unified Government, including but not limited to the coordinator of the Office of Supplier Opportunity, Contract Fairness Board, and department heads, as he or she may deem necessary to make annual recommendations.

(c) The Board of Commissioners shall review the annual goals recommended by the county administrator and may direct that additional inquiries be conducted as it deems appropriate. The Board of Commissioners shall approve, disapprove, or modify the recommended annual goals by resolution.

(d) As used in this division 1, "Unified Government contracts" means all Unified Government contracts, except contracts for minor purchases, sole source procurements, and emergency procurements.

Sec. 18-152. Responsibility of county administrator for achievement of annual goals; authority; reports to Board of Commissioners.

(a) The county administrator shall be responsible for achieving the annual goals established by the Board of Commissioners by any or all of the following means:

(1) By using race- and gender-neutral remedies to increase opportunities for minority and woman business enterprises to

participate as prime contractors, joint venturers, subcontractors, and suppliers on Unified Government contracts; and

(2) By using race- and gender-conscious measures to increase participation of minority and woman business enterprises on Unified Government construction contracts exceeding $250,000, as authorized in division 2 of this article.

(b) Except as otherwise provided, the following shall count toward the annual goals: Portions of work on Unified Government contracts undertaken by minority and woman business enterprises as prime contractors, joint venturers, subcontractors, and suppliers. For the work to count toward the annual goals, the minority or woman business enterprise must have performed a commercially useful function as defined in section 18-157(6).

(c) The county administrator is expressly delegated the necessary powers to effectuate the purposes of this article, including the authority to promulgate regulations necessary to implement its provisions.

(d) Not later than 30 days after the end of each of the first three quarters of the calendar year, the county administrator shall submit a written report to the Board of Commissioners detailing progress toward the annual goals.

(e) Not later than the last day of February of each year, the county administrator shall submit to the Board of Commissioners a comprehensive annual report for the previous calendar year, which shall include, but not be limited to, the following:

(1) Detailed information on the availability and participation of minority and woman business enterprises on Unified Government contracts during the previous year by industries, professions, or trade groupings, including the availability and utilization of minority and woman business enterprises on construction contracts exceeding $250,000;

(2) A comparison of MBE and WBE utilization achieved during the previous year to prior years and to the annual goal;

(3) A description and evaluation of the effectiveness of individual race- and gender-neutral measures undertaken by the Unified Government;

(4) For each construction contract exceeding $250,000, the availability of minority and woman business enterprises to perform the contracted work, the project goals, the justification for the goals, and whether the contractor complied with the goals or

demonstrated the required good faith efforts throughout the duration of the project;

(5) For any construction contract exceeding $250,000 for which the county administrator has waived or modified the application of project goals, an explanation of the reasons for the waiver or modification;

(6) A description of all enforcement efforts undertaken by the coordinator under division 2 of this article;

(7) The results of any additional studies conducted or commissioned by the Unified Government on the subject of supplier diversity, including disparity studies;

(8) If the annual goal was not met, a description of additional actions or program modifications being taken to ensure that the current year's goal is met; and

(9) Recommendations for further action by the Board of Commissioners.

Sec. 18-153. Race- and gender-neutral remedies.

(a) The county administrator shall implement race- and gender-neutral remedies to facilitate participation by minority and woman business enterprises as prime contractors, joint venturers, subcontractors, and suppliers on Unified Government contracts. Race- and gender-neutral remedies may include, but are not limited to, the following:

(1) Unbundling large procurements into small contracts;

(2) Establishing a small contracts rotation program for small businesses;

(3) Using direct contracting to award small prime contracts;

(4) Establishing a direct purchase program for supplies and materials utilized by prime contractors;

(5) Lowering insurance requirements, consistent with the interests of the Unified Government;

(6) Eliminating or reducing retainage for small contracts and releasing the subcontractor's portion of the retainage once its work has been completed and accepted;

(7) When mobilization is paid to the prime contractor, requiring the prime contractor to pay subcontractors mobilization in an amount equal to their participation level on the prime contract at the time they are directed to mobilize and before commencing their work;

(8) Developing an expedited payment program for small businesses;

(9) Providing prompt payment of undisputed invoice amounts and implementing procedures to resolve disputed items in a timely manner;

(10) Requiring prime contractors to validate that subcontractors have been paid before final payment;

(11) Developing formal subcontractor substitution standards;

(12) Requiring prime contractors to list all subcontractors included in their bids or proposals and all subcontractors who submitted bids or proposals but were not hired;

(13) Conducting routine post-award contract compliance monitoring;

(14) Establishing a complaint procedure for minority and woman business enterprises who believe they have been discriminatorily denied award of a prime contract or the opportunity to participate as a subcontractor or supplier on a contract;

(15) Using the Unified Government's website to give notice of forecasted projects and upcoming solicitations;

(16) Developing an internet registry of minority and woman business enterprises interested in participating on Unified Government contracts; and

(17) Establishing programs to educate small business enterprises, including minority and woman business enterprises, about contracting opportunities with the Unified Government.

(b) The county administrator may decline to implement or apply any race- and gender-neutral remedy if, in the county administrator's judgment, the annual goals set by the Board of Commissioners can be met in a more effective or cost-efficient manner through the implementation of other race- and gender-neutral remedies; implementing or applying the remedy would create an unreasonable risk of legal liability; or implementing or applying the remedy would be likely to have a substantial adverse impact on the operations or interests of the Unified Government.

Section 18-154. Office of Supplier Opportunity; coordinator; duties and authority.

(a) The county administrator shall establish an Office of Supplier Opportunity and shall appoint a coordinator to supervise the Office and to perform the duties and responsibilities set forth in this article. The county administrator shall assign necessary staff to assist the coordinator in discharging his or her duties and responsibilities. The qualifications for the position of coordinator shall be established by the county administrator, and the coordinator shall report to the county administrator or his or her designee.

(b) The coordinator shall have the following duties and responsibilities, in addition to any other duties and responsibilities specified in this article:

(1) To implement and administer the provisions of this article, subject to the direction of the county administrator or his or her designee;

(2) To formulate, propose, and implement rules and regulations for the development, implementation, administration, and monitoring of the programs established under this article, subject to approval by the county administrator;

(3) To determine on an ongoing basis the availability of minority and woman business enterprises within the Unified Government's marketplace for all relevant industries, professions, or trade groupings;

(4) To make recommendations to the county administrator on annual goals for participation of minority and woman business enterprises on Unified Government contracts;

(5) To evaluate and make recommendations to the county administrator on the implementation of race- and gender-neutral remedies;

(6) To coordinate with the chief procurement officer, department heads, and other Unified Government employees to ensure the efficient and cost-effective implementation of the programs under this article;

(7) In cooperation with the chief procurement officer and department heads, to establish information reporting requirements for

contractors that shall be incorporated into the terms of all invitations for bids, requests for proposals, and contracts;

(8) To collect and maintain in a centralized database all data needed to evaluate the utilization of minority and woman business enterprises on Unified Government contracts and the impact of the programs established under this article, including race- and gender-neutral remedies;

(9) To collect and maintain data on the residency of all contractors, joint venturers, subcontractors, and suppliers who participate on contracts subject to division 2 of this article;

(10) To monitor the Unified Government's progress towards the established annual MBE and WBE goals;

(11) To determine the eligibility of business enterprises to participate as minority or woman business enterprises on contracts subject to division 2 of this article;

(12) To attend meetings of the Contract Fairness Board and to furnish staff assistance to the Board;

(13) To establish project goals under division 2 of this article with the assistance and advice of the Contract Fairness Board and in consultation with the department head;

(14) To evaluate bids or proposals for compliance with project goals, including determining whether the bidder or proposer has demonstrated required good faith efforts;

(15) To monitor post-award compliance with project goals and the requirements of division 2 of this article;

(16) To enforce the provisions of division 2 of this article, including imposing sanctions when warranted;

(17) To provide information and assistance to minority and woman business enterprises and other small business enterprises relating to Unified Government contracting practices and procedures and bid specifications, requirements, and prerequisites;

(18) To implement an online directory of minority and woman business enterprises as part of the Unified Government's website;

(19) To develop and maintain relationships with organizations representing contractors, including organizations representing minorities and women, and to solicit their input and advice on the Unified Government's programs;

(20) To implement any MBE, WBE, or DBE program required by federal or state law or contract;

(21) To monitor compliance with MBE, WBE, or local business enterprise participation goals contained in any development or similar agreement to which the Unified Government is a party;

(22) To conduct or recommend studies necessary to evaluate, support, or improve the programs established under this article;

(23) To assist the county administrator in preparing quarterly and annual reports to the Board of Commissioners, as required by subsections 18-152(d) and (e); and

(24) To perform other related duties as assigned.

Sec. 18-155. Relation to Chapter 29, Procurement Code.

This article is intended to supplement the procurement code in Chapter 29 of this code. To the extent that the provisions of this article are inconsistent with the provisions of Chapter 29, the provisions of this article shall govern.

DIVISION 2. MBE/WBE PROGRAM FOR CONSTRUCTION CONTRACTS EXCEEDING $250,000

Sec. 18-156. Contracts subject to this division.

(a) Except as otherwise provided, the provisions of this division shall apply to all construction contracts exceeding $250,000.

(b) The provisions of this division shall not apply to a contract to be paid in whole or part with funds from the United States government or the State of Kansas to the extent that they are inconsistent with requirements, terms, or conditions imposed by those governments.

Sec. 18-157. Definitions.

For the purposes of this division, the following definitions shall apply, unless otherwise clearly required by the context:

(1) *Annual goal* means the annual goal established by the Board of Commissioners under section 18-151(c).

(2) *Bid* means a bid to perform a construction project made in response to an invitation for bid, as provided in section 29-153 of the procurement code.

(3) *Bid shopping* means the practice in which a person divulges or requires another to divulge a subcontractor's bid or proposal for the purpose of securing a lower bid or proposal.

(4) *Broker* means a business enterprise that performs a commercially useful function as an intermediary, for a fee, in the acquisition of materials, supplies, or equipment, regardless of whether or not it takes title to such materials, supplies, or equipment, for the Unified Government or its contractors or suppliers, but that is not a manufacturer, manufacturer's representative, or regular dealer. Only bona fide commissions earned by a broker for its activities in performing a commercially useful function on a Unified Government contract shall be counted toward the project goal.

(5) *Business enterprise* or *business* means an individual, sole proprietorship, corporation, limited liability company, partnership, limited partnership, limited liability limited partnership, joint stock company, joint venture, professional association, or any other legal entity operated for profit that is properly licensed or registered, as applicable, owned and controlled by persons who are citizens or lawful permanent residents of the United States, and otherwise authorized to do business in the State of Kansas.

(6) *Commercially useful function* means real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. An MBE or WBE performs a commercially useful function when it is responsible for executing the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, all relevant factors will be evaluated, including the following:

a. The amount of work subcontracted;

b. Industry practices;

c. Whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing;

d. Whether the MBE or WBE has the skill and expertise to perform the work for which it is being utilized;

e. Whether the MBE or WBE is responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering, installing (where applicable), and paying for the material and supplies itself; and

f. The credit claimed for its performance of the work.

(7) *Competitive selection process* means the process of using competitive sealed proposals, as described section 29-154 of this code.

(8) *Conduit* means an MBE or WBE that knowingly agrees to pass the scope of work for which it is listed for participation and is scheduled to perform or supply on a contract to a non-MBE or non-WBE. In this type of relationship, the MBE or WBE has not performed a commercially useful function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the commercially useful function requirement, and, therefore, the MBE's or WBE's participation does not count toward the MBE or WBE goals on the contract.

(9) *Construction* means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include routine operation, repair, or maintenance of existing structures, buildings, or real property.

(10) *Construction contract* means any Unified Government construction contract whose value exceeds $250,000, except those that are exempted from a competitive bidding or selection process under the procurement code in Chapter 29. This definition shall encompass design-build contracts, but does not include stand-alone contracts with the Unified Government for professional design and construction services or for construction-related supplies.

(11) *Contractor* means a business enterprise that enters into a competitively bid or otherwise competitively selected contract with the Unified Government, in privity of contract with the Unified Government.

(12) *Day*, unless otherwise indicated, means working day.

(13) *Design-build contract* means a contract for the procurement of both the design and the construction of a structure, building, or other improvement in a single contract with a single design-build contractor or combination of such contractors that are capable of providing the necessary design and construction services.

(14) *Coordinator* means the coordinator of the Office of Supplier Opportunity.

(15) *Good faith efforts* means substantive and meaningful good faith actions undertaken by a contractor to achieve the MBE and WBE project goals as defined in more detail in section 18-161 of this division.

(16) *Individual* or *person* means a natural human being and not a legally-created or maintained entity.

(17) *Joint venture* means an association of two or more business enterprises to constitute a single business enterprise to perform a Unified Government construction contract for which purpose they combine their property, capital, efforts, skills, and knowledge and in which endeavor each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and shares in the capital contribution, control, management responsibilities, risks, and profits of the joint venture to an extent equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the joint venturers and their relationship and responsibility to the contract.

(18) *Manufacturer* means a business enterprise that operates or maintains a factory or establishment that produces, or substantially alters on the premises, the materials, supplies, or equipment provided to contractors, subcontractors, manufacturer's representatives, or suppliers on a contract, required under the contract and of the general character described by the contract specifications. The percentage of the value of the commercially useful function performed by a manufacturer on a Unified Government contract shall be counted toward the applicable project goal in the same manner as for a supplier.

(19) *Manufacturer's representative* means a business enterprise that sells products for one or more manufacturers. The manufacturer's representative must possess any licenses or certifications required by the manufacturer to sell its products. A manufacturer's representative does not take legal title to or physical possession of the products that it sells, the products generally being sent directly from the manufacturer to the contractor or subcontractor purchasing the products. Only bona fide commissions earned by a manufacturer's representative in performing a commercially useful function on a contract shall be counted toward the project goal as set out in section 18-159.

(20) *Minority* or *minority individual* means a person who is a citizen or lawful permanent resident of the United States and who is:

a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person;

b. Hispanic American or Latino American, a person whose origins are in Mexico, Central, or South America, or any of the Spanish-speaking islands of the Caribbean (for example, Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person;

c. Asian or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or

d. Native-American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter (1/4) descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

(21) *Minority business enterprise* or *MBE* means a business enterprise that is owned and controlled by one or more minority individuals and that is certified as a minority business enterprise by one of the entities set forth in section 18-158(a)(1).

(22) *Packager* means a business enterprise that performs a commercially useful function in the packaging of goods, but is not itself a regular dealer, manufacturer, or manufacturer's representative. A packager shall be considered and treated as a broker.

(23) *Principal place of business* means the location at which the business records of the business enterprise are maintained and the location at which the individual who manages the business enterprise's day-to-day operations spends the majority of his or her working hours.

(24) *Professional design and construction services* means those areas of services ancillary to construction as encompassed within the Unified Government's contracting processes, including but not limited to architectural, engineering, real estate appraisal, land surveying, testing, and construction management services.

(25) *Proposal* means a proposal to perform a construction project submitted in response to a request for proposals, as provided in section 29-154 of the procurement code.

(26) *Qualified* means that a business enterprise has the financial ability, expertise, skill, experience, licensing and registration, and access to the necessary staff, facilities, and equipment to complete contracts or subcontracts that it may undertake on projects. The Unified Government makes no representations as to the qualification of any business enterprise.

(27) *Regular dealer* means a business enterprise that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the contract specifications and required for the performance of the contract are bought and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the business enterprise must be an established, regular business engaged in, as a substantial and material portion of its business, and in its own name, the purchase and sale or lease of the products in question. A regular dealer is presumed to keep such materials, supplies, articles, or equipment in stock, but must in any event bear the risk of loss of such items. A regular dealer in such bulk items as steel, cement, gravel, stone, asphalt, and petroleum products need not own, operate, or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementation of a regular dealer's distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, conduits, packagers, manufacturers, and manufacturer's representatives shall not be regarded as regular dealers within the meaning of this term.

(28) *Subcontractor* means a business enterprise that directly contracts with a contractor or subcontractor to perform work on a Unified Government contract.

(29) *Supplier* means a business enterprise that directly contracts with a contractor or subcontractor to provide materials, supplies, or equipment on a Unified Government contract. A supplier may be a regular dealer, manufacturer, manufacturer's representative, or broker.

(30) *Unified Government's marketplace* means the geographic and procurement area in which the Unified Government contracts on an ongoing basis and includes Cass, Clay, Jackson, and Platte counties in Missouri and Johnson, Leavenworth, and Wyandotte counties in Kansas.

(31) *Woman business enterprise* or *WBE* means a business enterprise that is owned and controlled by one or more women who are citizens or lawful permanent residents of the United States and that is certified as a woman business enterprise by one of the entities set forth in section 18-158(a)(1).

Sec. 18-158. Eligibility of business enterprise to participate as MBE or WBE.

(a) To be eligible to participate as a minority or woman business enterprise on contracts subject to this division, a business enterprise must meet the following requirements:

(1) It must be certified as a minority or woman business enterprise (MBE or WBE) by one of the following entities:

a. City of Kansas City, Missouri;

b. State of Kansas or its certifying agencies, including the Kansas Department of Commerce and Housing and Kansas Department of Transportation;

c. State of Missouri or its certifying agencies, including the Office of Supplier and Workforce Diversity and Missouri Department of Transportation;

d. Mid-America Minority Business Development Council;

e. Women's Business Enterprise National Council; or

f. National Women Business Owners Corporation.

(2) It must have a real and substantial presence in the Unified Government's marketplace. A business enterprise will be deemed to have a real and substantial presence in the Unified Government's marketplace if:

a. The enterprise's principal office or place of business is in the Unified Government's marketplace;

b. The enterprise maintains full-time employees in one or more of the enterprise's offices within the Unified Government's marketplace to conduct or solicit business in the Unified Government's marketplace the majority of their working time;

c. The enterprise has transacted business more than once in the Unified Government's marketplace within the past three years; and

d. The enterprise has been in existence in the Unified Government's marketplace for at least one year.

(b) The coordinator shall, by rule and regulation or informal guidelines relating solely to internal management and procedure, establish reasonable procedures and methods for the determining the eligibility of business enterprises to participate as MBEs or WBEs on contracts subject to this division.

(c) *Unified Government officials, employees, and their relatives ineligible.* No business enterprise shall be eligible to participate as an MBE or WBE on contracts subject to this division if ownership or control of such business enterprise is held by a Unified Government official or employee, as defined in section 2-253 of this code, or an official's or employee's spouse, child, sibling, or parent.

(d) *Disqualification of business enterprise.* The coordinator shall disqualify a business enterprise that does not continuously meet the above eligibility criteria from participating as an MBE or WBE on contracts subject to this division.

(1) *Duty to notify of change of circumstances.* The business enterprise shall notify the coordinator of any change in its circumstances affecting its continued eligibility under this division within 30 days after the enterprise becomes aware of the change of circumstances. Failure to notify the coordinator of a change of circumstances affecting eligibility may result in the imposition of sanctions under section 18-170.

(2) *Failure to respond, attend, honor, or comply.* The coordinator may disqualify a business enterprise from participating as an MBE or WBE on contracts subject to this division if the enterprise repeatedly fails to respond to requests for quotations from bidders or proposers who timely solicit participation on a contract, to attend relevant pre-bid or pre-proposal conferences, to honor quotations in good faith, or otherwise to comply with the requirements of this division.

Sec. 18-159. Project goals.

(a) Upon approval of the county administrator, the coordinator shall add a requirement to the bid or proposal instructions for each construction contract assigning project goals for MBE and WBE utilization based upon a percentage of the dollar value of all work on the contract, and, as set out below, the availability of MBEs and WBEs to perform the work and the Unified Government's progress toward meeting the annual goal for construction contracts; provided that, if the county administrator determines it to be in the best interests of the Unified Government, the county administrator may waive or modify the application of a project goal for a given contract. The goal percentage assigned by the coordinator may vary from contract to contract consistent with meeting the annual goal. The individual project goal for each contract shall be set forth in the bid or proposal instructions.

(b) The following contributions shall count toward the project goal as more specifically provided below: Portions of work undertaken by MBEs and WBEs as contractors, joint venturers, subcontractors, and suppliers.

(c) As an aid in the establishment of an individual project goal, the coordinator shall seek the advice and assistance of the Contract Fairness Board established in section 18-172. The coordinator may utilize the advice of the Contract Fairness Board to the extent that the coordinator deems it to be appropriate and consistent with the purposes of this article.

(d) Upon approval of the county administrator, the coordinator may cause a representative sample of Unified Government construction contracts to be bid or otherwise selected without a project goal to determine MBE and WBE utilization on such contracts in the absence of a goal.

Sec. 18-160. Compliance with project goals.

The bid or proposal specifications for each construction project shall require that all bidders or proposers seeking to contract with the Unified Government address the project goal through one or more of the following subsections, or by demonstrating good faith efforts as set out in section 18-161:

(a) If the bidder or proposer is an MBE or WBE, the value of the commercially-useful function to be self-performed by the MBE or WBE shall count to the extent provided in section 18-162 toward satisfaction of the project goal, provided that the project goal to the extent not met by bidder or proposer self-performance shall be addressed as otherwise set out in this section;

(b) If the bidder or proposer submits a joint venture agreement that includes one or more MBEs or WBEs, the value of the commercially useful function to be performed by the MBEs or WBEs in the joint venture shall count to the extent provided in section 18-162 toward satisfaction of the project goal. The joint venture is subject to review and approval by the coordinator, and the joint venture agreement shall be provided to the coordinator within a time period before the date of bid opening or the date of final project-specific proposal in the case of a competitive selection process defined by the coordinator. Joint venturer participation will count toward the satisfaction of the project goal upon confirmation by the coordinator of the utilization in the joint venture of joint management and full integration of work forces by the joint venturers; or

(c) If the bidder or proposer utilizes MBEs or WBEs as subcontractors or suppliers, the value of the commercially useful function to be performed by such MBEs and WBEs shall count to the extent provided in section 18-162 toward satisfaction of the project goal.

Sec. 18-161. Good faith efforts.

(a) If the bidder or proposer has not fully met the project goal established under section 18-159, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the coordinator, within two days after bid opening by the Unified Government or date of final project-specific proposal in the case of a competitive selection process, a detailed statement of its good faith efforts to meet the project goal. The statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this division. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes to be relevant. Failure of a bidder or proposer to show good faith efforts as to any one of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

(1) If pre-bid or pre-selection meetings are scheduled by the Unified Government at which MBEs and WBEs may be informed of joint venture, subcontracting, or supplier opportunities under a proposed contract to be bid or procured under a competitive selection process, attendance at such pre-bid or pre-selection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.

(2) The bidder or proposer must solicit by all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of the MBEs and WBEs within sufficient time, before the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow the MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.

(3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as joint venturers or subcontractors, and for bidder or proposer self-performed work, as suppliers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals, and quotes from

MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

(4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to the solicitation.

(5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of negotiation with each MBE or WBE.

(6) For each MBE or WBE that contacted the bidder or proposer or that the bidder or proposer contacted, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a joint venture, subcontracting, or supplier agreement, as applicable.

(7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized joint venturers, subcontractors, and suppliers on the contract, whether or not they are MBEs or WBEs. In determining whether an MBE or WBE is qualified, the bidder or proposer shall be guided by the definition of qualified in section 18-157(26). Evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

(c) In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting the project goal may be considered.

Sec. 18-162. Identification of participating MBEs and WBEs.

(a) At the time of bid opening or date of final project-specific proposal in the case of a competitive selection process, the bidder or proposer shall provide to the Unified Government an affidavit of intended utilization in a form prescribed by the coordinator stating its intent to meet the project goals or to submit evidence of good faith efforts to meet those goals.

(b) Within two days of bid opening or date of final project-specific proposal in the case of a competitive selection process, the bidder or proposer shall provide to the Unified Government the following:

(1) A notarized contractor utilization plan in a form prescribed by the coordinator. The contractor utilization plan shall list all MBEs and WBEs that are being utilized toward the satisfaction of the project goal, whether as a self-performing bidder or proposer or as joint venturers, subcontractors, or suppliers. The list shall specify:

a. The name and contact name for each MBE or WBE;

b. The dollar value and description of the commercially useful function to be performed by the MBE or WBE, consistent with subsections (e) and (f) of this section;

c. The percentage of the value of the commercially useful function to be performed by the MBE or WBE, consistent with subsections (e) and (f), as compared to the total contract amount;

d. The designation of each business enterprise as either an MBE or WBE; and

e. An adequate statement from the bidder or proposer that the dollar amount of work to be performed by each MBE or WBE on the contract, other than that self-performed by the bidder or proposer, was furnished to the bidder or proposer and agreed upon before the bid opening or date of final project-specific proposal in the case of a competitive selection process.

(2) An executed letter of intent for each MBE or WBE listed by the bidder or proposer, affirming that the contractor agrees to utilize

the MBE or WBE on the project and describing the commercially useful function to be performed and the agreed upon dollar amount to be paid by the contractor; and

(3) If the bidder or proposer has failed to meet the project goals, the statement of good faith efforts required by section 18-161.

(c) Failure to provide the documentation required by subsections (a) and (b) in a timely manner will render the bid or proposal non-responsive.

(d) Only that level of MBE or WBE utilization demonstrated in accordance with this section at the time of bid opening or date of final project-specific proposal in the case of a competitive selection process may be counted in satisfaction of the project goal, except as otherwise set out in sections 18-165 and 18-166.

(e) All MBE or WBE contractors, joint venturers, subcontractors, or suppliers must actually perform a commercially useful function in the work of a contract within the areas for which they are certified, and must not function as a conduit. Consistent with industry practice, and as permitted by rules and regulations adopted by the coordinator, MBEs and WBEs may enter into subcontracts, including subcontracts with non-MBEs and non-WBEs. In no case, however, shall an MBE or WBE act as a conduit, nor shall the participation of an MBE or WBE count toward a project goal to the extent it fails to perform a commercially useful function.

(f) Expenditures for materials, supplies, and equipment obtained from an MBE or WBE supplier shall count toward the appropriate project goal. Expenditures for materials, supplies, and equipment paid to MBEs and WBEs that are not suppliers may count toward an appropriate project goal only to the extent of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, provided that the fee or commission is determined by the coordinator to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(g) Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide quotations to other bidders or proposers is prohibited and shall render the bid or proposal non-responsive.

(h) Bid shopping is prohibited and shall render the bid or proposal non-responsive.

Sec. 18-163. Responsive and nonresponsive bids or proposals.

(a) *Responsive; compliance with requirements.* If the coordinator determines that a bid or final project-specific proposal in the case of a competitive selection process meets the project goal, or that the bidder or proposer has shown adequate good faith efforts as required by section 18-161, then the coordinator shall notify the procurement officer and department head to regard the bid or proposal as responsive under with this division.

(b) *Failure to meet requirements.* If the coordinator determines that a bid or proposal does not meet the project goal and that the bidder or proposer has failed to show good faith efforts as required by section 18-161, or that the bidder or proposer has failed to provide timely documentation as required by section 18-162, then the coordinator shall notify the procurement officer and department head to regard the bid or proposal as non-responsive, and no further consideration shall be given by the Unified Government to the bid or proposal.

(c) *Informal meeting.* If the coordinator finds the bid or proposal non-responsive in accordance with subsection (b) above for failure of the bidder or proposer to show adequate good faith efforts, the non-responsive bidder or proposer may request an informal meeting with the coordinator within two working days from the date that the Unified Government notifies the bidder or proposer of the inadequacy of good faith efforts. The coordinator shall meet with the non-responsive bidder or proposer before notifying the procurement officer and department head that the bid or proposal is non-responsive. All deficiencies in the good faith efforts shall be explained to the bidder or proposer at such meeting after which the bidder or proposer shall be allowed an additional 24 hours in which to submit additional information or to clarify the original good faith efforts. The coordinator will at no time, however, allow joint venturers, subcontractors, or suppliers not listed on the contractor utilization plan to be counted toward meeting the project goal for the purpose of making the bid or proposal responsive. If after this informal meeting or the expiration of the 24-hour period to submit additional information, the coordinator still finds the bid or proposal to be non-responsive, the coordinator shall make the notification as stated in subsection (b) above.

Sec. 18-164. Schedule of work to be performed by MBEs and WBEs.

Within five working days following commencement of work on a contract, the contractor shall submit to the coordinator a duplicate of the project schedule that sets forth in detail the anticipated utilization of all MBEs and WBEs on the contract. In the event of a contract performance delay of more than one-third of the originally estimated length of time between project notice to proceed and completion, the contractor shall submit to the coordinator not later than the originally estimated date of project completion, a revised schedule for utilization of all MBEs and WBEs on the contract.

Sec. 18-165. Compliance with achieved project goal level required throughout performance of contract.

(a) Upon award of a contract by the Unified Government that includes a project goal, the project goal becomes a covenant of performance by the contractor in favor of the Unified Government.

(b) All contracts subject to this division shall be reviewed by the coordinator for compliance with the provisions of this division. This review shall examine, but not be limited to, whether the MBE and WBE participation dollar amounts and percentages and achieved project goal levels upon which the contract was awarded are maintained over the term or duration of the contract.

(c) For any contract for which the coordinator has set a project goal, it shall be an ongoing, affirmative obligation of the contractor on such contract to maintain, at a minimum, compliance with the originally achieved level of MBE and WBE participation upon which the contract was awarded, for the duration of the contract, unless the Unified Government initiates a material alteration to the scope of work affecting MBEs or WBEs performing on the contract through change order, contract amendment, force account, or as otherwise described in section 18-166.

(d) The coordinator shall evaluate the utilization of MBEs and WBEs to determine whether such MBEs and WBEs are performing a commercially useful function. The evaluation shall examine the amount of work subcontracted, industry practice, and other relevant factors. The amount of MBE and WBE participation credited toward a project goal shall be based upon an analysis of the specific duties performed by the MBE or WBE and the extent to which such duties constitute a commercially useful function. The coordinator may undertake such inquiries or studies, consult such employees, or, with the approval of the county administrator, retain such consultants as may be necessary to assist the coordinator in making these determinations.

(e) The work performed by an MBE or WBE not providing a commercially useful function or by an MBE or WBE functioning as a conduit shall not count toward meeting the project goal.

Sec.18-166. Project change orders, amendments, and modifications.

(a) Contractors shall have a continuing obligation to immediately inform the coordinator in writing of any agreed-upon increase or decrease in the scope of work of the contract, upon any of the bases discussed in this section, regardless of whether the increase or decrease in scope of work has been reduced to writing at the time of notification.

(b) Any increase in the scope of work of a construction contract, whether by amendment, change order, force account, or otherwise that increases the dollar value of the contract, whether or not the change is within the scope of work designated for performance by an MBE or WBE at the time of contract award, shall be contemporaneously submitted to the coordinator. Those amendments, change orders, force accounts, or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBEs and WBEs equal to the original project goal on the contract that was included in the bid or proposal requirements. The contractor shall satisfy such goal as respects the changed scope of work by soliciting new MBEs or WBEs in accordance with section 18-160, or the contractor must show each element of modified good faith efforts set out in section 18-168(c). The contractor shall supply to the coordinator the documentation described in section 18-168(c) with respect to the increased dollar value of the contract.

Sec. 18-167. Payments to joint venturers, subcontractors and suppliers.

All contractors shall promptly render payment to all joint venturers, subcontractors, and suppliers on a contract. A contractor shall provide with each pay request to the Unified Government, beginning with the second pay request, partial claim releases from joint venturers, subcontractors, and suppliers in form and content satisfactory to the Unified Government or shall provide, at the Unified Government's sole option, alternative proof of payment to subcontractors and suppliers in form and content approved by the coordinator, evidencing that all joint venturers, subcontractors, and suppliers have been duly paid out of the proceeds of the contractor's payments from the Unified Government, unless a bona fide dispute, documented in writing, exists between the contractor and the unpaid joint venturer, subcontractor, or supplier.

Sec. 18-168. Potential violations during contract performance.

(a) A contractor who has been awarded a contract based upon a given level of MBE and WBE participation shall not at any time before or during the performance of such contract:

(1) Fail to utilize an MBE or WBE that was listed on the contractor utilization plan to satisfy the project goal, and for which a letter of intent was submitted, without substituting another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith efforts, as defined in subsection (c) of this section, to substitute another MBE or WBE; or

(2) Fail to allow an MBE or WBE functioning as a joint venturer, subcontractor, or supplier to perform the commercially useful

function, the value of which was originally counted for that MBE or WBE in awarding the contract; or

(3) Modify or eliminate all or a portion of the scope of work attributable to an MBE or WBE upon which the contract was awarded, unless directed by the Unified Government; or

(4) Terminate an MBE or WBE originally utilized as a joint venturer, subcontractor, or supplier in order to be awarded the contract without replacing the MBE or WBE with another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith efforts, as defined in subsection (c), to substitute another MBE or WBE; or participate in a conduit relationship with an MBE or WBE scheduled to perform work on the contract; or commit any other violation of this division, or rules and regulations promulgated under this division, that constitutes a material breach of the contract, not mentioned above.

(b) Any action by a contractor in violation of subsections (a)(1) through (4) of this section shall constitute a material breach of the contract and shall entitle the Unified Government to exercise all of its rights at law or equity for such material breach, in addition to exercising any of the other sanctions set out in section 18-170. If, after award of a contract, an MBE or WBE has its certification terminated, fails to perform a commercially useful function, the value of which was originally counted for that MBE or WBE in awarding the contract, or voluntarily withdraws its MBE or WBE participation on the contract, and the contractor can demonstrate that the termination or failure did not result from any action or inaction, whether direct or indirect, by the contractor, the termination of certification, failure to perform a commercially useful function, or withdrawal from participation shall not be deemed to affect compliance with the project goal and shall not be deemed a breach of the contract; provided, however, that the terminated MBE or WBE is substituted with another MBE or WBE performing the same commercially useful function and dollar amount, or that modified good faith efforts to substitute another MBE or WBE, as defined in subsection (c), are demonstrated.

(c) In the event that a contractor must add or replace an MBE or WBE joint venturer, subcontractor, or supplier or in the event that a new scope of work is added to the ongoing contract, and the contractor is in non-compliance with maintenance of the original project goal upon which the contract was awarded due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor to show good faith efforts as to any one of the following categories shall render its overall good faith efforts showing insufficient and its contract performance in non-compliance with this division.

(1) The contractor must submit notice in writing to the coordinator of its intent to terminate or replace an MBE or WBE previously identified for participation. The reason for the termination or replacement must be stated and the type of work or services must be identified.

(2) The contractor must verify in writing to the coordinator that it used the most current MBE and WBE directory from the Unified Government to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith efforts.

(3) The contractor must submit documentation to the coordinator verifying its efforts to contact appropriate MBEs and WBEs within the Unified Government's marketplace. Facsimile transmission, e-mail, and telephone communication will be acceptable. The coordinator may verify such contacts as he deems appropriate.

(4) Documentation of the modified good faith efforts must be submitted to the coordinator before the payment to the contractor of the next progress or other partial payment or fund release under the contract.

Sec. 18-169. Burden of proof; investigations of compliance.

Any business enterprise affected by the operation of this division shall have the burden of proving its compliance with the requirements and obligations of the division. The coordinator is empowered to receive and investigate complaints and allegations by MBEs, WBEs, third parties, or Unified Government personnel, or to initiate his or her own investigations into compliance with the requirements and obligations of this division. If the coordinator determines in his or her sole discretion that an investigation is warranted, upon written notice of such investigation the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing burden of providing complete, truthful information to the coordinator and of otherwise proving compliance with the requirements and obligations of this division.

Sec. 18-170. Contract sanctions for failure to comply with requirements of division.

(a) If a contractor is found to be in violation of the provisions of this division; to otherwise be in breach of a contract; to perform as or to utilize MBEs or WBEs for a non-commercially useful function or as a conduit; to fail to submit information required by this division; to submit false, misleading, or materially incomplete statements, documentation, or records, including but not limited to contractor utilization plan, letters of intent, or good faith efforts; or to fail to cooperate in an investigation, it shall be subject to sanctions. The Unified Government may exercise any or all of its rights, including but not limited to withholding funds, imposing monetary penalties, or suspending or terminating the contract, contained in the contract terms and conditions. If the contract is suspended or terminated, the Unified Government reserves all its rights at law or equity, with the suspension or termination being deemed a response to a contractor default.

(b) In the event that the coordinator determines that a contractor has not complied with this division, the coordinator may assess the contractor a civil, remedial penalty of not more than 150 percent of the contract amount that would have been allocated to one or more MBEs or WBEs but for the contractor's noncompliance. In assessing a civil penalty:

(1) The coordinator shall calculate the applicable amount of civil penalty, and may reduce or waive all or part of the penalty in consideration of the following factors:

a. The length of the period of noncompliance;

b. The history of previous noncompliance with any provision of this division;

c. The monetary impact of the civil penalty on the contractor in correcting the noncompliance; or

d. Other facts and circumstances relevant to the noncompliance of the contractor.

(2) The coordinator shall collect assessed and unpaid civil penalties under this subsection by action initiated in state district court. A stay of any order of the coordinator pending judicial review shall not relieve a contractor from any civil penalty obligation imposed under this section.

(3) Any assessed civil penalties may be offset against any amount, including but not limited to contract retainage, otherwise due and owing to the contractor on the contract.

(4) The contract may be suspended or terminated, with the Unified Government reserving all its rights at law or equity, with such suspension or termination being deemed a response to a contractor default;

(5) The coordinator may suspend or debar the contractor from participating in Unified Government contracts subject to this division for a period as may be determined by the coordinator under such suspension and debarment procedures as may be established by the Unified Government. In that event, the coordinator shall regard as non-responsive any bid or proposal received during this time period that includes the contractor as a contractor, joint venturer, subcontractor, or supplier.

(6) If a contractor or other business enterprise knowingly receives new or additional work on a contract as a result of actions set out in this section, then the penalties in this section may be applied to such business enterprise.

(7) The coordinator may suspend or revoke an offending MBE's or WBE's eligibility for participation, may suspend its participation from counting toward a project goal, and may suspend or debar it from participating in future Unified Government contracts based upon such MBE's or WBE's acting as a conduit, failing to comply with the provisions of this division, failing to perform a commercially useful function on a contract, failing to submit required information, submitting false, misleading, or materially incomplete statements, documentation, or records, or failing to cooperate in an investigation.

(c) The coordinator may impose any one or more of the sanctions set out in this section against any contractor, joint venturer, subcontractor, or supplier determined to be in violation of the section, provided that the coordinator shall first advise the affected department head of the proposed sanction in writing. If the department head advises the coordinator in writing that the department head believes that imposition of the sanction would not be in the best interests of the Unified Government, the coordinator shall consult with the department head before making a decision as to whether to impose the sanction.

(d) Suspected criminal violations shall be referred to the proper authorities for prosecution. If a conviction or a guilty plea is obtained as a result of such prosecution, the perpetrator may be barred from contracting with the Unified Government to the extent authorized by law.

Section 18-171. Appeal procedure.

(a) Any person or business enterprise aggrieved by any decision or action of the coordinator made under authority of this division, other than the determination of project goals, may appeal to the county administrator by delivering a written notice of appeal to the county administrator not later than 10 days following the receipt of notice of the coordinator's decision or action. The notice of appeal shall specify the decision or action appealed from and the reasons why the decision or action is believed to be in error. The person or business enterprise filing the notice of appeal shall serve copies of the notice of appeal by first-class mail or by hand-delivery on all persons or business enterprises known to have an interest in the outcome of the appeal. Service of copies of the notice of appeal on interested persons or business enterprises shall be documented in a certificate of service delivered to the county administrator with the notice of appeal. Failure to serve a copy of the notice of appeal on a person or business enterprise known to have an interest in the outcome of the appeal shall be grounds for denial of the appeal.

(b) Failure to file a timely appeal shall constitute waiver of the right to appeal the coordinator's decision or action.

(c) In the event that the outcome of the appeal may impact the award of a contract for which bids or proposals have been invited or requested before or during the pendency of the appeal, the county administrator, in his sole discretion, may delay award of the contract pending the outcome of the appeal.

(d) Upon receiving the notice of appeal, the county administrator shall decide whether to conduct a hearing on the appeal personally, to appoint a designee or hearing officer to hear the appeal, or to refer the appeal to the Contract Fairness Board established in section 18-172 for hearing and recommendation.

(e) A hearing on the appeal shall be held within 21 days of the county administrator's receipt of the notice of appeal. At the county administrator's discretion, the hearing date may be extended for up to an additional 14 days. The county administrator may expedite the appeal or request that the Contract Fairness Board expedite the appeal if he or she decides that it is in the interest of any interested party or the Unified Government to do so.

(f) A bidder or proposer who has been declared an apparent successful bidder or proposer shall have the right to intervene in any appeal filed on that project. Any bidder, proposer, contractor, or other person or business enterprise whose interests will be affected by any appeal may be permitted by the county administrator or the Contract Fairness Board (if the matter is referred by the county administrator to the Board) to intervene in the appeal.

(g) If the county administrator refers the appeal to the Contract Fairness Board, the Board shall report its findings and recommendations in writing to the county administrator within 10 days of the conclusion of the hearing.

(h) The county administrator shall send written notice of his decision on the merits of the appeal to the person or business enterprise appealing and to any known interested persons or business enterprises by first-class mail within 14 days after conclusion of the hearing or, if the appeal is referred to the Contract Fairness Board, within 10 days of receiving the Board's findings and recommendations.

(i) Exhaustion of the appeal procedure set forth in this section shall be a jurisdictional prerequisite to the commencement of a civil action in district court challenging any decision or action of the coordinator.

Sec. 18-172. Contract Fairness Board; composition; conflict of interest; quorum.

(a) There is hereby established the Unified Government Contract Fairness Board. The Board shall advise the county administrator and the coordinator on project goals for MBE and WBE participation in construction contracts and make recommendations for improvement of the MBE and WBE program.

(b) *Board composition.* The Board shall be composed of seven members appointed by the Mayor as follows:

(1) One member and one alternate recommended by the Builders' Association;

(2) One member and one alternate recommended by the Heavy Constructors' Association;

(3) One member and one alternate recommended by the Kansas Black Chamber of Commerce;

(4) One member and one alternate recommended by the Hispanic Contractors Association of Greater Kansas City;

(5) One member and one alternate recommended by the Women Construction Owners and Executives and National Association of Women in Construction;

(6) One member and one alternate recommended by the Kansas City, Kansas Chamber of Commerce; and

(7) A chairperson appointed by the Mayor.

(c) *Term of appointment.* The terms of all Board members shall be four years, except that the initial terms of the members and alternates appointed under subsection (b)(1), (3), and (5) shall be two years.

(d) *Co-chairperson.* The members of the Board shall select a co-chairperson from among them to preside in the absence of the chairperson.

(e) *Alternates.* In the event a Board member is unable to attend a meeting of the Board or has a conflict of interest on a particular contract or issue, the alternate shall serve in that member's place. The term of an alternate shall expire at the expiration of the term of the Board member.

(f) *Ineligible for appointment.* The following are ineligible to serve on the Contract Fairness Board:

(1) Officials and employees of the Unified Government, as defined in section 2-253 of this code, or an official's or employee's spouse, child, sibling, or parent; and

(2) Non-residents of the Unified Government's marketplace.

(g) *Conflict of interest.* If a Board member has a conflict of interest on a contract or issue that comes before the Board, the member shall be temporarily replaced by the alternate. If the alternate has a conflict of interest in a bid, contract, or issue that comes before the Board, the alternate shall recuse himself.

(h) *Quorum.* Four members or alternates of the Board shall constitute a quorum unless otherwise increased by Board rules.

Sec. 18-173. Responsibilities of the Contract Fairness Board; goal setting; appeals.

(a) *Goal setting.* Before release for bid or proposal, the coordinator shall present to the Contract Fairness Board recommended MBE or WBE goals for each proposed construction contract. The Board shall advise the coordinator as to whether it believes the recommended goals are appropriate. If the Board considers the recommended goals inappropriate, it shall recommend alternative goals to the coordinator. In the event of a disagreement over goals, the coordinator shall meet with the Board and attempt to reach agreement on goals for the project. The coordinator shall have authority to decide project goals, subject to approval by the county administrator.

(b) *Advice.* The coordinator and county administrator may seek the advice of the Board about any matter related to the administration of the programs established under this article. The coordinator, county administrator, mayor, or Commission may seek the Board's input or recommendations on modifications or additions to this ordinance.

(c) *Appeals.* When requested by the county administrator, the Board shall hold hearings on appeals filed under section 18-171 and shall issue written findings and make recommendations to the county administrator as to the disposition of the appeal.

(d) *Same; authority of board.* The Board shall hold a hearing within 21 days of the date the appeal was filed. The Board shall have authority to investigate and to inquire into all the facts and circumstances of the appeal and may hold investigative hearings for such purpose. The Board shall have the authority to issue advisory opinions concerning appeals to the county administrator, including recommending that the county administrator reverse, affirm, or modify decisions or actions of the coordinator. The Board shall issue a written report of its findings and recommendations to the county administrator within ten days of the conclusion of the hearing. The Board shall expedite the hearing and issuance of its findings and recommendations at the request of the county administrator.

(e) *Same; intervention.* A bidder or proposer who has been declared an apparent successful bidder or proposer shall have the right to intervene in any appeal filed on that project. Any bidder, proposer, contractor, or other person or business enterprise whose interests will be affected by any appeal may be permitted by the Board to intervene in the appeal.

Sec. 18-174. Review and sunset.

(a) This division shall be reviewed by the Board of Commissioners on the third anniversary of its enactment to determine whether it should be revised or whether additional studies are warranted.

(b) This division shall be repealed effective December 31, 2013.

Section 2. Severability. If any provision of this ordinance is held invalid or unenforceable, it shall be severed from the remaining provisions, which shall remain in full force and effect.

Section 3. Effective Date.

(a) This ordinance shall take effect and be in full force on April 15, 2009, from and after its passage, approval, and publication in the official Unified Government newspaper.

(b) Division 2 of Article V of Chapter 18 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas shall apply to all construction contracts exceeding $250,000 for which bids or proposals are invited or requested on or after July 1, 2009.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 19th DAY OF February, 2009.

Joe Reardon, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Assistant Counsel

Purchasing Division

Jaime Richardson, Purchasing Director

701 North 7th Street, 6th Floor
Kansas City, Kansas 66101-3064

Phone: (913) 573-5440
Fax: (913) 573-5444

Memorandum

To: Mayor Reardon

Cc: Gary Ortiz, Assistant County Administrator

From: M. Jason Banks, Supplier Diversity Coordinator

Date: 2/13/2009

Re: Supplier Diversity Ordinance Feedback

Mayor Reardon,

The following report is a synopsis of feedback from stakeholders on the most recent draft of the supplier diversity ordinance. The process of gathering feedback included email and letter submittals, meetings with stakeholders, and a series of public forums. In the interest of brevity, only a sample of the submitted comments has been included in this memo. A complete transcript of electronically submitted comments is included as Attachment A. A list of stakeholder contacts is included as Attachment B. A summary of several key changes to the previous version of the ordinance is included as Attachment C.

Please contact any member of the team with questions about this report or the proposed ordinance. Thank you.

Cc: Jaime Richardson, Purchasing Director
Henry Couchman, U.G. Counsel
Gordon Criswell, Assistant County Administrator
Doug Bach, Deputy County Administrator

Table of Contents

The following outline identifies the 3 broad commenting categories, contains excerpts from public comments (a), and provides a summary of the manner in which the Ordinance addresses the particular topic (b).

Major Commenting Categories

1) Scope of Program

2) Data Collection / Reporting

3) Program Resources

I. Scope of Program

a. - Bernardo Ramirez, Hispanic Economic Development Corporation: "Although the ordinance relates specifically to construction and subcontracting, the Unified Government should be aware that other industries exist and the potential of supplier diversity should include optional access to these other industries."

   - Willie Smith, North East Business Association: "Until a process is developed for goods and services contractors, establish an interim set aside program in their behalf with a specific dollar amount made available in the set aside."

b. Based on feedback from the Commission and a review of our legal and administrative parameters, it is staff's recommendation that M/WBE goal setting be applied to construction projects >$250,000. Other industry groups and projects will be eligible for race/gender neutral remedies. As we create the necessary forms and procedures and gather more comprehensive data, we will revisit this particular section of the program.

II. Data Collection / Reporting

a. – Kris Blevins, Blevins & Bradbury Architects: "Will the Unified Government database of WBE/MBE firms be divided into consultants and contractors?"

   – Don Gardner, Moody Nolan Architects: "I have attached for your reference some of the forms used by the City of Dallas to insure that all of their City projects have the required participation goals that the city is seeking…no need to recreate the wheel…"

b. Upcoming technical changes, including electronic supplier registration and M/WBE reporting will allow Purchasing to more efficiently manage supplier communications and track expenditures to subcontractors. These technical changes and the creation of revised forms and procedures will allow for regular reporting to internal and external stakeholders. The data collected will be used to monitor the effectiveness of the program during the annual review process.

III. Program Resources

a. - Paul Rodriguez, Hispanic Contractors: "I believe that the new proposed ordinance will be in need of proper funding if a desired successful program is intended to be. What can I do now to promote adequate funding?"

   - Bernardo Ramirez, Hispanic Economic Development Corporation: "The ordinance should include technical assistance resources and financial support for existing business-consulting providers. These are entities that can prepare businesses for submitting bids when appropriate, among other things."

b. In addition to upcoming technical changes, additional funding and human resources will be necessary to support the program. We will leverage relationships with our community partners to assist with outreach and training. Internal reorganization will also be necessary to adequately support the data collection and reporting outlined in the Ordinance. Administration is currently working through this process.

MJB

Attachment A

Lazone Grays, IBSA, (lazoneg@ibsa-inc.org)

Mon 1/26/2009 7:14 PM

As you know, I have stayed aware, abreast, informed and involved in the disparity issue and other community/economic development issues facing African American because it is a part of what we do. From advocating long enough to finally getting the state to provide certification for W/MBEs (three governors) to pushing for and getting passed policies in Topeka that now dedicates public funds for the training, development, and support of the same, we have played a role in pushing forward whatever necessary to establish a better foundation for Black entrepreneurs, neighborhoods and job seekers where few have taken the time or cared.

Over the years I have tried to encourage and corral local organizations in various cities to dismiss the turf and do what is best for the overall growth of Black communities and neighborhoods. As a lifelong Kansan (47 yrs), I have never felt that I must be restricted to use my talents and education within the city I lived in, but to learn, accomplish and take what I know to make any community where Black folks live a better place than when I left. Not to exclude anyone, but other ethnicity's have created strong organizations and leaders that have evolved them into having a foundation in which they proactively played a role in diminishing their own unemployment numbers; which we have not. In cities that I have done policy and programmatic work, it has mostly been our inability to overcome turfdom that has worked against getting things done in a community. The only positive to this is that it has allowed me to bypass religious and political turf and therefore just work on the legal and policy activities that is best for the overall future of the Black community; and not just the few or for ego's sake.

I look forward to WYCO passing its supplier diversity ordinance and I am especially pleased at the extra effort you are fostering to make it a premier approach. It is truly doing me a favor.

Once passed, it arms me something to bring back to Topeka and push for as both KCMO and now KCK will have something that is legally sound, practical and comprehensive. These factors alone will help diminish the resistance I anticipate will happen here. I will also be submitting and recommending ways in which public funds can be utilized to support the economic development of W/M/DBEs in KCK; just as it has worked here in Topeka. Currently, I have also been involved with some Leavenworth County commissioners to look into the sales tax they have and by sharing what has been accomplished in Topeka, they too are open and receptive to dedicating a portion of it to do the type of development and support services that have grown out of the Topeka initiative. That which has proven to work should be shared wherever it can make a true difference.

When there are uniform regional policies that are supported by a communities leadership, it can only make Kansas and regional economies stronger. The Workforce Partnership receives its federal funding allotment for Wyandotte, Leavenworth and Johnson County and with our agency currently being the only approved training provider for entrepreneurial training in which these funds can be used for the development of dislocated and small businesses, the supplier diversity ordinance will greatly assist us in our efforts in Leavenworth as it is considered part of the KCK Market Area. This ordinance will be a plus in helping majority firms access M/WBEs for goals that will be set, as Leavenworth is an area that does not have the voice or business development agencies engaged in what's happening in the Village West area like those in WYCO, Johnson County or KCMO. And, they are right down the road.

I have been asked by some business owners in KCK to present the recommendations I have shared with you concerning the makeup of the fairness board, so I do plan to attend. This is my only area of concern in an ordinance I think is very good. I also reached out to Christal like you suggested concerning the Network Kansas info and discussing a mutual outreach session, but have not heard anything back from her as of yet. I'll keep on it.

Well, I've said enough but the most important thing I want to accomplish in this email is to give you have a better understanding of me, our organizations ongoing efforts in the regional area and my commitment to be of value to your efforts and of benefit to the Black community as things move forward. For the next few years we will be focusing our efforts on helping to diminish the identified disparity through the development and support of Black businesses and to institute training programs that will begin to address the statistically significant unemployment faced by Black men and women in Kansas City KS and Leavenworth (17%). Those numbers are off the charts and must be addressed.

Bob Jacobi, Labor Management Council (Bob.Jacobi@rockhurst.edu)

1/23/2009

Just a clarification: Please note that while the proposed ordinance doesn't have a specific labor rep on its Fairness Board, neither does KCMO Fairness board for MBE/WBE though it does for its workforce diversity board. This proposal deals only with MBE/WBE, not workforce diversity.

Thanks and please let me know if you have any questions.

Bob

Dr. Susan Courtney, Kansas City Kansas Community College (courtney@kckcc.edu)

12/30/2008

Jason--

I quickly scanned the Ordinance and it appears that items #13-17 would be a good match for KCKCC. Perhaps we can work with JCCC's SBDC and the UG to offer educational meetings to make sure the WBEs and MBEs are aware of the process for registering, preparing bids, understanding the award contract and compliance monitoring, and proper procedures for challenging an award.

The training could include samples of properly completed paperwork, checklists for submitting bids, etc. This information may already be available--if not a "How To" booklet can be prepared. Additionally, it may be a good opportunity for successful MBEs and WBEs to mentor each other. This is the kind of program that Trustee Nolen Ellison would support, because he wants to expand the focus on small businesses/entrepreneurs.

Is the current list of MBEs and WBEs current, or is there a need to make sure local MBEs and WBEs are registered? This would be a positive initiative for the community, and may also lead to identifying other training needs and employment opportunities. This would give us a chance to promote KCKCC's career and technical programs and possible identify new internship opportunities, too.

Talk to you soon!

Sue

Lazone Grays, IBSA (lazoneg@ibsa-inc.org)

12/29/2008

Attached are copies of advertisement submitted to the Topeka Capital-Journal promoting the new DBE Advisory Board members and highlights a few of the accomplishments to-date.

Starting in 2000, the City of Topeka/Shawnee County initiated a <u>sales-tax for roads, bridges and $5M per year for economic development.</u> From the very beginning our agency established a goal of making sure there would be an equitable distribution due to existing disparity and in the end we were able to get <u>ten percent of the $5M</u> dedicated to assist in the development of minority, women and disadvantaged businesses. A first in Kansas, the use of public funds to assist underutilized business concerns has strengthened M/W/DBE startups and increased public/private contracting/procurement transactions more than any existing affirmative action policy on record.

Due to a simple grassroots effort numerous years ago, a portion of the sales tax has now supported incubators, mentors, micro-loans, technical assistance, a micro-enterprise training course (FastTrac) and a few grants for graduates to setup booths at various networking events or trade shows. Without funding assistance from the Kauffman Foundation or state government.

With this email, I merely want to share some solid information relative to developing M/WBEs capacity to take on and successfully complete projects. From conversations with everyday folks in NE Wyandotte County; specially those who own a business, I am confident there is an immediate need in both Wyandotte and Leavenworth County for structured MBE programming and activities. Activities that supplement the local policies and various agreements put in place to address the significant disparity identified by analysis in reports on both Kansas City KS and Kansas City MO. Our organization and associates remain committed to helping the community and Unified Government achieve its goals for equity and diversity. It may require a little creative effort to assure ongoing fiscal support to administer the planned supplier diversity ordinance and seed other community revitalization programs, but we feel confident that obstacles can be overcome learning from the examples of best-practices made available for review.

As always, I personally look forward to any suggestions and comments, and thank you in advance for your time and consideration to the above matter.

W. Lazone Grays

Don Gardner, Principal, Moody Nolan Architects (DGardner@moodynolan.com)

12/18/2008

Hi Jason...just wanted to say that I think you and the United Government are off to a great start with respect to creating your new MBE/WBE Participation Program. Your Heart is in the right place.

I have attached for your reference some of the forms used by the City of Dallas to insure that all of their City projects have the required participation goals that the city is seeking.

I thought they might be helpful to you as you continue your quest. No need to re-create the wheel with forms and processes as a lot of times things can be simply modified to suit your needs.

Lazone Grays, IBSA, (lazoneg@ibsa-inc.org)

12/17/2008

Jason, I am also aware of the lack of response by a lot of the Black contractors in registering their business, attending pre-bid and actively participating in other networking events conducted for their betterment. Whatever is sent me me, I send it out through the email database we have, but I can attest that many of the contractors that can do the work, are technophobes at best.

They either don't have email, have it and don't check it, or have it, see the message, and do nothing with it. In some instance, the excuse for not having it or even basic computer skills dumbfounds me?

Me, you, nor anybody else can help those who won't help themselves. What I have come to understand is that these businesses need more one-on-one help in developing their attitude and then their business; as the opportunities are there. There has been such a long, persistent belief of hopelessness due to the disparities created that too many complain about what has not happened, instead of reorganizing for the future and pressing on. Many so-called community leaders and pastors are clueless to the relevancy of public policy and have yet to understand that ordinances such as what's proposed will alter the future; whether they like it or not. Something will be passed.

Nevertheless, I have come to know individuals who are vocal and well informed that live in Wyandotte County. They are known and respected on Quindaro and within the Black community better than others that would represent them from Missouri or even elected into office. They probably attend and participate in meetings better than they manage their own business, but they are the type of people needed to provide grassroots input and assist in the oversight of issues where their tax dollars and potential jobs are at issue. I always see a few certain people at meetings when I am in KCK, but rarely hear of any concrete action that has come about due to them? Which is why our agency takes a different approach.

In the proposed ordinance, the Unified Government marketplace includes areas such as Leavenworth and Johnson County which is where we also do business. Our business is with the KS Dept. of Commerce, the Workforce Partnership and on a fee-for-service basis. Targeted small minority and women business owners may be eligible for free development and support services through the Workforce Center through our agency. We tried to provide this federal funded assistance to disadvantaged businesses in Wyandotte County, but I conclude there exists a turf war and there seem to be more interest in our efforts from targeted business in the other counties such as Leavenworth.

Ordinances such as that being proposed has an impact on our agency and the programs and services we provide to small businesses in the KCK MSA. Federal funds that come to the state and Service Delivery Areas by the U.S. Dept. of Labor and HUD is what allows our agency to serve; when other agencies do not. The Workforce Partnership covers Wyandotte, Leavenworth and Johnson County and therefore, these are the counties they pay for job training, occupational training and entrepreneurial training to agencies such as IBSA. Combining these funds that are already received, with any ordinance that creates better opportunities to secure contracts for our clients, could open the door to addressing the disparity in contracts/procurement; as well as reducing the statistically high unemployment of Black men in Wyandotte (17.7%) and Leavenworth (17.8%).

I think the opportunity to establish a better business development and support service process within the disparate and overall community exist. Just as KCMO has so much reinvested in KCMO M/WDBEs *i.e. Kauffman Center/Foundation, the facilities at 4747 Troost, PTAC, JCCC, Helzberg Jewelers Program, etc,,,* and all those associations and trade organization for specific women and minority business interests i.e. KCHEDC, Hispanic Chambers, Hispanic Contractors,,, this is the type of business development infrastructure that needs to be established so it can grow with the opportunity. Just continuing to send people to Missouri for training, development and support services is not enough.

Nonprofit agencies in Wyandotte County and relational Kansas counties should play the key role on the fairness board. Organizations like the KBCC, NEBA, NEDC, Asian Chamber in Lenexa KS, Hispanic Contractors of KCK, KS Women Business Center in Lenexa, associations that represent Black contractors and business owners, and other organizations that help small locally-owned businesses that are not minority or woman owned have the individuals that can provide better insight and I don't think they would just rubber-stamp anything. Black and minority business owners our organization will be working with in the future will benefit from this ordinance and that is why I have taken such a position on this issue and participated at every moment during the Master Plan.

From this point on, our agency will ensure our NE business clients register with Unified Government and with other public and private vending directories. We will ensure they understand how to categorize their businesses more effectively, and we will continue to reach out and work with other agencies that purports to aid Black, minority and women owned businesses. In 2009, we anticipate a lot of activity in Leavenworth county which requires business development first and seizing opportunity second. We hope to apply our access to resources and information directly to help those entrepreneurs who are serious about business and to help groom those who will become the employers of the future.

The quest for equity in the ordinance is clear to me and I have no comment, but the 'fairness boards' representation and makeup is what I suggest be Kansas grown.

Again, thanks in advance for considering the suggestion noted in my first email and for considering the further explanation to why we believe the fairness board should not be represented by Missouri agencies, associations and organizations in its entirety.

Respectfully Submitted,

Lazone Grays

Willie Smith, North East Business Association (quimmus@kc.rr.com)

12/17/2008

Mr. Banks:

Because of other commitments, I will not be attending the Forum this evening. I would like to offer the following recommendations as the ordinance moves forward.

1. The terms DBE (disadvantaged business enterprise) LBE (local business enterprise) be included in the ordinance

2. Establish a MBE/WBE/DBE/LBE clearinghouse

3. Until a process is developed for goods and services contractors, establish an interim set aside program in their behalf with a specific dollar amount made available in the set aside.

4. Establish a technical support program to assist MBE/WBE/DBE/LBE enterprisess.

5. Incorporate HUD Section3 into the ordinance.

6. If LBE's are included, they should be MBE/WBE/DBE or qualify under HUD Section3, or must work with local MBE/WBE/DBE/Section 3 enterprises.

Willie Smith

Kris Blevins, Principal, Blevins and Bradbury (blevbrad@kc.rr.com)

12/11/2008

I have a few questions and comments.

Division 2 does not apply to contracts between the Unified Government and consultants (see definition 11) unless the contract is design-build.

(1) What steps, if any, is the Unified Government taking to achieve greater participation from small, minority, or women owned design firms?

(2) Many design-build projects are joint ventures between a design firm and a general contractor. For design-build projects, must the participation goal be split proportionately between the "designers" and the "builders", or may the participation goal be met solely in design (consulting) or solely in build (contracting)?

(3) Will the Unified Government database of WBE/MBE firms be divided into consultants and contractors? My firm is inundated with requests to bid on KDOT and other projects as a WBE. I used to respond to these requests by calling the contractors and telling them that we are a design firm and will never bid as a subcontractor on a project. I would then ask them to kindly remove us from their subcontractor distribution list. Fifteen years later, after repeated requests to be removed from their distribution lists, I still receive numerous requests from the same contractors. KDOT and others do not distinguish between consultants and contractors on their lists.

Everyone is listed as a contractor. I do not want to be used as proof of a contractor's "good faith effort" to find a qualified W/MBE when they knowingly send a request for subcontractor bids to a firm that is neither a supplier nor contractor for which they know they will receive no response.

Thank you for your attention to this matter.

Kris Blevins

Blevins and Bradbury, Inc.

Lazone Grays, IBSA (lazoneg@ibsa-inc.org)

12/16/2008

Considering the speed in which Unified Government is looking to pass an ordinance to address ongoing disparity in public funded procurement activities, and the necessity for a substantive policy to be in place to take advantage of immediate and future public-funded developments in Wyandotte County, our suggestion for the proposed supplier diversity ordinance is that more effort and foresight is put into comprising the 'fairness board' with Wyandotte, Johnson and Leavenworth County trade association and M/WBE business development agency representatives. As it stands, the board representation that is proposed to provide oversight on Wyandotte County Kansas procurement consists of primarily Missouri agencies and corporations.

Comparing this proposed UG ordinance with that passed in KCMO, this section on selection is a mirror to Kansas City, MO policy, word for word.

While I respect the zeal for bi-state cooperation on matters that impact the metropolitan Kansas City area, the tax dollars at issue are paid by resident property owners, business owners, renters, etc which adds to the prosperity of the local and Kansas economy first. The very people who live, work, shop, volunteer and conduct business in Wyandotte County.

With existing agencies in the county that has a history for representing the African American, minority and women business community in NE Kansas, we believe it is representation of these agencies best befitting a 'fairness board' as they represent their citizenry just as an elected or appointed official of Kansas. It is these local agencies Unified Government should look to as long-term strategic partners and to invest in them as they play the development role needed to grow businesses that can take advantage of opportunity through good policy.

Development and support services for M/WBEs go beyond just getting a certification or attending networking events, it consists of providing document preparation assistance, having physical access to business related technology via a wide-area network of agencies, and ease of access to relevant procurement/contracting information at all these locations in a timely manner. The ordinance is just the beginning, the journey still has steps; which should lead to a foundation that many entrepreneurs will use in the future to effectively compete for available contracts; public or private.

It seems unnatural for a Kansas County to have a 'fairness board' comprised of Missouri associations? It diminishes the hard work and expertise available from business development agencies that exist in Wyandotte, Johnson and Leavenworth County. Exclusion of county agencies takes away the opportunity for citizens with the most vested interest to be included and active in the overall process and oversight of an issues that impacts their pocket book.

The disparity study that precipitated this policy of change hinges on the statistically significant disparity found between minority, women and majority-owned businesses in Wyandotte County Kansas. From a Black perspective, I'll use as a base-point that Black construction contractors only received $70,000 out of the $54M spent in the period covered in the study. Having discussed this issue with many qualified Black craftsmen whom just happen to own a business, it has not been a matter of not wanting to work, work not being available, or an inability to secure the financing to complete a job,,, it really rests on past policies and practices that let a process a thwarts equity; than restore, fosters and achieves it.

In the interests of stepping forward to take an active role in the community, Unified Government officials, departments heads and staff know minority agencies in NE Wyandotte neighborhoods, and it our recommendation and suggestion that they should be considered as representatives as the decisions are being made on the spending of the tax dollars they generate. They live in and therefore answer to their neighbors, the community and have been the voice for their constituents on this issues and others that impact their immediate community.

The Missouri agencies identified in the proposed UG ordinance do play a role in some way or another, and as needed, entrepreneurs should be referred their way, but I think it is in the best interest of this policy to harvest talent for the 'fairness board' from within and utilize the targeted expertise the other agencies have to offer as needed.

Respectfully Submitted

Lazone Grays

Royal Scott (nedci@yahoo.com)

12/11/2008

I am requesting to be a part of the committee to draft the supplier disparity ordinance. I represent the black clergy through the Baptist Minister Union and also the CDC's of the Northeast Area. Because this will have a direct effect on jobs for minority in the NE area and especially males, there should be a voice from the clergy and community and especially the NE area

Rev. Royal Scott

Bernardo Ramirez, Hispanic Economic Development Corporation (bramirez@kchedc.org)

2/05/2008

Dear Mr. Banks:

On behalf of the Hispanic Economic Development Corporation (HEDC), I am writing to submit comments regarding the *Supplier Diversity ordinance* as it relates to Chapter 18 of 1988 Code of Ordinances, City of Kansas City, Kansas.

After careful review, I would like to make the following suggestions:

Although the ordinance relates specifically to construction and subcontracting, the Unified Government should be aware that other industries exist and the potential of supplier diversity should include optional access to these other industries.

The amount of, "...exceeds $100,000..." (Sec 18-152. Definitions) seems more than what our micro-businesses are able to participate with. A lower amount may be more appropriate.

The ordinance should include technical assistance resources and financial support for existing business-consulting providers. These are entities that can prepare businesses for submitting bids when appropriate, among other things. For example, this can include assistance for Limited-English-Proficient businesses.

Regarding Sec. 18-171, *Contract Fairness Board,* (c) should be staggered terms initially. This ensures continuity on the board rather than having to change a full board every four years.

In addition, a co-chair should be selected to avoid selection at every meeting that the chair is not in attendance.

The Unified Government must be careful not to target businesses based on only "*...citizens of the United States or lawful permanent residents of the United States...*" as stated in Sec. 18-152. Definitions. There are businesses that exist within the boundaries of the Unified Government where owners do not fit this description.

We appreciate the opportunity to submit comments regarding this ordinance. If any questions arise, feel free to contact me at (816) 221-3442 or by email bramirez@kchedc.org.

Paul Rodriguez, Hispanic Contractors Association of Greater Kansas City (paul@rmckc.com)

1/10/2008

Jason,

I believe that the new proposed ordinance will be in need of proper funding if a desired successful program is intended to be. What can I do now to promote adequate funding?

Paul Rodriguez

Attachment B

Contact / Agency Name	**Email**
A. Marie Young	amariey@bcckc.org
Alise Martiny	amartiny@buildersassociation.com
Ashlea Blue	Ashlea_Blue@kcmo.org
Bob Jacobi	Bob.Jacobi@rockhurst.edu
Brian Hernandez	brian_hernandez@kcmo.org
Builder's Association	info@buildersassociation.com
Business West	murrel@mcbconsultinginc.com
Cordell Meeks	mmctraining@multiculturalconsulting.com
Denise Farris	dfarris@farrislawfirm.com
Evolv Solutions	rharland@evolvsolutions.com
Gabe Perez	grperez@everestkc.net
Globe	minoritypress@sbcglobal.net
GSA	pat.brown-dixon@gsa.gov
Heavy Constructors	edesoignie@heavyconstructors.org
Heavy Constructors 2	erdes@swbell.net
'Hispanic Chamber of Commerce of Greater KC'	jsanchez@hccgkc.com
Hispanic Chamber of Commerce of Greater KC 2	cgomez@hccgkc.com
IBSA (admin@ibsa-inc.org)	admin@ibsa-inc.org
Jerry Adriano	Adriano_Associates@hotmail.com
John Mendez	mendezjohnj@yahoo.com
'Kansas African American Affairs Commission'	Santanna.white@ks.gov
'Kansas Black Chamber'	chrwats@kckps.org
Kansas Black Contractors Association	barnesemmanuel60@yahoo.com
'Kansas City Chamber'	waltz@kcchamber.com
'Kansas Contractors Association'	kca@ink.org
'Kansas Department of Commerce'	rharris@kansascommerce.com
Kansas Women's Business Center	kpruneau@kansaswbc.com
KC Hispanic News	kchnews@swbell.net
'KCATA'	dbradshaw@kcata.org
KC-CWBO	nancyz@motional.com
KCHEDC	bramirez@kchedc.org
KCK Chamber 1	Cindy@KCKChamber.com
KCK Chamber 2	patrick@kckchamber.com
'KCMO Human Relations Department'	humanrelations@kcmo.org
'KS Dept. of Transportation'	dhepp@ksdot.org
Latoria Chinn	lchinn@kansasspeedway.com
MAMBDC 1	Lonnie.Scott@mambdc.org
MAMBDC 2	chris.kelly@mambdc.org
MAMBDC 3	Ronald.Hopkins@mambdc.org
Maurice Gray	mgray853@earthlink.net
'Minority Contractors Association'	mcakcmo@sbcglobal.net
'Missouri General Contractors'	gwehmeyer@agcmo.org
'MO Dept. of Transportation'	donnetta.cole@modot.mo.gov
'MO Office of Administration'	donna.white@oa.mo.gov

MO Office of Administration 2	roxana.flores@oa.mo.gov
MODOT DBE Supportive Services Program (pat@pstrada.com)	pat@pstrada.com
NAWIC	rosana.priviterabiondo@markone.com
NECA	kcborden@kcneca.com
'Northeast Business Association'	quimmus@kc.rr.com
Paul Rodriguez	paul@rmckc.com
Phillip Yelder	phillip_yelder@kcmo.org
Purchase	Purchase@wycokck.org
Raymond Malone	raymond.malone@sbcglobal.net
Royal Scott	nedci@yahoo.com
Sheila Williams	Sheila_Williams@kcmo.org
'Small Business Administration'	kathy.devoe@sba.gov
Sook Park	sook_park@asianchamberkc.com
The Builder's Association	dgreenwell@buildersassociation.com
Wayne Yang	xfwayne@hmongvillage.com
'Women's Business Enterprise National Council'	support@wbenc.org
Workforce Partnership	scotta@workforcepartnership.com

Attachment C

(1) Based on feedback from the Public and the Commission, we have adjusted the makeup of the Contract Fairness Board to include more Local representation. The current members are as follows:

- One member and one alternate recommended by the Builders' Association;
- One member and one alternate recommended by the Heavy Constructors' Association;
- One member and one alternate recommended by the *Kansas Black Chamber of Commerce;
- One member and one alternate recommended by the *Hispanic Contractors Association of Greater Kansas City, Inc.;
- One member and one alternate recommended by the Women Construction Owners and Executives and National Association of Women in Construction;
- One member and one alternate recommended by the *Kansas City, Kansas Chamber of Commerce; and
- A chairperson appointed by the Mayor.

*WYCO based agency

(2) In order to track the impact of the Ordinance on Local Business Participation, an additional duty was added to responsibilities of the Coordinator. The language reads:

- "To collect and maintain data on the residency of all contractors, subcontractors, and suppliers who participate on contracts subject to division 2 of this article"

The addition of this provision ensures that we collect the necessary data to support any future changes regarding LBE utilization.

(3) The original definition of Commercially Useful Function was expanded to add clarification as to what work would count towards M/WBE participation. The expanded definition reads:

- *Commercially useful function* means real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. An MBE or WBE performs a commercially useful function when it is responsible for executing the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, all relevant factors will be evaluated, including the following:
  - a. The amount of work subcontracted;
  - b. Industry practices;
  - c. Whether the amount the MBE or WBE is to be paid under the contract is commensurate with the work it is actually performing;
  - d. Whether the MBE or WBE has the skill and expertise to perform the work for which it is being utilized;
  - e. Whether the MBE or WBE is responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering, installing (where applicable), and paying for the material and supplies itself; and
  - f. The credit claimed for its performance of the work.

ADMINISTRATOR'S AGENDA ITEM NO. 3

Staff Request for Commission Action

Tracking No. 090058

☐ Revised

☐ On Going

APPROVED BY FEB 19 2009
UNIFIED BOARD OF COMMISSIONERS

Type: **Standard**

Committee: Full Commission

Date of Standing Committee Action: 2/13/2009	
(If none, please explain):	No standing committee because previous full Commission presentation

Proposed for the following Full Commission Meeting Date: 2/19/2009

Confirmed Date: 2/19/2009

☐ **Changes Recommended By Standing Committee (New Action Form required with signatures)**

Date:	Contact Name:	Contact Phone:	Contact Email:	Ref:	Department / Division:
2/13/2009	Henry E. Couchman Jr.	913-573-5672	hcouchman@wycokck.org	hec	Legal

Item Description:

Attached supplier diversity ordinance; memorandum from Jason Banks to Mayor Reardon summarizing public comments; electronically submitted comments; contact list; summary of key changes.

Action Requested:

Approval of ordinance

☑ Publication Required

Budget Impact: (if applicable)

Amount: $

Source:

☐ Included In Budget

☐ Other (explain)

Staff Request for Commission Action

Tracking No. 15245

Full Commission Meeting Date: 12/17/15

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 12/7/15
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/17/2015	Angie Masloski, Fiscal Officer	x5853	amasloski@wycokck.org	Public Safety Business Office (PSBO)

Item Description:

The Unified Government receives funds every year from taxes on mixed drinks sold in the county. By statute, the funds are distributed in thirds to the General Fund, Parks & Recreation, and Drug & Alcohol Prevention, Intervention & Treatment. The Advisory Board met and reviewed the three applications received. The Advisory Board recommendations are as follows:

- Associated Youth Services: $127,536 (flat funding)
- Friends of Yates: $73,474 (increase of $2,558)
- Mirror Inc.: $48,490 (decrease of $2,558)

Action Requested:

Approve funding recommendations

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 15249

Full Commission Meeting Date: 12/17/15

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 12/7/2015 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/18/2015	Angie Masloski, Fiscal Officer	x5853	amasloski@wycokck.org	Public Safety Business Office (PSBO)

Item Description:

Approval is needed to apply for the 2016 Violence Against Women's Act (VAWA) grant funds. Each year the Legal Department applies for funds to pay the partial salaries of Victoria Meyer (Prosecutor) and Margaret Thomas (Victim Advocate) in the Domestic Violence Office in Municipal Court.

This year the application request is for $76,618 with a match of $25,313. The match is the remaining salaries of Ms. Meyer and Ms. Thomas as well as their travel expenses to the Annual Governor's Conference on Domestic Violence.

Action Requested:

Approve the request to apply for grant funds to continue serving victims of domestic violence.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 15271

Full Commission Meeting Date: 12/17/15
Committee: Economic Development & Finance

Date of Standing Committee Action: 12/7/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Debbie Jonscher, Deputy Director	x5847	djonscher@wycokck.org	Finance

Item Description:
Resolution authorizing the offering for sale of Municipal Temporary Notes and General Obligation Bonds of the Unified Government of Wyandotte County/Kansas City, Kansas.

Temporary Notes:

2016-I (Tax-Exempt)	$61,048,573.29
2016-II (Taxable)	$ 7,167,702.08

General Obligation Improvement Bonds:

2016-I (Tax-Exempt)	$28,076,930.89

Action Requested:
Approve Sale Resolution

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Sale Resolution 2015

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON DECEMBER 17, 2015

Present: ____.

Absent: ____.

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION IMPROVEMENT BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS.

Thereupon, Commissioner _______________ moved that said Resolution be adopted. The motion was seconded by Commissioner ________________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: ____.

Nay: ____.

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-___-15 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

____
Clerk

RESOLUTION NO. R-___-15

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF MUNICIPAL TEMPORARY NOTES AND GENERAL OBLIGATION IMPROVEMENT BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS.

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") has previously authorized certain internal improvements described as follows (the "Improvements"):

Series 2016-I Notes (Tax-Exempt)

ACD	CMIP	Project Name	Estimated Project Fund Deposit
970	1222	12th/10th Street Bikeway	$401,212.30
963	5040	29th & Ohio Storm Sewer	150,454.61
962	2134	55th St. Bridge Over Nearman Creek	970,000.00
963	5044	82nd & Tauromee Storm Sewer Recon	4,306,639.92
948	0313	ADA Modifications - UG Facility 2013 (969-8181)	151,435.46
948	0315	ADA Modifications - UG Facility 2015 (969-8181)	175,530.38
948	0316	ADA Modifications - UG Facility 2016 (969-8181)	175,000.00
941	0814	ADA Pedestrian Ramp Improvements 2014 (970-1141)	603,595.32
941	0815	ADA Pedestrian Ramp Improvements 2015 (970-1141)	100,000.00
941	0816	ADA Pedestrian Ramp Improvements 2016 (970-1141)	800,000.00
969	8439	Animal Control Facility Expansion	260,958.75
940	0416	Arterial/Collect Resurfacing 2016 (970-1302)	800,000.00
962	2305	Bridge Repair, Priority (4 Loc)	454,306.40
970	3320	Center City Traffic Signal Reconstruction	1,400,000.00
970	1223	Central Avenue and 18th Street Intersection	480,666.76
970	1202	Central Avenue Rehab (I-70 to 18th)	1,402,513.18
963	6125	CID Dump Station Improvements or Relocation	1,000,000.00
948	0114	Elevator Upgrades City 2014 & 2015 (969-8167)	321,621.36
948	0116	Elevator Upgrades City 2016	100,000.00
942	0115	Emergency Bridge Repair, 2015	100,000.00
942	0116	Emergency Bridge Repair 2016	300,000.00
948	0215	Facilities Parking Maint & Repair-City 2015 (969-8513)	752,273.05
948	0216	Facilities Parking Maint & Repair-City 2016 (969-8513)	350,000.00
941	0915	Fairfax Industrial Area Improvements, 2015	100,000.00
941	0916	Fairfax Industrial Area Improvements, 2016	100,000.00
963	6042	FID-AID Force Main Improvements	416,059.25
970	1215	Hutton Road - Cleveland to Leavenworth	440,000.00
963	6219	IMS Implementation Program	757,177.34
941	0116	Industrial District Rehab, 2016	250,000.00
971	7865	Kaw Point Park Connector Trail - 2013	763,056.02
963	6199	Kaw Point Solids Dewatering Rehabilitation	5,200,000.00
970	3344	KDOT Message Boards	206,435.51
970	1224	Leavenworth Road, 63rd & 38th Street	2,341,212.30
970	3109	Leavenworth Road, 72nd & 55th Intersections (Traffic Signals)	3,114,744.60
970	1052	Merriam Lane, County Line Road to 24th	2,860,000.00
978	9196	Metropolitan Ave. TIF - Project Area 2	1,013,988.16

970	1611	Missouri River/Jersey Creek Trail, 5th Street	472,816.33
941	0614	Neighborhood Street Repair, 2014	275,833.45
941	0615	Neighborhood Street Repair, 2015	100,000.00
941	0615	Neighborhood Street Repair 2016 (970-1306)	200,000.00
941	0216	Neighborhood Street Resurfacing 2016 (970-1209)	1,900,000.00
969	8171	New Boilers Municipal Office Building/City Hall	750,000.00
971	4424	Pierson Lake Dam Study & Repair	537,836.83
963	6033	Plant 20 R&R/Improvements	1,500,000.00
970	3345	Priority Traffic Signal Replacements	360,000.00
963	6124	Pump Station 12 elimination	1,752,273.05
963	6120	Pump Station 41 Improvements	1,005,992.21
969	8380	Reardon Center Facility Improvements	251,380.79
963	6039	Relocation of Sewer Office, Storage & Maintenance Facilities	5,011,179.10
962	9246	Riverview Ave Bridge Replacement	5,000,000.00
969	8148	Roof Replacement (City Hall)	1,253,788.42
970	1225	Route 107 Bus Stop and Station Upgrades	180,545.53
941	1016	RR Crossing Improvements 2016	150,000.00
970	3334	Safe Routes to School, Group D	270,818.30
970	3335	Safe Routes to School, Group E	30,090.92
978	9242	South Patrol Facility (requires revenue source)	1,855,606.87
970	1227	State Avenue Resurfacing VW Pkwy and 110th Street	350,000.00
963	5034	Stonehaven Storm Sewer	400,000.00
963	5005	Turkey Creek	3,476,030.72
963	5043	White Oaks Capacity 82nd & Haskell	130,394.00
971	4425	Wyandotte County Lake Waterline Study & Repair	365,000.00
971	4023	Wyco Lake - Draw down Tower Repair	350,106.08
		Series 2016-I Estimated Total Project Fund Deposit =	**$61,048,573.29**

Series 2016-II Notes (Taxable)

ACD	CMIP	Project Name	Estimated Project Fund Deposit
978	1045	Midtown Redevelopment TIF	$7,167,702.08
		Series 2016-II Estimated Total Project Fund Deposit =	**$7,167,702.08**

Series 2016-A Bonds (Tax-Exempt)

ACD	CMIP	Project Name	Estimated Project Fund Deposit
962	2134	55th St. Bridge Over Nearman Creek	$714,486.69
948	0311	ADA Modifications - UG Facility 2011 (969-8181)	305,663.36
941	0415	Arterial/Collect Resurfacing 2015 (970-1302)	250,757.68
970	3320	Center City Traffic Signal Reconstruction	857,660.39
963	6220	CID Bar Screen(s) Replacement	304,019.46
963	6194	Digester Roof & Gate Structure Repairs	810,992.56
948	0214	Facilities Parking Maint & Repair-City 2014 (969-8513)	1,508,988.31
973	9232	Fire Maintenance/Storage Facility – City, Fire Dept.	1,038,391.70
970	1215	Hutton Road – Cleveland to Leavenworth	203,112.40
941	0115	Industrial District Repairs 2015 (970-1113)	100,303.07
963	6216	IOCP Sewer System Repairs (CSO/SSO Compliance)	1,013,398.23
962	2168	James Street Viaduct at State Line	704,194.54

963	6199	Kaw Point Solids Dewatering Rehabilitation	3,852,723.30
970	1292	Merriam Lane Improvements 10th to 24th	4,129,486.03
970	1052	Merriam Lane, County Line Road to 24th	808,540.02
970	1610	Minnesota Ave, 7th – 8th	1,454,394.57
941	0215	Neighborhood Street Resurfacing 2015 (970-1209)	1,905,758.41
970	1174	Oak Grove Rd – 53rd to 55th	1,356,483.94
963	6121	Pilot I&I Reduction Projects-Loc TBD	2,089,980.51
963	6197	Pump Station 6 Improvements	1,255,269.16
970	1307	RR Crossing Improvements 2014	175,530.38
970	1023	Speedway Blvd Resurfacing, I-70 to State Ave	361,091.07
963	6122	Upper Conner Creek Interceptor Sewer 115th St	2,206,667.63
971	4425	Wyandotte County Lake Waterline Study & Repair	443,355.56
978	4022	WYCO Lake Marina Service Docs	225,681.92
		Series 2016-A Estimated Total Project Fund Deposit =	**$28,076,930.89**

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of one or more series of temporary notes of the Issuer;

WHEREAS, the Issuer has previously issued $60,275,000 principal amount of Municipal Temporary Notes, Series 2015-I; and $7,135,000 principal amount of Taxable Municipal Temporary Notes, Series 2015-II (the "Existing Notes");

WHEREAS, all aspects of the Improvements being financed with the temporary notes will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of one or more series of additional temporary notes of the Issuer;

WHEREAS, the Issuer desires to issue its general obligation bonds in one or more series in order to permanently finance a portion of the costs of the Improvements and to retire a portion of the Existing Notes which were issued to temporarily finance a portion of the costs of the Improvements;

WHEREAS, the Issuer hereby selects the firm of Springsted Incorporated, Saint Paul, Minnesota ("Municipal Advisor"), as Municipal Advisor for one or more series of municipal temporary notes and one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to pay the costs of the Improvements;

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, Chief Financial Officer, and other officers and representatives of the Issuer to proceed with the offering for sale of said municipal temporary notes and general obligation bonds, and related activities;

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said municipal temporary notes and general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk, and other officers and representatives of the Issuer to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said municipal temporary notes and general obligation bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer at competitive public sale one or more series of municipal temporary notes and one or more series of general obligation improvement bonds to fund total project costs of approximately $96,293,206.25 plus interest and costs of issuance (collectively, the "Obligations") as described in the Notice of Sale to be prepared by officials and representatives of the Issuer, as authorized below. Such project costs may be paid through the issuance of tax-exempt or taxable Obligations.

Section 2. The Mayor/Chief Executive and Clerk are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Obligations.

Section 3. The Clerk, in conjunction with the Municipal Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Wyandotte County, Kansas, and the ***Kansas Register*** and is hereby authorized to distribute copies of the Notice of Sale and Preliminary Official Statement relating to the Obligations to prospective purchasers of the Obligations. Bids for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in said Notice of Sale, and shall be delivered to the governing body at its meeting to be held on the date of such sale, at which meeting the governing body shall review such bids and shall award the sale of the Obligations or reject all bids for a particular series of the Obligations.

Section 4. For the purpose of enabling the purchaser(s) of the Obligations (collectively, the "Purchasers") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchasers to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchasers within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchasers, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchasers to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor/Chief Executive, Clerk and the other officers and representatives of the Issuer, Bond Counsel and the Municipal Advisor are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Obligations.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body on December 17, 2015.

(SEAL)

____

Mayor/Chief Executive

ATTEST:

____

Clerk

Staff Request for Commission Action

Tracking No. 15273

Full Commission Meeting Date: 12/17/15
Committee: Economic Development & Finance

Date of Standing Committee Action: 12/7/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Lew Levin, Chief Financial Officer	x5186	llevin@wycokck.org	Finance

Item Description:
The second amendment to the Wyandotte Plaza Redevelopment Agreement allows for the sale of the Wyandotte Plaza by the developer and removes the pledge of the original CID to the lender. This amendment pledges the original CID to the initial bond refinancing, which will occur in February of 2016.

Action Requested:

Approve the second amendment.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Second Amendment to Wyandotte Plaza Redevelopment Agreement

SECOND AMENDMENT TO WYANDOTTE PLAZA REDEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO WYANDOTTE PLAZA REDEVELOPMENT AGREEMENT (the "Second Amendment") is made and entered into as of this ____ day of December, 2015, by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and Legacy Wyandotte, LLC, a Kansas limited liability company (the "Developer").

RECITALS:

A. The UG and Developer have previously entered into that certain Wyandotte Plaza Redevelopment Agreement dated as of July 27, 2012 (the "Agreement"). All capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. On or about February 24, 2012, Bellemore Homes, Inc., as predecessor-in-interest to Developer, submitted the CID Petition, which CID Petition called for a CID sales tax of 1.0% in connection with the Project, but also specifically stated that the petitioner did not propose to finance the Project with levying of any CID special assessments. The CID Petition was approved by the UG on May 17, 2012.

C. Section 4.3 of the Agreement set forth the original terms and conditions governing the imposition and collection of a 1% CID sales tax, but the original Agreement did not contemplate any CID special assessments.

D. However, on November 21, 2013, the parties entered into that certain First Amendment to Wyandotte Plaza Redevelopment Agreement (the "First Amendment") to specifically allow Developer the right to pledge to the original one-percent (1%) portion of the CID Sales Taxes (the "Original CID Sales Tax Portion") to Great Southern Bank (the "Lender") in connection with the Lender's loan to Developer in the original principal amount of $2,700,000 (the "Loan"). The First Amendment also provided for, if necessary: (i) the levy of CID special assessments in certain circumstances, as more particularly set forth therein (the "CID Assessments"), and (ii) the increase of the CID Sales Tax by up to an additional .20% in certain circumstances, all as more particularly set forth therein (the "Additional CID Sales Tax Portion").

E. On or about November 19, 2013, Developer submitted to the UG an amended CID petition (the "Amended Petition"), which Amended Petition provided for the levy of CID special assessments and increase the CID Sales Tax in certain circumstances, all as more particularly set forth in Section 5 thereof.

F. On November 27, Developer, Lender and the UG entered into that certain Absolute Assignment of CID Revenues (the "CID Assignment"), which CID Assignment pledged the Developer's right, title and interest in and to the Original CID Sales Tax Portion to Lender to secure the Loan. The CID Assignment does not include or pledge the Additional CID Sales Tax Portion to Lender.

G. Developer now has a contract to sell a portion of the Project to a third party, which sale is generally anticipated to close prior to December 31, 2015. At the closing of this sale ("Closing"), the Loan would be satisfied and paid in full and the Assignment would be terminated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Agreement is hereby modified and amended as follows:

1. Incorporation of Recitals. The parties hereby agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Pledge of CID Sales Taxes. Notwithstanding anything set forth in the First Amendment or the balance of the Agreement to the contrary, Developer hereby agrees that upon Closing: (a) the Loan shall be paid in full by Developer and Developer will cause the Assignment to be terminated, and (b) thereafter, the Original Sales Tax Portion of the CID may be pledged and used for the Initial Bond Refinancing without any further consent or approval of Developer. The UG hereby agrees to close the Initial Bond Refinancing on or before April 1, 2016. The parties currently anticipate that approximately $5,000,000 of net proceeds from the Initial Bond Refinancing shall be available to Developer to pay reimbursable Project Costs, which estimate is subject to variance for pricing, interest rates and other variables, and provided also that the parties understand that a portion of such net proceeds may be required to be placed in an escrowed project fund in connection with the Initial Bond Refinancing. The UG hereby agrees to cooperate with the Underwriter and use commercially reasonable efforts to achieve at least $5,000,000 of net proceeds described herein, provided however that the parties hereby understand and agree that the preceding sentence is not a condition to the Initial Bond Refinancing, nor shall the UG be in default if and to the extent that the Initial Bond Refinancing shall ultimately yield less than $5,000,000 of net proceeds to pay Developer's reimbursable Project Costs.

3. Counterparts. This Second Amendment may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

4. Full Force and Effect. Except as modified and amended by this Second Amendment, the Agreement shall remain in full force and effect in accordance with the respective terms thereof. The provisions of this Second Amendment shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

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

By: ______________________________
Mark Holland, Mayor/CEO

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

DEVELOPER:

LEGACY WYANDOTTE, LLC,
a Kansas limited liability corporation

By:______________________________________
Printed Name:_____________________________
Title:____________________________________

Staff Request for Commission Action

Tracking No. 15279

Full Commission Meeting Date: 12/17/15

Committee: Economic Development & Finance

Date of Standing Committee Action: 12/7/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	George Brajkovic, Director	x5749	gbrajkovic@wycokck.org	Economic Development

Item Description:

As approved by O-31-12 on 05/17/12, the UG had committed to back $9.5M of initial bonds so that the $28M Wyandotte Plaza project could commence with RED Legacy as Developer. It was expected that the redevelopment would take 2-3 years for new construction, new tenant leasing, and new tenant performance to reach a level where Developer could move to permanent financing, and issue new bonds which would take out the UG backed bonds. As a provision of the Development Agreement, while the project was still under the initial financing, the UG has approval rights for the transfer or sale of any portion of the project.

In September 2015, FC approved the sale/transfer of the Advanced Auto Parts. At this time, the grocery store and all in-line shops are proposed to be sold to Phillips Edison, a publicly registered non-traded real estate investment trust (REIT), with a portfolio of more than 270 properties and a focused effort in grocery store anchored centers for 24 years. Staff is supporting the request.

Action Requested:

Adopt resolution authorizing the County Administrator to execute the agreement.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution, Agreement

RESOLUTION NO. ______________________

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") and Legacy Wyandotte, LLC ("Developer") previously entered into the Wyandotte Plaza Redevelopment Agreement dated July 27, 2012, as amended by the First Amendment to Wyandotte Plaza Redevelopment Agreement dated November 21, 2013 (collectively, "Redevelopment Agreement") concerning redevelopment of certain real property generally located on the northeast corner of 78th Street and State Avenue in Kansas City, Kansas 66112 ("Project Site"); and

WHEREAS, Section 7.9 of the Redevelopment Agreement provides for assignment of the Developer's obligations, covenants, and agreements under the Redevelopment Agreement to third parties, subject to the consent of the Unified Government; and

WHEREAS, Developer desires to transfer and sell a portion of the Project Site to Wyandotte Plaza Station, LLC ("Transferee"), which portion is more specifically described in **Exhibit A** attached hereto ("Property"), and in accordance with this sale, Developer desires to assign certain limited obligations, covenants, and agreements in the Redevelopment Agreement to Transferee and retain certain other obligations subject to the terms and conditions of the Agreement (Wyandotte Plaza); and

WHEREAS, the Unified Government consents to the sale of the Property to Transferee subject to the terms and conditions of the Agreement (Wyandotte Plaza).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT:

That the County Administrator of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the **Agreement (Wyandotte Plaza)** by and between the Unified Government, Developer, and Transferee, and all other documents and agreements contemplated by this document in substantially the form presented to and reviewed by the Board of Commissioners on _______________, 2015, with such changes therein as shall be approved by the officers of the Unified Government executing these documents, such officers' signature thereon being conclusive evidence thereof.

ADOPTED BY THE BOARD OF COMMISSIONDERS OF THE UNIFIED GOVERNMENT THIS _____ DAY OF _______________ 2015.

____
Unified Government Clerk

Approved as to Form:

____
Unified Government Counsel

AGREEMENT
(WYANDOTTE PLAZA)

THIS AGREEMENT, ("Agreement"), is made and entered into this ____ day of ___________, 2015 (the "Effective Date") between and among the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS UG, KANSAS** (the "UG"), **LEGACY WYANDOTTE, LLC,** a Kansas limited liability company (the "Developer") and **WYANDOTTE PLAZA STATION LLC,** a Delaware limited liability company ("Phillips").

RECITALS:

A. Developer is the owner of certain real property which is located in the City of Kansas City, Kansas and is generally located in on the northeast corner of 78th Street and State Avenue, as legally described on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto (the "Project Site").

B. The UG and Developer have previously entered into that certain Wyandotte Plaza Redevelopment Agreement dated as of July 27, 2012 (the "Original Redevelopment Agreement"), as amended by that certain First Amendment to Wyandotte Plaza Redevelopment Agreement dated as of November 21, 2013 (the "First Amendment;" collectively, the Original Redevelopment Agreement and the First Amendment may be referred to herein as the "Development Agreement") concerning redevelopment of the Project Site. Capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

C. Developer desires to transfer and sell a portion of the Project Site to Phillips, which portion is more specifically described in **Exhibit C** attached hereto (the "Property"), and in accordance with this sale, Developer desires to assign certain limited obligations, covenants, and agreements in the Development Agreement to Phillips and retain certain other obligations. The UG hereby consents to the sale of the Property to Phillips subject to the terms and conditions of this Agreement more fully set forth herein.

D. The parties desire to enter into this Agreement so that the Phillips shall acknowledge, assume and agree to perform certain limited obligations, covenants and agreements of the Developer for the Property while Developer retains all other obligations under the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate upon the expiration of the Development Agreement (the "Term")

3. Phillips Obligations. The parties hereby specifically agree that during the term of the Development Agreement: (i) Phillips shall only be obligated to fulfill such obligations, covenants and agreements of the Developer expressly set forth below, and (ii) Developer shall retain all of the obligations of the Development Agreement which are not expressly assumed by Phillips below, provided however, that

the parties understand and agree that neither Developer nor the UG shall have any right or obligation to enforce the restrictions set forth in Sections 7.5 and 7.9(f) with regard to the Property. Phillips hereby acknowledges, assumes and agrees to perform the following obligations, covenants and agreements of the Developer under the Development Agreement, to the extent that the same pertain to the Property:

a. To the extent necessary to interpret this Agreement, the terms and conditions in Article I (Definitions and Interpretation).

b. Phillips shall fully cooperate with Developer, the UG and any purchaser of Bonds, including the provision of updated information as to then existing leases, as to Developer's obligation to fulfill all of the terms and conditions in Section 4.2(d) (Initial Bond Refinancing), 4.2(f)(i) (Conditions Precedent to Bond Issuance), 4.2(g)(iii)(Other Provisions Regarding Bonds), and without limiting the generality of the foregoing, Phillips as the owner of the Property hereby specifically agrees that it shall fully cooperate in a commercially reasonable manner with the Initial Bond Refinancing.

c. Phillips shall fully perform the obligations of Developer as to Section 4.4(ii) (Document of Sales Taxes for the District).

d. Phillips shall only use the Property for the Permitted Use as defined in the Development Agreement. The term "Permitted Use" as defined in the Development Agreement means all uses customarily permitted in shopping centers similar to the Project, other than those prohibited by the restrictions set forth on Exhibit F attached thereto.

e. Phillips shall fulfill all of the terms and conditions set forth in Section 7.3 as to relocation of Tenants to the Property.

f. Phillips shall pay all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Property as required by Section 7.4 of the Development Agreement.

g. Phillips shall maintain or cause to be maintained the insurance required by Section 7.6 of the Development Agreement.

h. Phillips shall comply with all of the terms and conditions of Section 7.7 of the Development Agreement in the event of any damage, destruction or condemnation of the Property. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the reference to "Developer" at the end of Section 7.7(a) shall be deemed to mean "Phillips" (as the owner of the Property) for purposes hereof.

i. As to the Property, Phillips agrees to indemnify and hold the UG, its employees, agents and independent contractors and consultants (collectively, the "UG Indemnified Parties") harmless from and against any and all loss, liability, damage and expense, including without limitation court costs and reasonable attorneys' fees, and excluding consequential damages, resulting from, arising out of, or in any way connected with (i) the management and operation of the Property, (ii) the negligence or willful misconduct of Phillips, its employees, agents or independent contractors and consultants in connection with the management of the Property, (iii) any damage or injury occurring on the Property, and/or (v) the material breach of this Agreement by Phillips. This Section shall not apply to negligence or willful misconduct of the UG or its officers, employees or agents. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Phillips may become obligated to one or more of the UG Indemnified Parties, any one of the UG Indemnified Parties shall give prompt notice to the Phillips of the occurrence of such event. Phillips shall indemnify and hold the UG Indemnified Parties harmless for any such Action, including any reasonable expenses and costs of defense in connection with such Action.

j. Phillips' use, operation and management of the Property shall comply with all Applicable Laws and Requirements.

k. All of the terms and conditions set forth in Section 10.01 (Waiver of Breach), Section 10.02 (Force Majeure), Section 10.5 (Construction and Enforcement), Section 10.6 (Invalidity of Any Provisions), Section 10.7 (Headings), Section 10.8 (Execution of Counterparts), Section 10.9 (Time), Section 10.10 (Tax Implications), Section 10.11 (Consents and Approvals) and Section 10.14 (Entire Agreement). Section 10.4 (Amendments) is not included herein, but the parties hereby agree that no amendments to the Development Agreement which would affect Phillips' obligations hereunder or the Property may be made without the prior written consent from Phillips.

Section 10.12 (Notices) is hereby amended by adding a notice address for Phillips as follows:

To Phillips:

c/o Phillips Edison & Company
11501 Northlake Drive
Cincinnati, Ohio 45249
Attn: Legal Department

With copies to:

Honigman Miller Schwartz and Cohen LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-5151
Attn: J. Adam Rothstein, Esq.
Telephone Number: (248) 566-8612

l. As to the terms and conditions set forth in Section 3 of the First Amendment, including without limitation, subsection (a)(Consent to Additional CID Sales Tax Portion), subsection (b)(Consent to CID Assessments), and subsection (c)(Consent to Additional CID Assessments), Phillips, and its successors and assigns, hereby specifically consent to (and agree that the Property shall be subject to) any Additional CID Sales Tax Portion, CID Assessments, and/or Additional CID Assessments as described in Section 3 of the First Amendment, regardless of the fact that no benefits are to be received by Phillips or any owner of property within the District, and Phillips hereby agrees to fully cooperate with the UG and Developer in the imposition of the same. Phillips further agrees that it hereby waives (i) any and all right to prepay the CID Assessments and/or the right to challenge the method of assessments for the CID Assessments, unless such method is inconsistent with the terms of Section 3(b) of the First Amendment, and (ii) any and all right to prepay the Additional CID Assessments and/or the right to challenge the method of assessments for the Additional CID Assessments, unless such method is inconsistent with the terms of Section 3(c) of the First Amendment.

Phillips hereby understands and agrees that the UG may enforce the same against Phillips in connection with the Property only. Further, the parties understand and agree that if and to the extent the various exhibits attached to the Development Agreement are referenced in the obligations that are acknowledged and assumed by the Phillips, such exhibits are hereby incorporated by reference as though more fully set forth herein.

4. Future Impact of Developer Actions. The parties agree that no future act or omission of Developer in the exercise of its rights, duties, and obligations under the Development Agreement shall affect the Phillips's rights or obligations under this Agreement.

5. Release of Developer. The UG hereby specifically agrees to release the Developer from those certain obligations, terms and conditions that are assumed by Phillips as set forth in Section 3(a) through (l) of this Agreement, but only to the extent that the same pertain to the Property and are specifically assumed by Phillips. Except as to the specific obligations actually undertaken by Phillips in Section 3(a) through (l) of this Agreement for the Property, the Developer hereby understands and agrees that Developer remains responsible for all of the terms and conditions of the Development Agreement and for the balance of the Project Site. Additionally, nothing in this Agreement shall be deemed to release the Developer from the provisions pertaining to the First Amendment.

6. No Interest in Public Financing Proceeds. Without limiting the generality of anything set forth above, Phillips hereby specifically acknowledges and agrees that it has no right, interest, or claim to any portion of the Public Financing Proceeds described in the Development Agreement.

7. Estoppel. The UG and Developer hereby acknowledge and agree that, to the best of their respective actual knowledge, without any duty of inquiry: (a) the Development Agreement is in full force and effect, (b) the Development Agreement, as it relates to the Property, has not previously been assigned, modified or amended, except as specifically set forth herein, (c) no uncured default, event of default or breach by Developer or any other party exists under the Development Agreement, (d) no facts or circumstances exist, which, with the passage of time, will or could constitute a default, event of default or breach under the Development Agreement, and (e) the UG has not previously made any claim against Developer alleging Developer's default under the Development Agreement (f) the UG agrees that the Project has achieved Substantial Completion as contemplated by Section VIII. In addition, upon written request from Phillips in connection with a potential sale, financing or refinancing of the Property, the UG and Developer agree to provide, within thirty (30) days of such a written request from Phillips, an estoppel certificate confirming the foregoing as of the date of such estoppel certificate. Phillips understands and agrees that neither the UG nor Developer shall have an obligation to deliver more than one such estoppel in any twelve (12) month period.

8. Rights of Successors; Obligations Run With the Land. The benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

9. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the UG, Phillips and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

LEGACY WYANDOTTE, LLC,
a Kansas limited liability company

By:_____________________________
Name:____________________
Its: __Authorized Signatory__________

"Developer"

STATE OF______________________)
) ss.
COUNTY OF_____________________)

On this _ day of ______________, 2015, before me personally appeared ____________, to me personally known, who being by me duly sworn did say that he/she is the Manager of Legacy Wyandotte, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public
Printed Name:______________________________

My Commission Expires:

____

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By:___________________________
Name:________________________
Its: ___________________________

The "UG"

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this _____ day of ______________, 2015, before me, personally appeared _________________________, personally known, who being by me duly sworn did say that he is the _______________ of the Unified Government of Wyandotte County/Kansas City, Kansas, that said instrument was signed on behalf of said Unified Government, and acknowledged said instrument to be the free act and deed of said Unified Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wyandotte County, Kansas the day and year last above written.

____
Notary Public
Printed Name:___________________________

My commission expires:

____

THE PHILLIPS EDISON GROUP LLC,
a Delaware limited liability company

By:

"Phillips"

STATE OF______________________)
) ss.
COUNTY OF_____________________)

On this _ day of ______________, 2015, before me personally appeared ____________, to me personally known, who being by me duly sworn did say that he is the _________________________ of Wyandotte Plaza Station LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public
Printed Name:____________________________

My Commission Expires:

____

EXHIBIT A

Project Site – Legal Description

All of the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 4, Township 11, Range 24, Wyandotte County, Kansas, except any part taken, used or dedicated for roads or public right of ways.

EXHIBIT B

Project Site – Map

EXHIBIT C

Transferee Property

ALL THAT PART OF LOTS 1 AND 7, WYANDOTTE PLAZA, A SUBDIVISION LYING IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 24 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 6, WYANDOTTE PLAZA; THENCE SOUTH 86º37'08" WEST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 156.11 FEET TO A POINT; THENCE SOUTH 4º04'21" EAST ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 23.40 FEET TO A POINT; THENCE SOUTH 85º15'42" WEST ALONG THE NORTH LINE OF LOTS 6 AND 5 OF SAID WYANDOTTE PLAZA, A DISTANCE OF 226.78 FEET TO A POINT; THENCE SOUTH 4º44'18" EAST ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 15.60 FEET TO A POINT; THENCE SOUTH 86º13'31" WEST ALONG THE NORTH LINE OF LOTS 5 AND 4 OF SAID WYANDOTTE PLAZA, A DISTANCE OF 236.84 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID WYANDOTTE PLAZA; THENCE NORTH 2º11'29" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 32.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 85º50'15" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 150.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N. 78TH STREET; THENCE NORTH 2º11'36" WEST ALONG THE EAST RIGHT OF WAY LINE OF N. 78TH STREET, A DISTANCE OF 430.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 85º52'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 831.16 FEET TO A POINT; THENCE SOUTH 4º07'10" EAST, A DISTANCE OF 331.91 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS NORTH 86º56'17" WEST, HAVING A RADIUS OF 64.00 FEET THROUGH A CENTRAL ANGLE OF 25º14'59", AN ARC DISTANCE OF 28.20 FEET TO A POINT; THENCE NORTH 61º41'18" WEST, A DISTANCE OF 46.77 FEET TO A POINT ON THE WEST LINE OF LOT 7 OF SAID WYANDOTTE PLAZA; THENCE SOUTH 4º00'35" EAST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 127.19 FEET TO A POINT; THENCE SOUTH 86º37'08" WEST ALONG THE WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 11.11 FEET TO THE POINT OF BEGINNING, ALSO BEING DESCRIBED AS LOT 1A AS SHOWN ON LOT SPLIT SURVEY OF LOTS 1, 2 AND 7, WYANDOTTE PLAZA RECORDED AS DOCUMENT NO. 2015R-09265.

AND

ALL THAT PART OF LOTS 1, 2 AND 7, WYANDOTTE PLAZA, A SUBDIVISION LYING IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 24 EAST, IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, WYANDOTTE PLAZA, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF STATE AVENUE; THENCE SOUTH 86º13'39" WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE AVENUE, A DISTANCE OF 280.09 FEET TO A POINT; THENCE NORTH 4º07'10" WEST, A DISTANCE OF 154.96 FEET TO A POINT; THENCE SOUTH 85º52'50 WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF LOT 7 OF SAID WYANDOTTE PLAZA; THENCE NORTH 4º07'10" WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 105.14 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 85º52'58" WEST, A DISTANCE OF 62.97 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 64.00 FEET, THROUGH A CENTRAL ANGLE OF 7º10'45", AN ARC DISTANCE OF 8.02 FEET TO A POINT; THENCE NORTH 4º07'10" WEST, A DISTANCE OF 331.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE

SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 85º52'30" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 430.40 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 2º15'18" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 594.57 FEET TO THE POINT OF BEGINNING, ALSO BEING DESCRIBED AS LOT 2A AS SHOWN ON LOT SPLIT SURVEY OF LOTS 1, 2 AND 7, WYANDOTTE PLAZA RECORDED AS DOCUMENT NO. 2015R- 09265.

AND

TOGETHER WITH NONEXCLUSIVE EASEMENTS FOR PARKING, ACCESS, ROOF OVERHANG AND ABUTMENT, SIGN ACCESS, UTILITY AND DRAINAGE ESTABLISHED BY DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AUGUST 23, 2012 AS DOCUMENT NO. 2012R-11704, AS AMENDED BY THE FIRST AMENDMENT OF DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED NOVEMBER 14, 2013.

Staff Request for Commission Action

Tracking No. 15284

Full Commission Meeting Date: 12/17/15
Committee: Economic Development & Finance

Date of Standing Committee Action: 12/7/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	George Brajkovic, Director	x5749	gbrajkovic@wycokck.org	Economic Development

Item Description:

As approved by O-31-12 on 05/17/12, the UG had committed to back $9.5M of initial bonds so that the $28M Wyandotte Plaza project could commence with RED Legacy as Developer. It was expected that the redevelopment would take 2-3 years for new construction, new tenant leasing, and new tenant performance to reach a level where Developer could move to permanent financing, and issue new bonds which would take out the UG backed bonds. As a provision of the Development Agreement, while the project was still under the initial financing, the UG has approval rights for the transfer or sale of any portion of the project.

In September 2015, FC approved the sale/transfer of the Advanced Auto Parts. At this time, the Krispy Kreme Doughnuts is proposed to be sold to LAG Investments Kansas City, LLC. Staff is supporting the request.

Action Requested:

Adopt resolution authorizing the County Administrator to execute the Agreement.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Resolution, Transferee Acknowledgement and Agreement

RESOLUTION NO. ____________________

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") and Legacy Wyandotte, LLC ("Developer") previously entered into the Wyandotte Plaza Redevelopment Agreement dated July 27, 2012, as amended by the First Amendment to Wyandotte Plaza Redevelopment Agreement dated November 21, 2013 (collectively, "Redevelopment Agreement") concerning redevelopment of certain real property generally located on the northeast corner of 78th Street and State Avenue in Kansas City, Kansas 66112 ("Project Site").

WHEREAS, Section 7.9 of the Redevelopment Agreement provides for assignment of the Developer's obligations, covenants, and agreements under the Redevelopment Agreement to third parties, subject to the consent of the Unified Government.

WHEREAS, Developer desires to transfer and sell a portion of the Project Site to LAG Investments Kansas City, LLC ("Transferee"), which portion is more specifically described in **Exhibit A** attached hereto ("Transferee Property"), and in accordance with this sale, Developer desires to assign certain obligations, covenants, and agreements in the Redevelopment Agreement to Transferee in accordance with Section 7.9 of the Redevelopment Agreement.

WHEREAS, the Unified Government consents to the sale of the Transferee Property to Transferee subject to the terms and conditions of the Transferee Acknowledgement and Assumption Agreement (Wyandotte Plaza).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT:

That the County Administrator of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the **Transferee Acknowledgement and Assumption Agreement (Wyandotte Plaza)** by and between Developer and the Unified Government, and all other documents and agreements contemplated by this document in substantially the form presented to and reviewed by the Board of Commissioners on _______________, 2015, with such changes therein as shall be approved by the officers of the Unified Government executing these documents, such officers' signature thereon being conclusive evidence thereof.

ADOPTED BY THE BOARD OF COMMISSIONDERS OF THE UNIFIED GOVERNMENT THIS _____ DAY OF _______________ 2015.

____

Unified Government Clerk

Approved as to Form:

____

Unified Government Counsel

EXHIBIT A

Transferee Property

LAG Pad Site

Lot 6, WYANDOTTE PLAZA, a subdivision in Kansas City, Wyandotte County, Kansas.

TRANSFEREE ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT (WYANDOTTE PLAZA)

THIS TRANSFEREE ACKNOWLEDGEMENT, ASSUMPTION AND ESTOPPEL AGREEMENT (this "Assumption"), is made and entered into this ____ day of ______________, 2015 (the "Effective Date") between and among the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS UG, KANSAS** (the "UG"), **LEGACY WYANDOTTE, LLC,** a Kansas limited liability company (the "Developer") and **LAG INVESTMENTS KANSAS CITY, LLC, a Kansas limited liability company** ("Transferee").

RECITALS:

A. Developer is the owner of certain real property which is located in the City of Kansas City, Kansas and is generally located in on the northeast corner of 78th Street and State Avenue, as legally described on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto (the "Project Site").

B. The UG and Developer have previously entered into that certain Wyandotte Plaza Redevelopment Agreement dated as of July 27, 2012 (the "Original Redevelopment Agreement"), as amended by that certain First Amendment to Wyandotte Plaza Redevelopment Agreement dated as of November 21, 2013 (the "First Amendment;" collectively, the Original Redevelopment Agreement and the First Amendment may be referred to herein as the "Development Agreement") concerning redevelopment of the Project Site. Capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Development Agreement.

C. Section 7.9 of the Development Agreement provides for assignment of the obligations, covenants, and agreements of the Developer under the Development Agreement to third parties, subject to the consent of the UG. Developer desires to transfer and sell a portion of the Project Site to Transferee, which portion is more specifically described in **Exhibit C** attached hereto (the "Transferee Property"), and in accordance with this sale, Developer desires to assign certain obligations, covenants, and agreements in the Development Agreement to Transferee in accordance with Section 7.9 of the Development Agreement. The UG hereby consents to the sale of the Transferee Property to Transferee subject to the terms and conditions of this Assumption more fully set forth herein.

D. The parties desire to enter into this Assumption so that the Transferee shall acknowledge, assume and agree to perform those obligations, covenants and agreements of the Developer under the Development Agreement, and as the same pertain to the operation and financing of the Transferee Property.

AGREEMENT

NOW, **THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals**. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. **Term of Agreement**. This Assumption shall commence upon the Effective Date and shall terminate upon the expiration of the Agreement (the "Term").

3. **General Acknowledgement and Assumption**. Transferee hereby acknowledges, assumes and agrees to perform each and every obligation, covenant and agreement of the Developer under the Development Agreement set forth below, but only to the extent that the same shall pertain to the operation and financing of the Transferee Property, each of which is hereby incorporated as though more fully set forth herein and Transferee hereby understands and agrees that the UG may enforce the same directly against Transferee. Without limiting the generality of the foregoing, the parties hereby specifically agree that Transferee shall only be obligated to assume such obligations, covenants and agreements of the Developer expressly set forth in Section 4 of this Assumption immediately below.

4. **Specific Acknowledgement and Assumption**. Transferee specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the Development Agreement applicable only to the Transferee Property, as modified in certain instances below:

(a) All of the terms and conditions in Article I (Definitions and Interpretation).

(b) All of the terms and conditions in Section 4.2(d) (Initial Bond Refinancing), 4.2(f)(i) (Conditions Precedent to Bond Issuance), 4.2(g)(iii)(Other Provisions Regarding Bonds), and 4.4(i)(Document of Sales Taxes for the District). Without limiting the generality of the foregoing, Transferee – as the owner of the Transferee Property - hereby specifically agrees that it shall fully cooperate with the Initial Bond Refinancing.

(c) All of the terms and conditions of Article VII (Use and Operation).

(d) All of the terms and conditions set forth in Article IX (Default and Remedies).

(g) All of the terms and conditions set forth in Section 10.01 (Waiver of Breach) through Section 10.15 (Run With the Land), inclusive. However, the parties hereby understand and agree that the notice address for the Transferee in Section 10.12 (Notices) shall be replaced with the following:

To the Transferee:

LAG INVESTMENTS KANSAS CITY, LLC
Attn: Gary Goodman
3480 Ralston Avenue
Hillsborough, CA 94010
(650) 218-6944/ (650)343-2230 fax

With copy to: Todd C. Hicks, Esq.
Thrasher, Dinsmore & Dolan
100 7th Avenue, Suite 150
Chardon, OH 44024
(440) 285-2242/ (440)285-9423 fax

(h) All of the terms and conditions set forth in Section 3 of the First Amendment, including without limitation, subsection (a)(Consent to Additional CID Sales Tax Portion), subsection (b)(Consent to CID Assessments), and subsection (c)(Consent to Additional CID Assessments). Without limiting the generality of the foregoing, Transferee hereby specifically agrees that the Transferee, and its successors and assigns, hereby consent to (and agree that the Transferee Property shall be subject to) any Additional CID Sales Tax Portion, CID Assessments, and/or Additional CID Assessments as described in Section 3 of the First Amendment, regardless of the benefits to be received by Transferee or any owner of property within the District, and Transferee hereby agrees to fully cooperate with the UG and Developer in the imposition of the same. Transferee further agrees that it hereby waives (i) any and all right to prepay the CID Assessments and/or the right to challenge the method of assessments for the CID Assessments, unless such method is inconsistent with the terms of Section 3(b) of the First Amendment, and (ii) any and all right to prepay the Additional CID Assessments and/or the right to challenge the method of assessments for the Additional CID Assessments, unless such method is inconsistent with the terms of Section 3(c) of the First Amendment.

Each of the foregoing provisions is hereby incorporated by reference and Transferee hereby understands and agrees that the UG may enforce the same against Transferee in connection with the Transferee Property only. Further, the parties understand and agree that if and to the extent the various exhibits attached to the Development Agreement are referenced in the obligations that are acknowledged and assumed by the Transferee, such exhibits are hereby incorporated by reference as though more fully set forth herein.

5. **Future Impact of Developer Actions**. The parties agree that no future act or omission of Developer in the exercise of its rights, duties, and obligations under the Development Agreement shall affect the Transferee's rights or obligations under this Assumption.

6. **Release of Developer**. The UG hereby specifically agrees to release the Developer from the obligations, terms and conditions assumed by the Transferee set forth in Section 4(a) through (g) of this Assumption, but only to the extent that the same pertain to the Transferee Property. Except as to the specific obligations assumed by Transferee in Section 4(a) through (g) of this Assumption for the Transferee Property, the Developer hereby understands and agrees that Developer remains responsible for all of the terms and conditions of the Development Agreement and for the balance of the Project Site. Additionally, nothing in this Assumption shall be deemed to release the Developer from the provisions pertaining to the First Amendment, including those described in Section 4(h) above.

7. **Estoppel**. The UG and Developer hereby acknowledge and agree that, to the best of their respective actual knowledge, without any duty of inquiry: (a) the Development Agreement is in full force and effect, (b) the Development Agreement, as it relates to the Transferee Property, has not previously been assigned, modified or amended, except as specifically set forth herein, (c) no uncured

default, event of default or breach by Developer or any other party exists under the Development Agreement, (d) no facts or circumstances exist, which, with the passage of time, will or could constitute a default, event of default or breach under the Development Agreement, and (e) the UG has not previously made any claim against Developer alleging Developer's default under the Development Agreement.

8. **Rights of Successors; Obligations Run With the Land**. The benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Assumption shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

9. **Headings**. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

10. **Counterparts**. This Assumption may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the UG, Transferee and Developer have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

LEGACY WYANDOTTE, LLC,
a Kansas limited liability company

By:________________________________
Name: Dan Lowe, Manager

"Developer"

STATE OF ____________________)
) ss.
COUNTY OF___________________)

On this _____day of ____________________________, 2015, before me personally appeared ________________________, to me personally known, who being by me duly sworn did say that he/she is the Manager of Legacy Wyandotte, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he/she executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____

Notary Public
Printed Name:__________________________

My Commission Expires:

____

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

By:_______________________________
Name: _____________________________
Its: __________________________________

The "UG"

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

On this _____day of ___________________________, 2015, before me personally appeared ________________________, to me personally known, who being by me duly sworn did say that he is theof the Unified Government of Wyandotte County/Kansas City, Kansas, that said instrument was signed on behalf of said Unified Government, and acknowledged said instrument to be the free act and deed of said Unified Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wyandotte County, Kansas the day and year last above written.

____
Notary Public
Printed Name:_________________________

My commission expires:

____

LAG INVESTMENTS KANSAS CITY, LLC, a Kansas limited liability company

By: ______________________________
Gary Goodman, Manager

Date of Execution: ___________________

STATE OF ____________________)
) ss.
COUNTY OF _________________)

_____Now on this _____ day of ___________________, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Gary Goodman, Manager of LAG Investments Kansas City, LLC, a Kansas limited liability company, on behalf of said company, who is personally known to me to be the same person who executed the within instrument and who duly acknowledged the execution of the same to be the act and deed of said corporation, duly authorized by its Members.

______IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

____
Notary Public
Printed Name: ________________________

My Commission Expires:

____

EXHIBIT A

Project Site – Legal Description

All of the South Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 4, Township 11, Range 24, Wyandotte County, Kansas, except any part taken, used or dedicated for roads or public right of ways.

EXHIBIT B

Project Site – Map

EXHIBIT C

Transferee Property

LAG Pad Site

Lot 6, WYANDOTTE PLAZA, a subdivision in Kansas City, Wyandotte County, Kansas.

Staff Request for Commission Action

Tracking No. 15247

Full Commission Meeting Date: 12/17/15

Committee: Economic Development & Finance

Date of Standing Committee Action: 12/7/15
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Bill Heatherman, County Engineer	x5416	bheatherman@wycokck.org	Public Works

Item Description:

The U.G. is considering options for the replacement of the existing Riverview Avenue over the Turner Diagonal. For reason of overall function, the Engineering staff recommended the bridge replacement as its preferred alternative. The at-grade intersection is workable as long as certain design features are incorporated. Staff will present information related to both alternatives. On Monday, November 30th, the Public Works Standing committee voted to recommend the bridge alternative to the Economic Development and Finance Standing Committee.

Public Works Engineering Division estimates that the bridge replacement would be approximately $8.8 million, while the At-grade intersection option would be $7.0 to $7.2 million. The current CMIP shows $7.0 million in financing in the Economic Development category.

Action Requested:

Staff requests approval of one of the options, and if necessary, to authorize the budget amendment for the additional cost to complete the bridge.

Budget Impact: (if applicable)

Amount: $0.00

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution - Riverview Ave Bridge, Layout of Bridge Replacement Scenario, Layout of At-Grade-Intersection Scenario

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING CERTAIN STREET AND BRIDGE IMPROVEMENTS AND PROVIDING FOR THE MANNER OF PAYING FOR THE SAME.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. CO-03-09 of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") authorizes the governing body of the Unified Government to make a variety of improvements as further described in CO-03-09 and to issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the Unified Government has determined that it is necessary to make improvements to certain streets and bridges, as more fully described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Pursuant to the authority described above, the Unified Government hereby finds and determines that it is necessary to make the following **RIVERVIEW AVENUE BRIDGE REPLACEMENT (CMIP 962-9246)** (the "Improvements"):

> Replace existing Riverview Avenue Bridge over Turner Diagonal with a new bridge, including all new roadwork and ramp construction, demolition and removal of existing bridge and approaches, new bridge structure and foundation, traffic signal, required geometric improvements, sidewalk and street lighting installation, inlets and other drainage structures, miscellaneous grading, new curb and gutter construction, pavement repairs and markings, milling, resurfacing, and associated construction costs, including any appurtenances related thereto, including removal and replacement.
>
> All work includes necessary traffic control and detour signing and utility adjustments to accommodate the improvements as well as right-of-way and easement acquisition, all necessary engineering, design, inspection, appurtenances, and related construction.

Section 2. For the purpose of providing funds for the Improvements, all as approved by the governing body, the Unified Government hereby authorizes the issuance of its general obligation bonds pursuant to Article 12, Section 5(a) of the Constitution of the State of Kansas and Charter Ordinance No. CO-03-09 in an amount not in excess of **$8,800,000** plus capitalized interest and costs of issuance. Temporary Notes of the Unified Government are hereby authorized to be issued from time to time by resolution in an amount not to exceed the amount of general obligation bonds herein authorized.

Section 3. The Unified Government expects to make capital expenditures in connection with the Improvements and intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or temporary notes in an amount not to exceed **$8,800,000** plus capitalized interest and costs of issuance. Any general obligation bonds and/or temporary notes issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of adoption of the Reimbursement Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. This Resolution shall take effect and be in full force from and after its passage and approval by the governing body of the Unified Government.

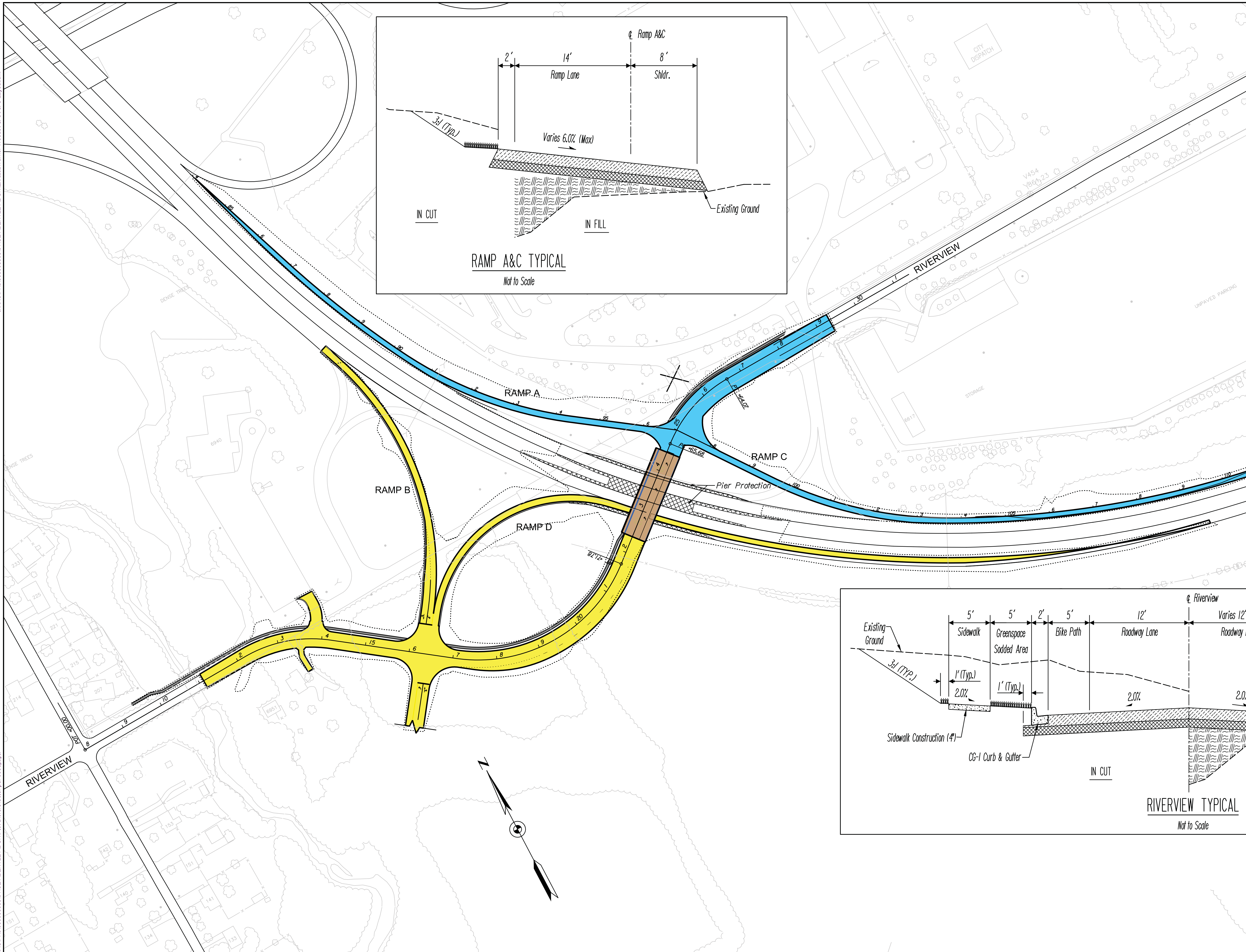
PASSED by the Governing Body on ____ day of ________________________, **2015** and APPROVED by the Mayor.

(SEAL)

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk



ALT C

Riverview Avenue Bridge Over
Turner Diagonal Alternatives Study

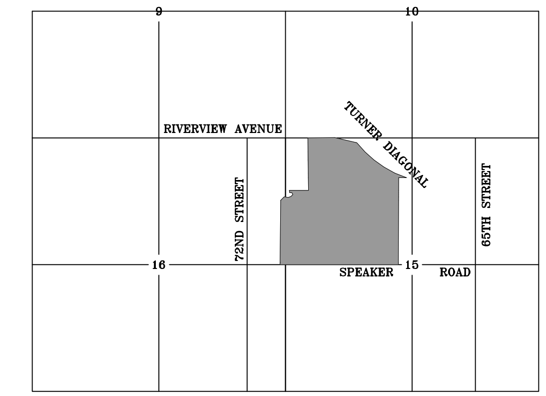
PHASE 2 ALTERNATES
October 2013

DESCRIPTION:

Replacement of Existing Bridge Structure on an Offset Alignment, Reconstruct East Ramps

EXHIBIT E

LOCHNER
903 East 104th Street | Kansas City, MO 64131-3451 | P 816.363.2696



Know what's below. Call before you dig

TOTAL BUILDING SF = 1,440,808 SF
TOTAL SITE ACREAGE = 123.09 AC

DEVELOPER

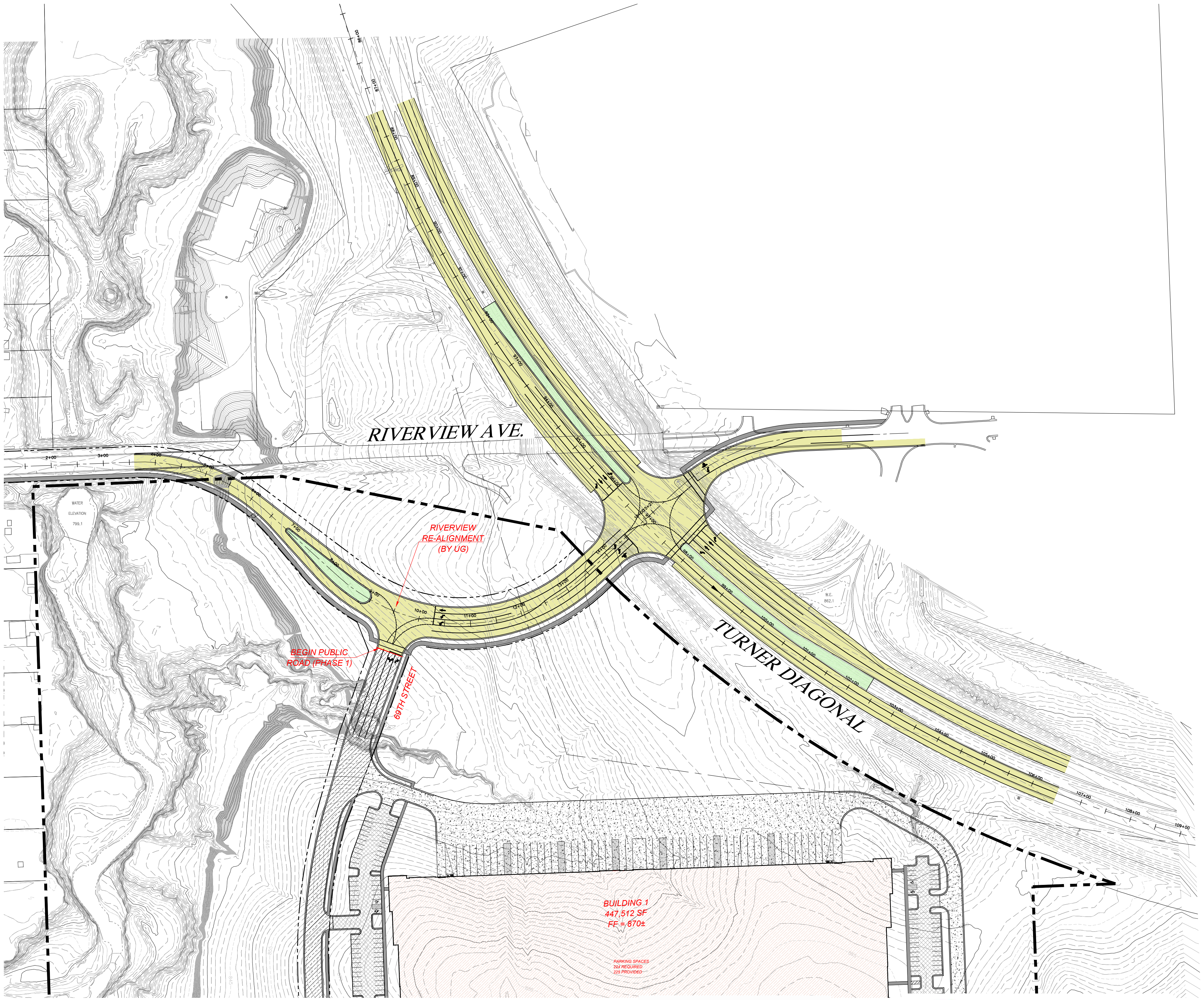
Northpoint
Eric Watts
5015 NW Canal Street, Suite 200
Riverside, Missouri 64150

CIVIL ENGINEER/SURVEYOR

Continental Consulting Engineers, Inc.
David S. Lotz P.E. / Sam DePriest P.L.S.
11006 Parallel Parkway Suite 1
Kansas City, Kansas 66109

PARKING

TOTAL CAR PARKING =	721 SPACES REQUIRED
	721 SPACES PROVIDED
(REQUIRED CAR PARKING BASED ON 1/2000 SF)	
DOCK DOORS =	292 SPACES
TRAILER SPACES =	160 SPACES
TOTAL TRUCK PARKING=	452 SPACES



GRAPHIC SCALE
100 0 100 200
(IN FEET)

Turner Commerce Center

Preliminary Site Plan

TURNER COMMERCE CENTER

NorthPoint DEVELOPMENT

FINKLE + WILLIAMS ARCHITECTURE

SINCE 1976 Continental CONSULTING ENGINEERS, INC.

9000 State Line Road
Leawood, Kansas 66206
11006 Parallel Parkway
Kansas City, Kansas 66109
(913) 642-6642
(913) 642-6941 Fax
www.ccengineers.com

JULY 31, 2015

CCEI EXHIBIT 1A

15317

CONSENT AGENDA ITEM NO.

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

December 11, 2014

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of KU MEDICAL PLAZA, FIRST PLAT located at 39th and Stateline Road and being developed by The University of Kansas Hospital Authority.

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,

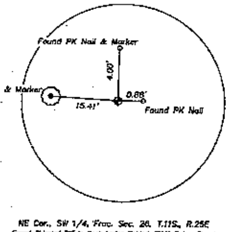
Brent E. Thompson, R.L.S.
County Surveyor

William J. Heatherman, P.E.
County Engineer

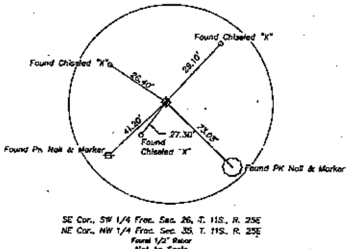
Attachments

Final Plat of
KU Medical Plaza, First Plat

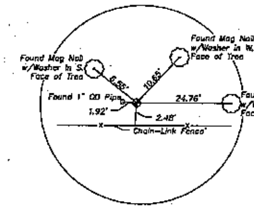
A Replat of Lots 1-36, Block 1, Mable Park, Lots 1-30, the South 7 feet of Lot 31, and Lots 34-100, Oxford Place, Lots 61-95, Oxford Park and the adjoining Alleyways and Rights of Way, all lying in the Southwest Quarter of Fractional Section 26, and the Northwest Quarter of Fractional Section 35, Township 11 South, Range 25 East, Kansas City, Wyandotte County, Kansas



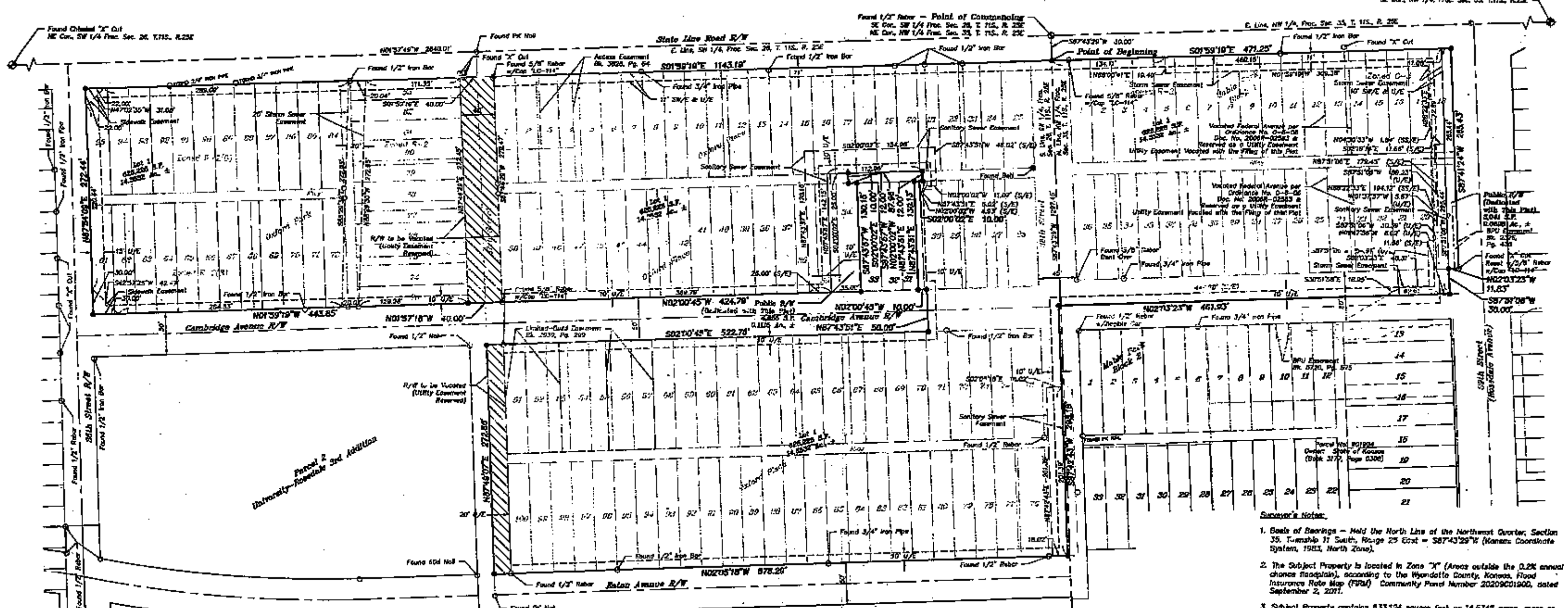
NE Cor., SW 1/4, Frac. Sec. 26, T.11S., R.25E
Not to Scale



SE Cor., SW 1/4 Frac. Sec. 26, T. 11S., R. 25E
NE Cor., NW 1/4 Frac. Sec. 35, T. 11S., R. 25E
Found 1/2" Rebar
Not to Scale



SW Cor., SW 1/4, Frac. Sec. 26, T.11S., R.25E
Not to Scale



Property Description:

All of Lots 1 through 36, the adjoining alleyways and part of Cambridge Avenue right of way, Block 1, Mable Park, all of Lots 1 through 30, the South 7 feet of Lot 31, all of Lots 34 through 100, the adjoining alleyways, and part of adjoining 38th Street right of way, Oxford Place, and all of Lots 61 through 95, together with the adjoining alleys and part of the adjacent 37th Street right of way, Oxford Park, subdivisions lying in the Southwest Quarter of Fractional Section 26 and the Northwest Quarter of Fractional Section 35, Township 11 South, Range 25 East, in Kansas City, Wyandotte County, Kansas, described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of Fractional Section 35, Township 11 South, Range 25 East; thence South 87 degrees 43 minutes 29 seconds West along the North line of the Northwest Quarter of said Fractional Section 35 a distance of 30.00 feet to a point on the West right of way line of State Line Road, as said road now exists, said point also being the POINT OF BEGINNING; thence South 01 degree 59 minutes 19 seconds East along the West right of way line of State Line Road a distance of 471.25 feet to the point of intersection of the West right of way line of State Line Road and the North right of way line of 39th Street, as said road now exists; thence South 87 degrees 41 minutes 24 seconds West along the North right of way line of 39th Street a distance of 265.43 feet to the point of intersection of the North right of way line of 39th Street and the East right of way line of Cambridge Avenue, as said road now exists; thence North 02 degrees 03 minutes 23 seconds West along the East right of way line of Cambridge Avenue a distance of 11.83 feet to a point on the Easterly prolongation of the North right of way line of 39th Street; thence South 87 degrees 51 minutes 08 seconds West along the Easterly prolongation of the North right of way line of 39th Street a distance of 30.00 feet to a point on the centerline of a 60 foot right of way of Cambridge Avenue; thence North 02 degrees 03 minutes 23 seconds West along the centerline of the 60 foot right of way of Cambridge Avenue a distance of 461.93 feet to a point; thence South 87 degrees 42 minutes 43 seconds West a distance of 298.18 feet to a point on the Southerly prolongation of the East right of way line of Eaton Avenue, as said road now exists; thence North 02 degrees 05 minutes 18 seconds West along the East right of way line of Eaton Avenue and said prolongation a distance of 678.29 feet to the point of intersection of the Northerly prolongation of the East right of way line of Eaton Avenue and the centerline of a 40 foot right of way of 37th Street as said road now exists; thence North 87 degrees 49 minutes 07 seconds East along the centerline of 37th Street a distance of 272.85 feet to the point of intersection of the centerline of the 40 foot right of way of 37th Street and the Northerly prolongation of the West right of way line of Cambridge Avenue, as said road now exists; thence South 02 degrees 00 minutes 45 seconds East along the West right of way line of Cambridge Avenue and its Northerly prolongation a distance of 522.78 feet to a point; thence North 87 degrees 43 minutes 51 seconds East a distance of 50.00 feet to a point on the East right of way line of Cambridge Avenue; thence North 02 degrees 00 minutes 45 seconds West along the East right of way line of Cambridge Avenue a distance of 10.00 feet to the Northwest corner of the South 7 feet of Lot 31 of Oxford Place, a subdivision in Kansas City, Wyandotte County, Kansas; thence North 87 degrees 43 minutes 51 seconds East along the North line of the South 7 feet of said Lot 31 a distance of 130.13 feet to a point on the West line of an existing alley as established in said plat of Oxford Place; thence South 02 degrees 00 minutes 02 seconds East along the West line of said alley a distance of 10.00 feet to a point; thence North 87 degrees 43 minutes 51 seconds East a distance of 12.00 feet to a point on the East line of said alley; thence North 02 degrees 00 minutes 02 seconds West along the East line of said alley a distance of 87.96 feet to a point; thence South 87 degrees 43 minutes 57 seconds West a distance of 12.00 feet to a point on the West line of said alley; thence South 2 degrees 00 minutes 07 seconds East along the West line of said alley a distance of 10.00 feet to the Northeast corner of Lot 33 of said Oxford Place; thence South 87 degrees 43 minutes 57 seconds West along the North line of said Lot 33 a distance of 130.15 feet to the Northwest corner thereof, said point also lying on the East right of way line of Cambridge Avenue; thence North 02 degrees 00 minutes 45 seconds West along the East right of way line of Cambridge Avenue a distance of 424.79 feet to the point of intersection of the East right of way line of Cambridge Avenue and the South right of way line of 37th Street, as said road now exists; thence North 01 degree 57 minutes 18 seconds West a distance of 40.00 feet to the point of intersection of the East right of way line of Cambridge Avenue and the North right of way line of 37th Street; thence North 1 degree 59 minutes 19 seconds West along the East right of way line of Cambridge Avenue a distance of 443.85 feet to the point of intersection of the East right of way line of Cambridge Avenue and the South right of way line of 36th Street, as said road now exists; thence North 87 degrees 54 minutes 09 seconds East along the South right of way line of 36th Street a distance of 272.44 feet to the point of intersection of the South right of way line of 36th Street and the West right of way line of State Line Road; thence South 01 degree 59 minutes 19 seconds East along the West right of way line of State Line Road a distance of 1143.19 feet to the POINT OF BEGINNING and containing 633,124 Square Feet or 14.5345 Acres, more or less.

Prepared for:
The University of Kansas Hospital Authority
3901 Rainbow Boulevard
Kansas City, Kansas 66160

Prepared by:
Olsson Associates
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170

Execution

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed his name.

OWNER of Lot 1: The University of Kansas Hospital Authority

By: Bob Jackson, Senior Vice President, CAO
Printed Name & Title

N
1" = 60'
0' 30' 60' 120'
SCALE IN FEET

LEGEND

- SECTION CORNER
- BRASS MONUMENT
- SET 1/2"x24" REBAR W/LC-114 CAP
- FOUND SURVEY MONUMENT (AS NOTED)

S. 1/2, Frac. Sec. 26 & N. 1/2, Frac. Sec. 35, T.11S., R.25E.
VICINITY MAP
Scale: 1" = 2000'

STATE OF Kansas)
) SS
COUNTY OF Wyandotte)

Be it remembered, that on this 19 day of November 2015, before me, a notary public in and for said County and State, came Bob Jackson of The University of Kansas Hospital Authority to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Notary:
May 10, 2016
My appointment expires:

Register of Deeds

State of KANSAS)
) SS
County of WYANDOTTE)

This is to certify that this instrument was filed for record in the Register of Deeds office on this ____ day of ________ 2015, at ____ o'clock and is duly recorded.

Nancy Burns, Register of Deeds

Susan Nelson, Deputy Chief

This is to certify that this plat represents a survey completed on August 29, 2014, by me or under my direct supervision and furthermore meets or exceeds the minimum standards for Boundary Surveys Standard of Practice No. 1 to the best of my professional knowledge and belief.

Timothy Blair Wiswell, LS-1136
Olsson Associates LC-114

Surveyor's Notes:

1. Basis of Bearings — Held the North Line of the Northwest Quarter, Section 35, Township 11 South, Range 25 East = S87°43'29"W (Kansas Coordinate System, 1983, North Zone).
2. The Subject Property is located in Zone "X" (Areas outside the 0.2% annual chance floodplain), according to the Wyandotte County, Kansas, Flood Insurance Rate Map (FIRM) Community Panel Number 20209C0190D, dated September 2, 2011.
3. Subject Property contains 633,124 square feet or 14.5345 acres, more or less.
4. Precision of closure is 1:295674.
5. All previously existing alleys and rights-of-way within the boundary of this plat are to be vacated with the recording of said plat, along with the Utility Easement reserved with the Vacation of Federal Avenue (Ordinance No. O-6-06, Doc. No. 2006R-02583).

Dedications:

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", "Sanitary Sewer Easement" or "S/E", "Storm Sewer Easement" or "SS/E," is hereby granted to the Unified Government of Wyandotte County, Kansas City, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

All public right-of-way shown and not heretofore existing is hereby dedicated for public right-of-way for alley relocation to Cambridge connection and widening of 39th Street.

Approvals

This plat of "KU Medical Plaza, First Plat" has been submitted and approved by the Unified Government of Wyandotte County and the Kansas City, Kansas Planning Commission.

Dated this 10th day of November 2015
Kansas City, Kansas Planning Commission

By: Chairman
By: Robin H. Richardson, Director

Recommended for approval by the County Engineer, this day ____ of ________, 201_.

William J. Heatherman, P.E., County Engineer

This survey has been reviewed for filing, pursuant to KSA 58-2003, 58-2005, and 58-2011, for content only and is in compliance with those provisions. No other warranties are extended or implied.

Reviewed by: Brent E. Thompson, KS P.L.S. 1277, County Surveyor
12-11-15
Date

The dedications shown hereon, if any, are accepted this ____ day of ________, 201_.

Mark R. Holland, Mayor

Bridgette D. Cobbins, Unified Clerk

OLSSON ASSOCIATES

REVISIONS

Final Plat of
KU Medical Plaza, First Plat
In Fractional Sections 26 and 35, Township 11 South, Range 25 East
PHASE OR ADDITION
Kansas City, Kansas
2013

SHEET
1 of 1

15318

CONSENT AGENDA ITEM NO.

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

December 10th, 2015

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of KAW 88 SECOND PLAT located at Gibbs Road and South 88th Street and being developed by W.H. Warehouse LLC.

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, R.L.S.
County Surveyor

William J. Heatherman, P.E.
County Engineer

Attachments

FINAL PLAT
KAW 88 SECOND PLAT
being a replat of
LOTS 1 & 2, REPLAT OF KAW-88,
a Recorded Subdivision in the Southeast Quarter of
Section 30, Township 11 South, Range 24 East, in Kansas City,
Wyandotte County, Kansas

TITLE COMMITMENT
Commitment Number: NCS-744032-KCTY
Effective Date: July 22, 2015, 8:00 a.m.

First American Title Insurance Company
1201 Walnut Street, Suite 700
Kansas City, MO 64106
Ph: (816) 410-7911 Fax: (866) 453-6334

TITLE COMMITMENT DESCRIPTION
LOTS 1 AND 2, REPLAT OF KAW-88, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

SURVEYOR'S NOTES
1. This surveyor has made no search at the county Register of Deeds office or searched court documents for easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances that may affect the property. The aforementioned items shown hereon, if any, are based entirely upon the title report, commitment, or ownership and encumbrance report cited above, by documents found in this firms possession, documents obtained from other sources, or other information that prompted a specific search for such items. If any other easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances affect this property their existence is unknown to this surveyor and are therefore not shown.

UTILITY NOTES
1. No underground utilities were located for this survey. The underground utilities shown hereon are representational only and are in no way intended to show their exact location, nor is this information to be construed as a complete inventory of all utilities at this location. The exact location of underground features cannot be accurately, completely and reliably depicted *without excavation*. Where additional or more detailed information is required, client is advised that excavation may be necessary. It is the excavator's responsibility to have any utilities marked before digging.

GENERAL NOTES
1. Basis of Bearings: South 87° 39' 46" West on the South line of the Southeast Quarter of the Southeast Quarter Section 30 Township 11 South Range 24 East. The Final plat of "REPLAT OF KAW-88" stated the bearing as South 87° 40' 04" West.
2. The plat of "REPLAT OF KAW-88" recorded April 1, 2001 and filed as Instrument Number 2001R-05711 in Book 39, Page 55.
3. This Tract contains 901,819 square feet or 20.7 acres.
4. Zoning Restrictions per plat and Wyandotte County Zoning Maps 27-470: M-3, Heavy Industrial District.
5. Mapcheck Closure Summary:

Precision, 1 part in: 488066.798'
Error distance: 0.012'
Error direction: S44° 22' 25.63"W

FLOOD STATEMENT
The subject property lies within Flood Zone "AE" (Floodways areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance floodplain can be carried without substantial increases in flood heights), as shown on the Wyandotte County, Kansas and Incorporated Areas Flood Insurance Rate Map (F.I.R.M.).

Per FEMA Letter of Map Amendment (LOMA), dated June 29, 2010, in Case 10-07-1722A reclassifies a portion of Lots 1 & 2 as "Zone B". See "Tract A" as described boundary.

Per FEMA Revalidation Case 11-07-3593V dated February 6, 2014, reclassifies the same portion of Lots 1 & 2 of the subject property as "Zone X".

Map Number: 20209C0145D
Panel No: 145 of 230
Effective Date: September 2, 2011.

__NOTE:__ This statement is provided for informational purposes only and shall in no way constitute a basis for a flood certificate. No field work was performed to establish the boundaries of this zone. The information was derived by scaling the subject property on the above referenced map.

OWNER/DEVELOPER
W.H. Warehouse LLC
c/o Frank Perry
6740 Kaw Drive
Kansas City, Kansas 66111

SURVEYOR
BHC Rhodes
901 N. 8th Street, Suite 100
Kansas City, Kansas 66101
Phone No.: 913-317-5300
Fax No.: 913-371-2677

PLAT DESCRIPTION
A tract of land being a replat of all of Lots 1 and 2, of REPLAT OF KAW 88, a subdivision recorded April 1, 2001 and filed as Instrument Number 2001R-05711 in Book 39 at Page 55, located in the Southeast Quarter of Section 30, Township 11 South, Range 24 East of the Sixth Principal Meridian in the city of Kansas City, Wyandotte County, Kansas being more particularly as follows;

(Note: For orientation the bearings in this description are based on the South line of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 11 South, Range 24 East, having a bearing of South 87° 39' 46" West as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone (NAD83)).

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 30;

Thence South 87° 39' 46" West, 1331.04 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 30;

Thence North 02°01'20" West, 50.39 feet on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 30;

Thence N87°58'40"E, 71.33 feet, departing said West line of the Southeast 1/4 of the Southeast 1/4 of said Section 30, to the Point of Beginning;

Thence North 47° 48' 42" West, 36.74 feet;

Thence North 02° 01' 20" West, 24.24 feet, parallel with the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 30;

Thence North 87° 39' 46" East, 452.02 feet;

Thence North 02° 22' 31" West, 492.62 feet;

Thence South 87° 39' 46" West, 440.85 feet;

Thence North 02° 01' 20" West, 674.80 feet;

Thence North 06° 12' 49" East, 177.21 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of [illegible] feet;

Thence Northeasterly with an arc length of 711.75 feet on said curve, said curve having a chord bearing of North 72° 02' 02" East and a chord distance of 710.82 feet;

Thence North 8[illegible]° 39' 46" East, 248.27 feet;

Thence South 02° 22' 31" East, 1006.51 feet;

Thence South 87° 39' 46" West, 470.91 feet;

Thence South 02° 22' 31" East, 648.75 feet;

Thence South 87° 39' 46" West, 456.93 feet to the Point of Beginning;

Containing [illegible] square feet, or 20.7 acres more or less, and being subject to survey and all public roads, easements, reservations, and restrictions, covenants and conditions, if any, now of record.

PLAT DEDICATION
We, the undersigned proprietors of the tract of land described on this document have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "KAW 88 SECOND PLAT"

VACATIONS (K.S.A. 12-512b)
In lieu of the Rights-of-Way and easements dedicated by this plat, and by authority of KSA 12-512b, all public reservations within the boundary of this plat and previously granted to the City of Kansas City, Kansas and/or the Board of Public Utilities, and /or the Unified Government of Wyandotte County / Kansas City, Kansas, including any underlying plats, rights-of-way, easements or dedicated building setback lines, are hereby vacated, including but not limited to the following easements recorded in the Wyandotte County Register of Deeds office: that portion of the 30 foot Permanent Access and Utility easement depicted on the "FINAL PLAT OF REPLAT OF KAW 88" and shown hereon as hatched.

SECTION CORNER REFERENCE TIES
(SW)
FOUND CHISELED "+" W/ MAG NAIL IN CENTER

NE 18.52' TO A CHISELED "+" TBC
SE 56.19' TO A PK NAIL W/ WASHER, E FACE PP
SW 52.25' TO A CHISELED "+" TBC
NW 21.27' TO A CHISELED "+" TBC

(SSW)
FOUND 1/2" IRON BAR W/ ILLEGIBLE CAP

SE 35.84' TO A NAIL & WASHER, SW FACE OF TREE
SSE 19.25' TO A NAIL & SHINER, W FACE OF TREE
S 23.64' TO A NAIL & SHINER, N FACE OF RR TIE POST
W 12.09' TO A NAIL AND LS-533 WASHER, N FACE OF A TREE

(84T)
FOUND 1/2" IRON BAR

NE 77.33' TO TOP BOLT OF A FIRE HYDRANT
E 8.00' TO A 1/2" REINFORCING ROD
WSW 11.92' TO A PK NAIL AND BOTTLE CAP, SOUTH FACE OF A PP
NW 54.54' TO A 160 NAIL AND LS-533 WASHER, E FACE OF A TREE

EXECUTION
IN TESTIMONY WHEREOF: W.H. WAREHOUSE, LLC, has by the authority of its Authorized Agent caused this instrument to be executed this 3rd day of December, 2015.

Frank Perry

Title: Authorized Agent for W.H. WAREHOUSE, LLC

ACKNOWLEDGMENT
STATE OF KANSAS }
COUNTY OF WYANDOTTE }

On this 3rd day of December, 2015, before me appeared Frank Perry, to me personally known who being by me duly sworn did say that he is an authorized agent for W.H. WAREHOUSE, LLC and that this instrument was signed on behalf of said W.H. WAREHOUSE, LLC by authority of its Authorized Agent, and acknowledged said instrument to be free act and deed of said W.H. WAREHOUSE, LLC

My commission expires: 12/5/17 Nancy L. Euler
Notary Public

NANCY L. EULER
Notary Public - State of Kansas
My Appt. Expires 12-5-17

APPROVALS
This plat of KAW 88 SECOND PLAT has been submitted to and approved by the Planning Commission for the Unified Government of Wyandotte County / Kansas City, Kansas, this [illegible] day of [illegible] 2015.

Planning Commission
Unified Government of Wyandotte County / Kansas City, Kansas

Joanne Huey, Chairman

Robin H. Richardson, AICP, Secretary

Recommended for approval by the County Engineer this 10th day of December, 2015.

William Heatherman, P.E. - Wyandotte County Engineer

This survey has been reviewed for filing, pursuant to K.S.A. 58-2003, 58-2005 and 58-2011, for content only and is in compliance with those provisions. No other warranties are extended or implied.

12/10/15

Brent E. Thompson, KS-P.L.S.-1277
County Surveyor

STATE OF KANSAS }
COUNTY OF WYANDOTTE }

This is to certify that this instrument was filed for record in the Register of Deeds Office on this _____ day of _____, 2015, at _____ o'clock and is duly recorded.

Nancy W. Burns, Register of Deeds

Susie Nelson, Deputy Register of Deeds

The dedication shown hereon are accepted by the Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, this _____ day of _____, 2015.

Mark R. Holland, Mayor

Bridgette Cobbins, U.G. Clerk

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY that on the "Field Date" shown in the title block of this document, this survey was made by me or under my direct supervision and that said survey meets or exceeds the "KANSAS MINIMUM STANDARDS" for boundary surveys pursuant to K.S.A. 74-7037.

Date of Plat or Map: September 25, 2015

See Title Block for date, seal and signature.

Rev.	Date	Description	Drawn	Checked
1	10-6-15	REVISE NOTES PER COUNTY COMMENTS	RLA	

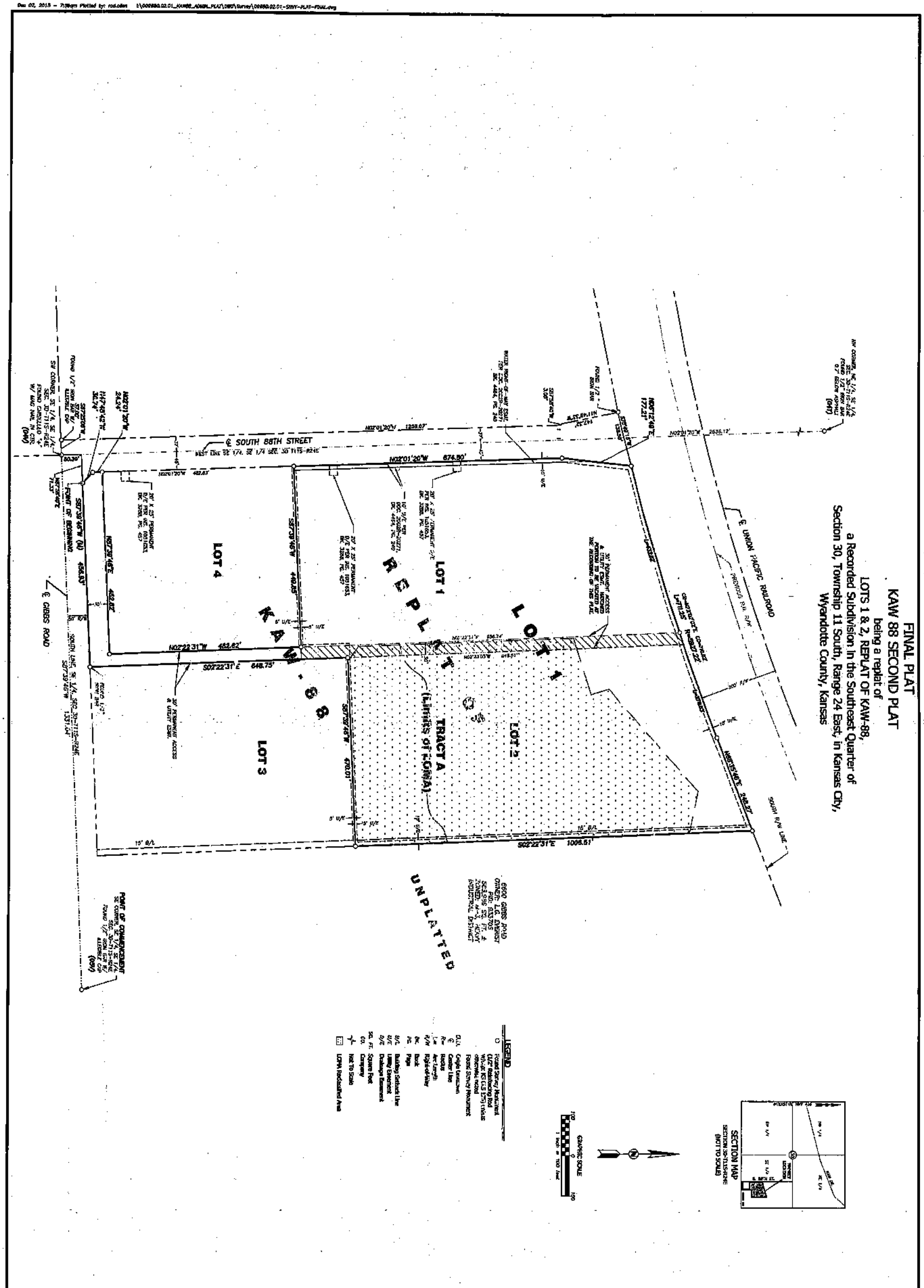
WILLIAM C. ANDERSON LICENSED LS-1527 KANSAS LAND SURVEYOR 2015-12-04
wanderson@bhc.com

BHC RHODES
Civil Engineering • Surveying • Utilities
901 N. 8th Street, Suite 100
Kansas City, Kansas 66101
p. (913) 371-5300 f. (913) 371-2677

Client:
W.H. WAREHOUSE, LLC
ATTN: FRANK PERRY
6740 KAW DRIVE
KANSAS CITY, KANSAS 66111

Project:
FINAL PLAT
LOT 1, KAW 88 SECOND PLAT, A REPLAT OF LOTS 1 & 2, REPLAT OF KAW 88, SEC. 30-T11S-R24E, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS

Drawn By:	MSF/JER
Project No:	009880.02.01
Field Date:	2015-08-03
Issue Date:	2015-09-25
Sheet:	1 of 2



Project:	Client:		
FINAL PLAT LOT 1, KAW 88 SECOND PLAT, A REPLAT OF LOTS 1 & 2, REPLAT OF KAW 88, SEC. 30-T11S-R24E, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS	W.H. WAREHOUSE, LLC ATTN: FRANK PERRY 6740 KAW DRIVE KANSAS CITY, KANSAS 66111	BHC RHODES Civil Engineering • Surveying • Utilities 901 N. 8th Street, Suite 100 Kansas City, Kansas 66101 p (913) 371-5300 f (913) 371-2677	LS-1527

Sheet 2 of 2

Rev.	Date	Description	Drawn	Checked

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064

Phone: 913-573-5260
Fax: 913-573-5299
http://www.wycokck.org

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: December 10, 2015

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

cm

Attachment

Weekly Business Material for December 10, 2015

1. **COMMUNICATION:**

Bridgette Cobbins, UG Clerk, listing bids received on December 9, 2015, for Project ID #1306 – 2015 Crack Seal.

Action: Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor and Public Works.

2. **PUBLIC NOTICE:**

Alandon Tow, 6224 Kansas Ave., held a public auto auction on December 1, 2015 at 10:00 a.m.

Action: Received and filed.

3. **COMMUNICATIONS:**

Lew Levin, Chief Financial Officer, regarding warrant cancellations:

WT. NO.	ISSUED	AMOUNT	FUND / VENDOR
773252	8/21/2015	$ 52.23	160/County General Fund V #J8342 Past 45 days
775340	9/25/2015	$ 23.71	790/Tax Collection Fund 160/County General Fund V #2759Q Past 45 days
760259	3/4/2015	$ 150.00	110/City General Fund V #X2124 Past 45 days
778782	11/25/2015	$ 389.26	165/Dept. of Aging V #29723 Duplicate Payment

Action: Received and filed.

4. **PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 8, 2015:**

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Dana R. Bye	District Court	11/12/15	Bonding Clerk
Nicole S. McClain	Health	12/3/15	Nurse Practitioner

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Michael D. Blair	PW/WPC	12/1/15	Sewer Maint Worker I
Eugene W. Bryan Jr	Appraiser	12/16/15	Appraiser Manager
Deborah M. Caiharr	Fire/Admin	12/16/15	Admin Supt Specialist
Kenneth D. Mai	DOTS	12/16/15	Info Sys Mgr.
Giang Trinh	Finance	12/16/15	Fiscal Supt Spec
Adam P. Weigel	Urban Planning	12/8/15	Intern

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Curtis L. Bloesser	NRC/Inspection	12/4/15	Building Inspector I
Todd P. Yergovich	NRC/Inspection	12/7/15	Bldg. Inspector I Certified

Section VII - Reclassifications

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Travis L. Thomas	Fire	10/8/15	Fire Mechanic	Manager
Vacant	District Court	11/12/15	Admin Asst-State	Bonding Clerk
Vacant	Financec/Accounting	1/4/16	Fiscal Supt Specialist	Management Analyst

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Deidra L. Block	Police/Admin	Out of class pay effective 10/30/15
Lawrence J. Eker Jr.	Emergency Mgt.	ACD code change effective 12/31/15
Artis D. Smith	Parks/Rec	Amend PAC 11/24/15 to reflect change effective 11/18/15

Action: Received and filed. Copy previously forwarded to Payroll.

5. PERSONNEL ACTION COMMUNICATION, DATED DECEMBER 10, 2015:

Section III - Separations

Name	**Department/Division**	**Eff. Date**	**Job Title**
Harold L Heddings	PW/WPC	12/16/15	Utility Maint Mechanic
Mary E. Beth Leverich	District Court	6/14/14	Admin Supt Asst.
Novica N Nikolic	PW/Traffic	12/16/15	Equipment Operator II
Richard J. Sarmiento Jr	PW/Street	12/16/15	Equipment Operator II
Jacob R. Swearengin	Transportation	12/9/15	Transit Operator

Section VIII - Other Request

Name	**Department/Division**	**Action Requested and Explanation**
Michael D. Blair	PW/WPC	Amend PAC to reflect change effective 11/30/15

Action: Received and filed. Copy previously forwarded to Payroll.

6. **CLAIM FOR DAMAGES:**

James Johnson, 864 Troup Ave., alleging bodily injury from falling into a manhole after cover collapsed.

Action: Received and filed. Copy previously forwarded to Legal.

7. **TRAVEL REQUESTS:**

William Barajas and Steven Rios, KCKPD/Chief's Office/Training Academy, travel to Las Vegas, NV, December 6 – 10, 2015, to attend Verbal Defense & Influence Course for Law Training, SLETF.

Kathy Briney, Appraiser's Office, travel to Topeka, KS, Dec. 4 – 31, 2015, to attend tax appeal hearings, Training & Travel Fund.

Sharon Gay Hall, PHD/CDC/EP, travel to Dallas, TX, April 17 – 22, 2016, to attend 2016 Preparedness Summit, R.P. Funds.

Richard Mikesic, Finance/Accounting, travel to Toronto, Ontario, Canada, May 21 – 25, 2016, to attend GFOA Annual Conference, General Fund.

David Shost, Fire/EMS, travel to Baltimore, MD, Feb. 24 – 27, 2016, to attend EMS Today Conference, Employee Training & Travel Fund.

David Shost, Fire/EMS, travel to Henderson, NV, May 22 – 25, 2016, to attend Fire-Rescue Med Leadership Summit for EMS Professionals, Employee Training & Travel fund.

Action: Approved by County Administrator's Office and received and filed.

8. **CERTIFICATES OF INSURANCE:**

AB Capital Holdings LLC, Allied Security Holdings LLC, AlliedBarton Security Services LP, AlliedBarton Security Services LLC, Spectaguard Acquisition LLC, AB Intermediate Holdings, Inc., C & D Enterprises, Inc. and AlliedBarton (NC) LLC
Chesley Brown International, Inc.
Kansas City Ultimate Security, Inc.
Loomis Armored US, LLC
Metropolitan Public Safety, LLC
Midwest Sign Company LLC
North Kansas City Security Patrol Services, Inc., North Kansas City Bureau of Investigations
Semper Securus, LLC
Thomas Protective Service, Inc., Semper-Fi Security & Protective Services

Action: Referred to License.

9. BUSINESS BONDS:

Electrical Bonds:
- Gerald Reinhold
- Premier Electric & Lighting Design, Inc.
- Roadrunner Remodeling LLC
- Superior Electric Services

Electrical Contractor's Bonds:
- American Legacy Construction Group Inc.
- Dwight DePriest
- Mathis Contracting, LLC
- O'Neal Industrial Electric LLC

Mechanical Bond:
- RB Air Systems Inc.

Mechanical/HVAC Bonds:
- Pinnacle Mechanical
- Pro Mechanical, LLC
- United Heating & Cooling, Inc.

Plumber's Bonds:
- Roadrunner Remodeling, LLC
- JP Plumbing LLC

Septic Tank and Cess Pool Installer & Cleaner's Bond:
- K Jett Services LLC

Sign Hanger's Bond:
- M & P Inc.

Action: Referred to License.

10. CONTINUATION CERTIFICATES:

Mechanical Contractor's Bonds:
- Environmental Temperature Control Inc.
- L B A Air Conditioning Heating & Plumbing Inc.
- Preston Refrigeration Co., Inc.
- Total Comfort Heating & Cooling Inc.
- Town & Country Heating and Air Conditioning Co. LLC

Miscellaneous Bond:
- Vincent T. Rodina
- RB Air Systems Inc.
- Santa Fe Trails Plumbing Inc.

Plumbing Contractor's Bonds:
L B A Air Conditioning Heating & Plumbing Inc.
Plumbing Plus Incorporated

Sign Hanger's Bond:
R.F. Fisher Electric Co., LLC

Action: Referred to License.

11. APPLICATIONS FOR CMB LICENSE (PKG):

Harlom Corporation/David Alberico d/b/a 7-Eleven #13242D, 2924 S. 47th St.
Harlom Corporation/David Alberico d/b/a 7-Eleven #35783A, 10950 parallel Pkwy.
Mark Quick d/b/a The Big Q, 2117 S. 34th St.
Jagdish Mehmowka/Joseph Hostetler d/b/a Citgo Food Store Corp., 50 S. 10th St.
Mayan Saxena/Govinda Regmi d/b/a Fast Trip, 4039 Metropolitan Ave.
Adam Novosel d/b/a Hickory Log BBQ, 5047 Welborn
Aurum Petroleum LLC/Francis Vertz d/b/a In and Out, 2100 Park Drive
Felipe Barillas d/b/a Panderia Guatemalteca, 1519 Minnesota Ave.
SM Trading Corp./Mary Agee d/b/a Parallel BP, 4701 Parallel Pkwy.
Hafiz & Son, Inc./Rick Rehorn d/b/a Short Stop 103, 308 N. 18th St.
Speedy's Convenience, Inc./Bill Hutton d/b/a Speedy's Convenience, 141 S. 18th St.

Action: Referred to License.

12. APPLICATIONS FOR CMB LICENSE (OP):

Josip Grdinovac d/b/a R & J BarBQ, 8401 Parallel Pkwy.
Frontier Steak House/Betty Knapp d/b/a Frontier Steakhouse, 9338 State Ave.
Peanuts Fireworks LLC d/b/a Ranch Bowl, 560 State Ave.

Action: Referred to License.

13. APPLICATION FOR DRINKING ESTABLISHMENT:

Terry Mitchell d/b/a Coach Lite Club, 2103 S. 34th Terrace
Ollie Gates/Kelvin Boyice d/b/a Gates BBQ, 1026 State Ave.

Action: Referred to License.

Staff Request for Commission Action

Tracking No. 15310

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	George Brajkovic, Director	x5749	gbrajkovic@wycokck.org	Economic Development

Item Description:

On 11/19/15, the Board of Commissioners adopted R-101-15 which set 12/17/2015 as a public hearing date to consider the establishment of a CID for the Legends Apartment project. The $50M development includes a three story parking garage with 240+ units of luxury, market rate apartments above. A $0.60 sales tax add-on was proposed to help finance the public parking component of the parking structure.

The original CID Petition filed by Developer on 11/16/15 was found to contain errors in the legal description and needs to be terminated. However, staff had already published notice for this public hearing, and thus it should appear on the agenda.

Staff is proposing is a resolution which would allow the UG to terminate the previous CID action. In a separate Resolution, create a new Public Hearing date on 01/07/2016 to consider the CID, as identified in the new CID Petition filed 12/10/2015.

Action Requested:

Adopt Resolution allowing for the Termination of the CID petition filed on 11/16/2015.

Adopt Resolution setting a public hearing date of 01/07/2016 to consider establishing a CID as identified in the CID petition filed on 12/10/2015.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution for Termination, Resolution for New PH date

(Published in ***The Wyandotte Echo on _______________, 2015***)

RESOLUTION NO. R-______-15

A RESOLUTION AUTHORIZING EXECUTION OF THE TERMINATION AND RELEASE OF PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT .

WHEREAS, K.S.A. 12-6a26 *et. seq*. (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district and issue special obligation bonds to finance projects; and

WHEREAS, KKR Legends L.L.C. ("KKR") filed a Petition for the Creation of a Community Improvement District for the Legends - Kansas City, Kansas on November 16, 2015 pursuant to the Act (the "CID Petition"), which CID Petition was consented to and executed by the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") on November 19,2015; and

WHEREAS, the Unified Government Clerk filed the CID Petition on November 16, 2015; and

WHEREAS, the CID Petition had an error in the legal description for the boundary of the community improvement district, which legal description is attached hereto as Exhibit A (the "District"); and

WHEREAS, the Unified Government and KKR desire to terminate and release the CID Petition and to file a new petition to create a community improvement district with the correct legal description.

NOW, THEREFORE, BE IT RESOLVED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS, AS FOLLOWS:

That the Mayor/CEO of the Unified Government is hereby authorized and directed to execute in the name of the Unified Government as the voluntary act of the Unified Government the **Termination and Release of Petition for the Creation of a Community Improvement District** by and between KKR and the Unified Government, and all other documents and agreements contemplated by these documents in substantially the form presented to and reviewed by the Board of Commissioners on ____________________, 2015, with such changes therein as shall be approved by the officers of the Unified Government executing these documents, such officers' signature thereon being conclusive evidence thereof.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY OF ______________, 2015.

____
Mayor/CEO

____
Unified Government Clerk

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-_______-15 of the Unified Government of Wyandotte County/Kansas City, Kansas adopted by the Governing Body on ____________________, 2015 as the same appears of record in my office.

DATED: ____________________, 2015.

____
Unified Government Clerk

EXHIBIT A

INCORRECT LEGAL DESCRIPTION OF DISTRICT

TRACT 1:

LOTS 2, AND 3, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE
COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2002R-23511 IN PLAT BOOK 40, PAGE 19.

AND

LOT 19 AND A 12,000 SQUARE FOOT PRIVATE ACCESS DRIVE, THE LEGENDS AT VILLAGE WEST,
SECOND PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-10454 IN PLAT BOOK 40, AT PAGE 97.

AND

LOTS 25, AND 31, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

AND

LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2004R-33511 IN PLAT BOOK 41, AT PAGE 35.

EXCEPT

ALL THAT PART OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 11 SOUTH, RANGE 23 EAST; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 136.76 FEET TO A POINT; THENCE SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF LOT 29, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 57 MINUTES 43 SECONDS EAST A DISTANCE OF 317.02 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 186.13 FEET TO A POINT; THENCE NORTH 66 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 190.08 FEET TO A POINT; THENCE SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST A DISTANCE OF 134.95 FEET TO A POINT; THENCE NORTH 01 DEGREE 58 MINUTES 00

SECONDS WEST A DISTANCE OF 235.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 29; THENCE NORTH 88 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 29 A DISTANCE OF 492.73 FEET TO THE POINT OF BEGINNING.

AND

LOTS 21, 24, AND 28, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, PER PLAT THEREOF RECORDED AS DOCUMENT NO. 2006R-07540 IN PLAT BOOK 42 AT PAGE 15.

AND

LOT 32, THE LEGENDS AT VILLAGE WEST, FOURTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

AND

LOTS 33 AND 34, THE LEGENDS AT VILLAGE WEST, FIFTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 2:

LOT 4, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 3:

LOT 7, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 4:

LOT 8, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 5:

LOT 30, BALLPARK OF VILLAGE WEST, THIRD PLAT, A REPLAT OF LOT BLOCK A, TOURISM DISTRICT, AND PART OF LOT 2, PARKWAY, BALLPARK OF VILLAGE WEST, SUBDIVISIONS LYING IN FRACTIONAL SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 6:

LOT 22, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS

TRACT 7:

LOT 23, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 8:

LOT 29, BALLPARK OF VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 9:

LOT 6, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY,
KANSAS.

TRACT 10:

LOT 5, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY,
KANSAS.

TRACT 11:

LOT 1, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY,
KANSAS.

TRACT 12:

LOT 10, THE LEGENDS AT VILLAGE WEST, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 13:

LOT 23, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 14:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO A POINT; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 248.62 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 26, SAID POINT LYING

ON THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 37.51 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 26, SAID POINT ALSO LYING ON THE NORTHERLY RIGHT OF WAY LINE OF VILLAGE WEST PARKWAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHERLY LINE OF LOT 26, THE NORTHERLY RIGHT OF WAY OF VILLAGE WEST PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 63 DEGREES 20 MINUTES 03 SECONDS WEST, HAVING A RADIUS OF 1712.02 FEET, THROUGH A CENTRAL ANGLE OF 6 DEGREES 21 MINUTES 05 SECONDS, AN ARC DISTANCE OF 189.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE NORTH 20 DEGREES 18 MINUTES 52 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 52.98 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 79.64 FEET TO THE POINT OF BEGINNING.

TRACT 15:

ALL THAT PART OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION LYING IN THE NORTH HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 23 EAST, IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 26, THE LEGENDS AT VILLAGE WEST, THIRD
PLAT; THENCE NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 148.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 72 DEGREES 30 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 26 A DISTANCE OF 181.88 FEET TO THE NORTHERNMOST CORNER THEREOF; THENCE SOUTH 17 DEGREES 29 MINUTES 53 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 82.76 FEET TO A POINT; THENCE SOUTH 54 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 40.00 FEET TO THE EASTERNMOST CORNER THEREOF, SAID POINT LYING ON THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD; THENCE SOUTH 35 DEGREES 56 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 26 AND THE WEST RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 227.34 FEET TO THE EAST SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTH 76 DEGREES 38 MINUTES 29 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 26 AND ALONG THE WESTERLY RIGHT OF WAY LINE OF PRAIRIE CROSSING ROAD A DISTANCE OF 23.15 FEET TO A POINT; THENCE NORTH 17 DEGREES 29 MINUTES 53 SECONDS WEST A DISTANCE OF 248.62 FEET TO THE POINT OF BEGINNING.

TRACT 16:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 17:

LOT 27, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 18:

LOT 30, THE LEGENDS AT VILLAGE WEST, THIRD PLAT, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

TRACT 19:

LOT 22, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS.

TRACT 20:

LOT 20, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS.

TRACT 21:

LOT 21, THE LEGENDS AT VILLAGE WEST, SECOND PLAT, A SUBDIVISION IN KANSAS CITY,
WYANDOTTE COUNTY, KANSAS.

ALSO INCLUDING:

Any and all adjacent Right-of-Way with respect to Tracts 1 through 21 above.

EXHIBIT B

MAP OF PROPOSED LEGENDS APARTMENTS COMMUNITY IMPROVEMENT DISTRICT

(Published in *The Wyandotte Echo on December 24th and 31st, 2015*)

RESOLUTION NO. R-______-15

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF KANSAS CITY, KANSAS TO BE KNOWN AS THE LEGENDS APARTMENTS AND GARAGE COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE UNIFIED GOVERNMENT'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT AND ISSUE SPECIAL OBLIGATION BONDS.

WHEREAS, K.S.A. 12-6a26 *et. seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district and issue special obligation bonds to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the Unified Government Clerk on November ______, 2015, proposing the creation of the Legends Apartments Community Improvement District ("CID") under the Act, the imposition of a sales tax ("CID Sales Tax") and the issuance of special obligation bonds ("CID Bonds") in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") intends to create the CID, levy the CID Sales Tax, and issue CID Bonds as requested in the Petition (the "CID Special Assessment"); and

WHEREAS, the Unified Government Board of Commissioners hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects set forth in the Petition, levying the CID Sales Tax, and issuing CID Bonds, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects set forth in Petition, and whether to impose a CID Sales Tax and issue CID Bonds, such public hearing to be held on **January 7, 2016 at 7:00 p.m.**, or as soon therafter as the matter can be heard, at in the Commission Chambers, lobby level of the Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the CID Project is as follows:

The development and construction of a first-class luxury apartment building consisting of no less than 240 total units and a three-level structured parking facility with no less than 600 total parking spaces on 2.5 acres of real property generally located at 1879 Village West Parkway, Kansas City, Kansas 66111 ("Private Project"). The redevelopment shall include the construction of the luxury apartment complex and adjacent parking facility, including, but not limited to, residential and multi-family development, a vehicular bridge connecting the parking facility with the adjacent parking structure, site work, signage, sidewalks, streetscapes, landscaping, and other related infrastructure and improvements, all as may be reimbursable pursuant to the Act.

SECTION 4. Estimated Cost. The estimated total CID Project costs are $14,000,000 plus any financing costs which are eligible pursuant to the Act, and any fees or expenses of the UG in connection with the CID Project. Notwithstanding anything in this Petition to the contrary, only eligible CID costs as set forth in the Act shall be reimbursable under the CID Project. A specific budget related to the estimated cost of the CID Project will be set forth in the Development Agreement to be negotiated and executed by and between the UG and the petitioner or successors in title.

SECTION 5. Method of Financing; CID Sales Tax and CID Bonds. The costs of the CID Project will be financed with a CID Sales Tax levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act.

It is proposed that a CID be created that will impose a CID Sales Tax in the amount of 0.6% on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the CID District. A portion of the CID Project costs may be funded by CID Bonds issued by the Unified Government based on a pledge of proceeds from the CID Sales Tax.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The Unified Government Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two (2) consecutive weeks. The second publication shall be at least seven (7) days prior to the date of the hearing. The Unified Government Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least ten (10) days prior to the date of the hearing.

SECTION 8. Effective Date. This Resolution shall be effective upon adoption by the Governing Body.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____ DAY OF _____________, 2015.

____
Mayor/CEO

____
Unified Government Clerk

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-_______-15 of the Unified Government of Wyandotte County/Kansas City, Kansas adopted by the Governing Body on ____________________, 2015 as the same appears of record in my office.

DATED: ____________________, 2015.

____

Unified Government Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED LEGENDS APARTMENTS COMMUNITY IMPROVEMENT DISTRICT

The following property located in Wyandotte County, Kansas City, Kansas:

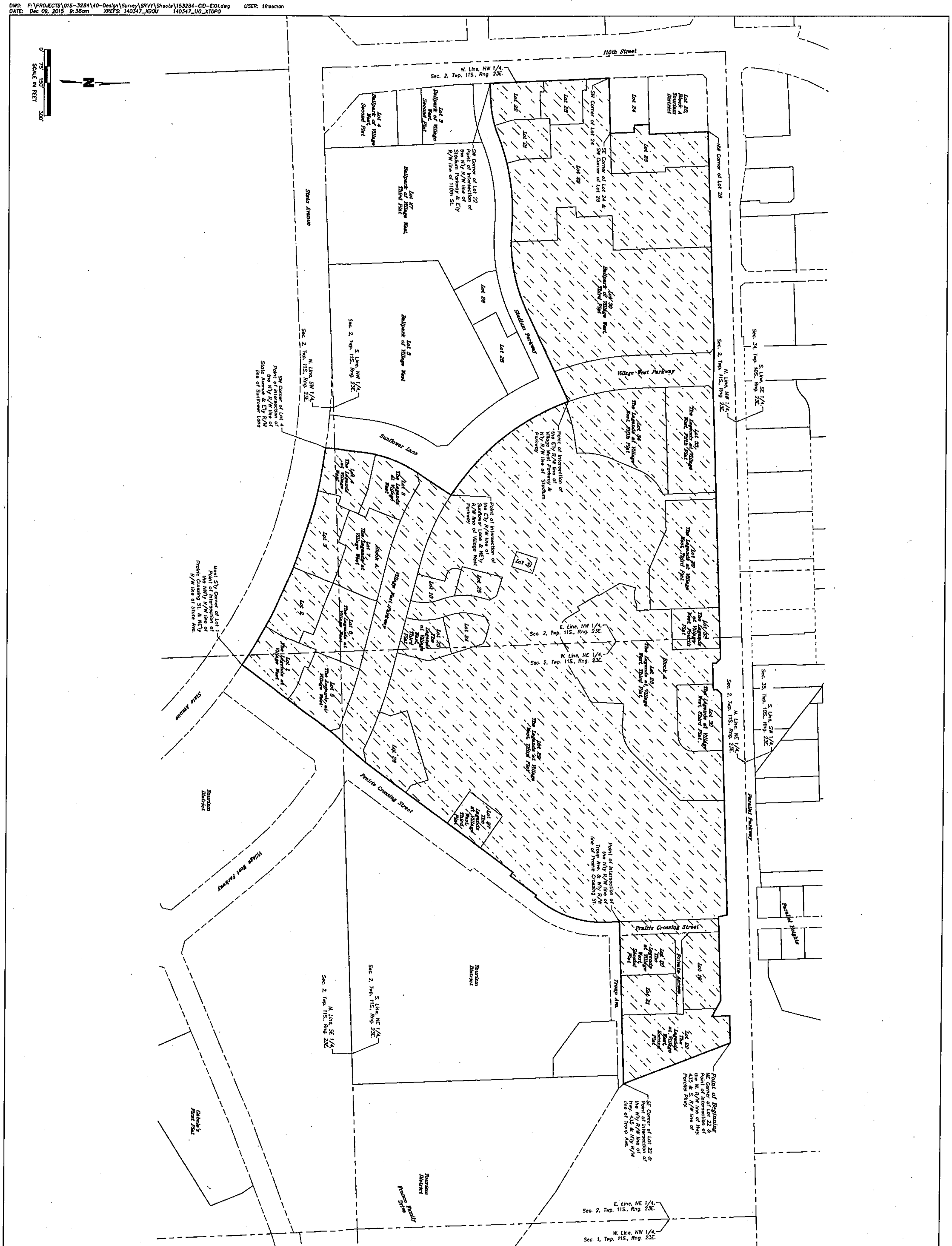
Part of platted land in Section 02, Township 11 South, Range 23 East, being part of The Legends at Village West, all of The Legends at Village West, Second Plat, all of The Legends at Village West, Third Plat, all of The Legends at Village West, Fourth Plat, all of The Legends at Village West, Fifth Plat and part Ballpark of Village West, Third Plat, all being subdivisions in Kansas City, Wyandotte County, Kansas and being more particularly described as follows:
BEGINNING at the Northeast corner of Lot 22, of said The Legends at Village West, Second Plat, said point also being the point of intersection of the South Right-of-Way line of said Parallel Parkway and the West Right-of-Way line of said Interstate Highway No. 435, as both are now established; thence Southeasterly, along the East line of said The Legends at Village West, Second Plat and along the West Right-of-Way line of said Interstate Highway No. 435, to the Southeast corner of said Lot 22, said point also being the point of intersection of the West Right-of-Way line of said Interstate Highway No. 435 and the North Right-of-Way line of Troup Avenue, as now established; thence West, departing the West Right-of-Way line of said Interstate Highway No. 435, and along North Right-of-Way line of said Troup Avenue, and along its Westerly prolongation, to the point of intersection of the Westerly prolongation of the North Right-of-Way line of said Troup Avenue and the Westerly Right-of-Way line of Prairie Crossing Street, said point also being on the Easterly line of The Legends at Village West, Third Plat; thence Southerly and Southwesterly, along the Westerly and Northwesterly Right-of-Way line of said Prairie Crossing Street, and along the Easterly line of said The Legends at Village West, Third Plat and along the Easterly line of said The Legends at Village West, to the most Southerly corner of Lot 1, of said The Legends at Village West, said point also being the point of intersection of the Northwesterly Right-of-Way line of said Prairie Crossing Street and the Northeasterly Right-of-Way line of State Avenue, as now established; thence Northwesterly, departing the Northwesterly Right-of-Way line of said Prairie Crossing Street, and along the Southwesterly line of said The Legends at Village West, and along the Northeasterly Right-of-Way line of said State Avenue, to the Southwest corner of Lot 4, of said The Legends at Village West, said point also being the point of intersection of the Northeasterly Right-of-Way line of said State Avenue and the Easterly Right-of-Way line of Sunflower Lane, as now established; thence Northerly and Northeasterly, departing the Northeasterly Right-of-Way line of said State Avenue, and along the West line of said The Legends at Village West and along the Easterly Right-of-Way line of said Sunflower Lane and along its Northerly prolongation, to the point of intersection of the Northerly prolongation of the East Right-of-Way line of said Sunflower Lane and the Northeasterly Right-of-Way line of Village West Parkway, as now established, said point also being on the Southwesterly line of said The Legends at Village West, Third Plat; thence Northwesterly, along the Northeasterly Right-of-Way line of said Village West Parkway and along the Southwesterly line of said The Legends at Village West, Third Plat, to the point of intersection of the Northeasterly Right-of-Way line of said Village West Parkway and the Northeasterly prolongation of the Northerly Right-of-Way line of Stadium Parkway, as now established; thence Southwesterly, departing the Southwesterly line of said The Legends at Village West, Third Plat and along the Northerly Right-of-Way line of said Stadium Parkway

and its Northeasterly prolongation, to the Southwest corner of Lot 22, of said Ballpark of Village West, Third Plat, said point also being the point of intersection of the North Right-of-Way line of said Stadium Parkway and the East Right-of-Way line of 110th Street, as now established; thence North, departing the North Right-of-Way line of said Stadium Parkway and along the West line of said Ballpark of Village West, Third Plat, and along the East Right-of-Way line of said 110th Street, to the Southwest corner of Lot 24 of said Ballpark of Village West, Third Plat; thence East, departing the East Right-of-Way line of said 110th Street, and the West line of said Ballpark of Village West, Third Plat, and along the South line of said Lot 24, to the Southeast corner of said Lot 24, said point also being the Southwest corner of Lot 28, of said Ballpark of Village West, Third Plat; thence North, along the West line of said Lot 28, to the Northwest corner of said Lot 28, said point also being on the North line of said Ballpark of Village West, Third Plat, said point also being on the South Right-of-Way line of Parallel Parkway; thence East, along the North line of said Ballpark at Village West, Third Plat, and along the North line of said The Legends at Village West, Fifth Plat, and along the North line of said The Legends at Village West, Third Plat, and along the North line of said The Legends at Village West, Fourth Plat, and along the North line of said Legends at Village West, Second Plat, and along the South Right-of-Way line of said Parallel Parkway, to the POINT OF BEGINNING.

EXHIBIT B

MAP OF PROPOSED LEGENDS APARTMENTS COMMUNITY IMPROVEMENT DISTRICT

DWG: F:\PROJECTS\015-3284\40-Design\Survey\SRVY\Sheets\153284-CID-EXH.dwg USER: lfreeman
DATE: Dec 09, 2015 9:38am XREFS: 140347_XBOU 140347_UG_XTOPO



SHEET CID EXHIBIT	CID Property Exhibit
	Part of platted land in Section 02-11S-23E Kansas City, Wyandotte County, Kansas
	Kansas City, Wyandotte County, Kansas — 2014

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

OLSSON ASSOCIATES
7301 West 133rd Street, Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174 www.olssonassociates.com

Staff Request for Commission Action

Tracking No. 15308

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	George Brajkovic, Director	x5749	gbrajkovic@wycokck.org	Economic Development

Item Description:

On 11/1915, the Board of Commissioners adopted R-100-15, which approved a development agreement for a multi-family project proposed by EPC Real Estate, Legacy Development and KKR. The $50M project includes a three story parking garage, with 240+ units of market rate luxury, 1 & 2 bedroom units above. The project requests the use of IRBs and corresponding 10 year PILOT, which projects a 0% tax abatement, and a CID with an 0.06 sales tax add-on.

Action Requested:

Reschedule Public Hearing to consider PILOT to January 7, 2016.

On 01/07/2016, Adopt Resolution of Intent to issue $50M in IRBs and approve PILOT structure.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 15309

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

Date of Standing Committee Action: November 9, 2015 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Marlon Goff, Management Analyst	x5545	mgoff@wycokck.org	Economic Development

Item Description:

R-65-15 was adopted on November 12, 2015 setting a public hearing on (12/17/15) to consider the creation of the Rainbow Village Redevelopment District.

The location of the proposed districted is generally described as a (4-acre) parcel located at the NW corner of 34th street and Rainbow boulevard in Kansas City, KS.

The proposed redevelopment activity called for in the district plan includes acquisition of land for the future development of an extended stay hotel.

This action only establishes the boundaries and base value of the district.
Any future project plans proposed will still be required to advance before ED&F Standing Committee as part of a negotiated development agreement.

Action Requested:

1. Conduct a public hearing.

2. Adopt an ordinance establishing the Rainbow Village Redevelopment District.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

TIF District Ordinance, Executive Summary

(Published in ***The Wyandotte Echo on* ______________, 2015**)

ORDINANCE NO. O-____-15

AN ORDINANCE MAKING CERTAIN FINDINGS AND ESTABLISHING THE RAINBOW VILLAGE REDEVELOPMENT DISTRICT

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 bonds in accordance with the terms of the Act; and

WHEREAS, the Rainbow Village Redevelopment District (the "Redevelopment District") consists of an area located within the boundaries of Kansas City, Kansas described on the attached **Exhibit A** and generally delineated on the map attached as **Exhibit B**, and which is generally described as an area located at the Northwest corner of the intersection of Rainbow Extension and Rainbow Boulevard in Wyandotte County, Kansas City, Kansas; and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") desires to promote, stimulate, and develop the general and economic welfare of Kansas City, Kansas and to assist in the development and redevelopment of eligible areas within Kansas City, Kansas, thereby promoting the general welfare of the citizens of the Unified Government; and

WHEREAS, pursuant to the provisions of the Act, the Unified Government is authorized to establish redevelopment districts within eligible areas of Kansas City, Kansas, as those terms are defined in the Act, to approve redevelopment district plans for the completion of redevelopment projects within such redevelopment districts, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof, or from the proceeds of full faith and credit tax increment bonds of the Unified Government payable from such described revenues; and

WHEREAS, the Unified Government desires to create the Rainbow Village Redevelopment District.

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

Section 1. It is hereby found that pursuant to the authority granted by the Act, the Unified Government adopted Resolution No. R-66-15 on November 12, 2015 (the "Resolution"), giving notice of a public hearing to consider the establishment of a redevelopment district to be known as the Rainbow Village Redevelopment District, and all required notices under the Act were properly and timely given.

Section 2. A public hearing was held on December 17, 2015, with presentation of the above-described Redevelopment District's boundaries and an opportunity for all interested persons to be heard, and the Board of Commissioners of the Unified Government (the "Governing Body") hereby finds that the real property described in **Exhibit A** and generally depicted on **Exhibit B**, attached hereto, is the same real property designated in the notice of public hearing given as required by the Act and the Resolution.

Section 3. The Governing Body hereby finds that the real property described in **Exhibit A** and generally depicted on **Exhibit B**, attached hereto, is an eligible area for being designated as a redevelopment district pursuant to the Act because the real property is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992.

Section 4. The Governing Body hereby finds that the conservation, development, or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the Unified Government.

Section 5. The Governing Body hereby approves the district plan for the Redevelopment District, which is attached hereto as **Exhibit C** and incorporated herein by reference (the "District Plan").

Section 6. The Governing Body, having considered and reviewed the proposed Redevelopment District and District Plan, hereby approves and establishes the Rainbow Village Redevelopment District.

Section 7. The Mayor/CEO, County Administrator, and other officials and employees of the Unified Government, including the County Attorney, and the Unified Government's Financial Advisor and Bond Counsel, are hereby further authorized and directed to take such other action as may be appropriate or desirable to accomplish the purpose of this Ordinance.

Section 8. The Act authorizes the issuance by the Unified Government of bonds to finance all or a portion of the costs of implementing the District Plan, in the sole discretion of the Governing Body.

Section 9. This Ordinance shall be in full force and effect and take effect from and after its passage, approval, and publication in the *Wyandotte Echo*.

PASSED BY THE MAJORITY OF THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 17th DAY OF DECEMBER 2015.

By: ____________________________
Mark Holland, Mayor/CEO

ATTEST:

By: ____________________________
Unified Government Clerk

APPROVED AS TO FORM ONLY:

____

EXHIBIT A

Legal Description of Redevelopment District

Lot 4, Block 1, UNIVERSITY – ROSEDALE 1ST REPLAT, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, and any and all right-of-way immediately adjacent to the boundaries of said Lot 4, Block 1.

EXHIBIT B

General Map of Redevelopment District

EXHIBIT C

Redevelopment District Plan

The Redevelopment District Plan may be described in a general manner as follows:

> The acquisition of certain property, and development and redevelopment thereof to consist of some or all of the following uses, without limitation: retail uses, restaurant uses, hotel uses and any other commercial structure or use (including but not limited to residential, office, non-profit, governmental, or community use), 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.

DEPARTMENT OF ECONOMIC DEVELOPMENT

Executive Summary

701 N. 7th Street Rm. #421
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745

To: Unified Government Board of Commissioners

From: Marlon Goff, Analyst MG

Date: December 11, 2015

RE: Actions related to the establishment of the Rainbow Village Redevelopment District

1. The first action item on the public hearing agenda is an ordinance proposing the establishment of a redevelopment district.

   A proposal for a mixed use redevelopment concept at this site and anchored by a new extended stay hotel was submitted by the Lane 4 Property Group. The first step in the advancement of this proposal is to conduct a public hearing to establish the redevelopment district via ordinance.

   - This action does not bind or commit the Unified Government to any pledge of future incentives.
   - This action if approved would only establish the boundaries and base value of the proposed redevelopment district.
   - A future TIF project plan and associated development agreement outlining incentives and financing, will be presented to the ED&F Standing Committee at a future date for consideration.
   - It is recognized that an exercise to update the master plan for future development within the Rosedale-KU Med corridor is currently underway.
   - It is anticipated that the developer who has recently completed major project within this corridor, will consult with UG planning staff and consultants as part of the tasks required to secure zoning and land use conformance and site plans.

2. The second action is a resolution concerning the existing urban renewal plan whose boundaries overlap the proposed TIF District.

   - The University –Rosedale Urban Renewal Area was established in 1964.
   - The original plan includes language prohibiting the construction of any new hotels, motels and transient housing developments. The proposed resolution removes that language as an amendment to help maximize the development opportunities within the proposed TIF redevelopment district.

DEPARTMENT OF ECONOMIC DEVELOPMENT

Executive Summary

701 N. 7th Street Rm. #421
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745

- Staff from the Legal, Community Development and Economic Development departments have meet and began the process of identifying all remaining and active Urban Renewal areas within the city to consider the merits and process for termination of those plans.

Staff Request for Commission Action

Tracking No. 15312

Full Commission Meeting Date: December 17, 2015

Committee: Full Commission

Date of Standing Committee Action: November 9, 2015 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Marlon Goff, Management Analyst	x5545	mgoff@wycokck.org	Economic Development

Item Description:

- The University –Rosedale Urban Renewal Area was established in 1964.
- The original plan includes language prohibiting the construction of any new hotels, motels and transient housing developments.
- The proposed resolution removes that language as an amendment to help maximize the development opportunities within the proposed TIF redevelopment district.

Action Requested:
1. Conduct a public hearing on to consider comments on the proposed amendment.
2. Adopt resolution amending the University-Rosedale Urban Renewal Plan

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Resolution - Urban Renewal, Map/Exhibit

(Published in ***The Wyandotte Echo on*** **_______________*, 2015***)

RESOLUTION NO. R-______-15

A RESOLUTION CALLING AND PROVIDING FOR AMENDING THE UNIVERSITY-ROSEDALE URBAN RENEWAL PLAN.

WHEREAS, K.S.A. 17-4742 *et. seq*. (the "Act") authorizes the governing body of any municipality to create urban renewal areas in which to utilize private and public resources to eliminate and prevent development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for redevelopment of slums and blighted areas, and to undertake any feasible municipal activities as may be suitable to achieve these objectives; and

WHEREAS, the Urban Renewal Agency of Kansas City, Kansas (the "Urban Renewal Agency"), on or about September 23, 1964, by resolution created the University-Rosedale Urban Renewal Area under the Act and approved the University-Rosedale Urban Renewal Plan (the "Plan"); and

WHEREAS, the Plan contains the following use restriction: "no new construction of hotels, motels, or other housing for transient use in the redevelopment of project land will be permitted" (the "Hotel Restriction"); and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"), as successor to the City of Kansas City, Kansas, and the Urban Renewal Agency, now desires to remove the Hotel Restriction in order to maximize development opportunities or other uses authorized by the Act; and

WHEREAS, K.S.A. 17-4747 provides for modification of an urban renewal plan upon notice of a public hearing, which the Unified Government held on December 17, 2015; and

WHEREAS, the Unified Government hereby finds and determines that no families will be displaced as a result of amending the Plan, amending the Plan would conform to the general plan of the municipality as a whole, and amending the Plan will afford maximum opportunity, consistent with the sound needs of the Unified Government as a whole, for the rehabilitation or redevelopment of the Plan area by private enterprise; and

WHEREAS, the Unified Government hereby finds and determines it necessary to amend the Plan to remove the Hotel Restriction, pursuant to the authority of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT:

SECTION 1. Plan Modification. The Unified Government hereby amends the Plan to remove the Hotel Restriction.

SECTION 2. Map and Legal Description of the University-Rosedale Urban Renewal Area. The legal description of the property affected by the amendment to the Plan is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the property is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 3. **Further Authority.** The Unified Government and its officers and agents are hereby authorized, ordered, and directed to take such actions 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 and to carry out, comply with, and perform the duties of the Unified Government with respect to the Plan.

SECTION 4. Effective Date. This Resolution shall be effective upon adoption by the Unified Government Board of Commissioners.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT THIS ____TH DAY OF ____________________________, 2015.

____
Mayor/CEO

____
Unified Government Clerk

CERTIFICATE

I, hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-_______-15 of the Unified Government of Wyandotte County/Kansas City, Kansas adopted by the Board of Commissioners on ______________, 2015 as the same appears of record in my office.

DATED: ______________ ____, 2015.

____

Unified Government Clerk

EXHIBIT A

Legal Description of Property Affected by Amendment to University-Rosedale Urban Renewal Plan

Lot 4, Block 1, UNIVERSITY – ROSEDALE 1ST REPLAT, a subdivision in Kansas City, Wyandotte County, Kansas, according to the recorded plat thereof, and any and all right-of-way immediately adjacent to the boundaries of said Lot 4, Block 1..

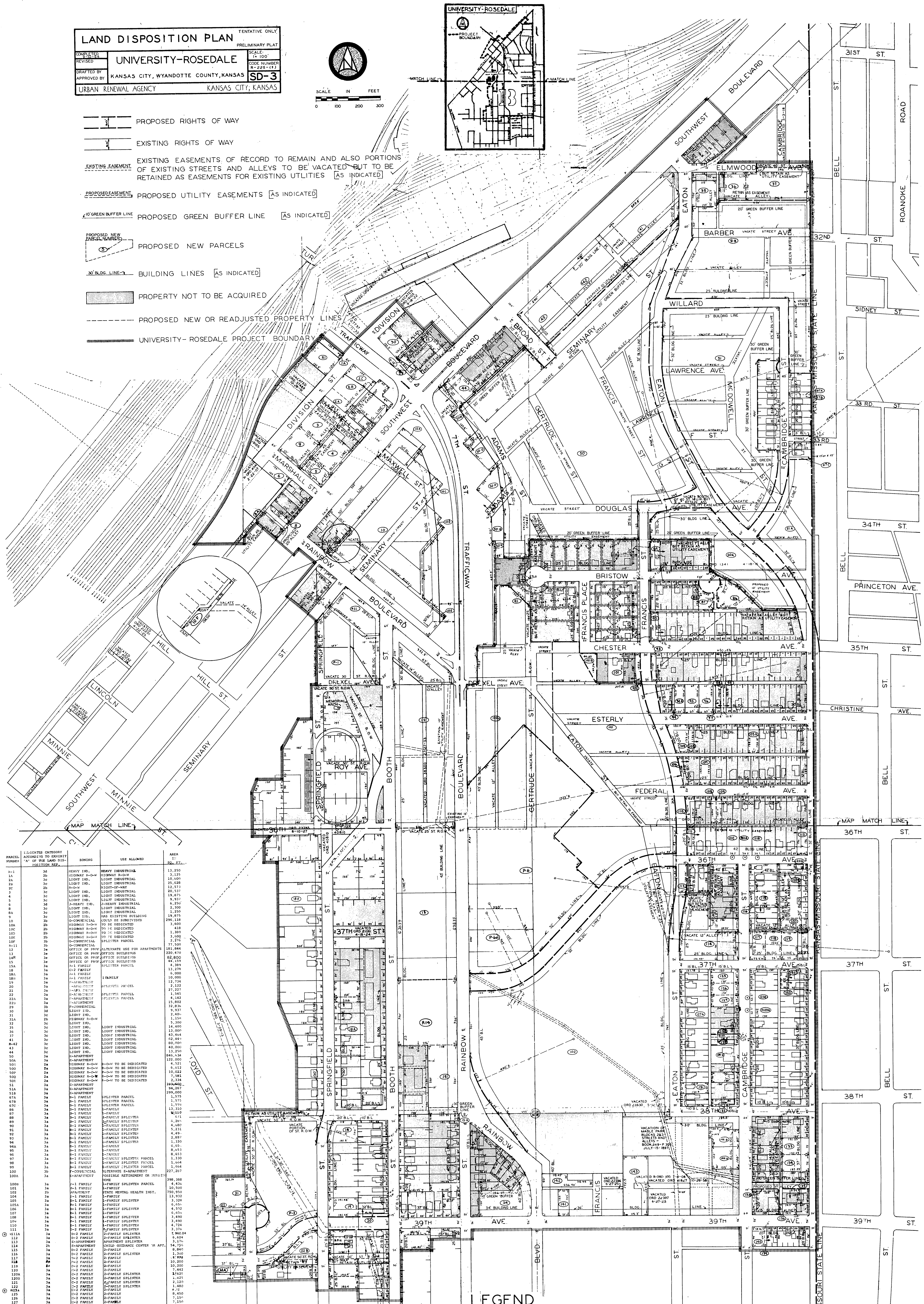
EXHIBIT B
Map

LAND DISPOSITION PLAN

TENTATIVE ONLY
PRELIMINARY PLAT

COMPLETED	UNIVERSITY-ROSEDALE	SCALE: 1" = 100'
REVISED		CODE NUMBER R-225-(3)
DRAFTED BY / APPROVED BY	KANSAS CITY, WYANDOTTE COUNTY, KANSAS	SD-3

URBAN RENEWAL AGENCY — KANSAS CITY, KANSAS



PROPOSED RIGHTS OF WAY

EXISTING RIGHTS OF WAY

EXISTING EASEMENT — EXISTING EASEMENTS OF RECORD TO REMAIN AND ALSO PORTIONS OF EXISTING STREETS AND ALLEYS TO BE VACATED BUT TO BE RETAINED AS EASEMENTS FOR EXISTING UTILITIES [AS INDICATED]

PROPOSED EASEMENT — PROPOSED UTILITY EASEMENTS [AS INDICATED]

10' GREEN BUFFER LINE — PROPOSED GREEN BUFFER LINE [AS INDICATED]

PROPOSED NEW PARCEL NUMBER — PROPOSED NEW PARCELS

30' BLDG LINE — BUILDING LINES [AS INDICATED]

PROPERTY NOT TO BE ACQUIRED

PROPOSED NEW OR READJUSTED PROPERTY LINES

UNIVERSITY-ROSEDALE PROJECT BOUNDARY

PARCEL NUMBER	INDICATES CATEGORY ACCORDING TO EXHIBIT "A" OF THE LAND DISPOSITION REP.	ZONING	USE ALLOWED	AREA IN SQ. FT.
R-1	3d	HEAVY IND.	HEAVY INDUSTRIAL	13,250
1A	2b	HIGHWAY R-O-W	HIGHWAY R-O-W	3,125
2A	3c	LIGHT IND.	LIGHT INDUSTRIAL	10,600
2B	3c	LIGHT IND.	LIGHT INDUSTRIAL	25,628
2C	2b	R-O-W	RIGHT-OF-WAY	12,573
3	3c	LIGHT IND.	LIGHT INDUSTRIAL	20,537
4	3c	LIGHT IND.	LIGHT INDUSTRIAL	19,875
5	3c	LIGHT IND.	LIGHT INDUSTRIAL	9,937
6	3d	J-HEAVY IND.	J-HEAVY INDUSTRIAL	6,250
8	3c	LIGHT IND.	LIGHT INDUSTRIAL	2,300
8A	3c	LIGHT IND.	LIGHT INDUSTRIAL	1,250
9	3c	LIGHT IND.	HAS EXISTING BUILDING	19,875
10	3b	G-COMMERCIAL	COULD BE SUBDIVIDED	296,118
10A	2b	HIGHWAY R-O-W	TO BE DEDICATED	3,600
10C	2b	HIGHWAY R-O-W	TO BE DEDICATED	418
10D	2b	HIGHWAY R-O-W	TO BE DEDICATED	1,380
10E	2b	HIGHWAY R-O-W	TO BE DEDICATED	3,600
10F	3b	G-COMMERCIAL	SPLINTER PARCEL	2,276
R-11	3b	G-COMMERCIAL		77,500
12	3e	OFFICE OR PROF.	ALTERNATE USE FOR APARTMENTS	181,844
13	3e	OFFICE OR PROF.	OFFICE BUILDINGS	220,470
14R	3e	OFFICE OR PROF.	OFFICE BUILDINGS	82,800
15	3e	OFFICE OR PROF.	OFFICE BUILDINGS	44,159
15A	3a	A-1 FAMILY	SPLINTER PARCEL	4,389
18	3a	C-2 FAMILY		13,278
18A	3a	A-1 FAMILY		6,000
18B	3a	A-1 FAMILY	1 FAMILY	10,000
19	3a	F-APARTMENT		12,734
20	3a	F-APARTMENT	SPLINTER PARCEL	2,122
21	3a	F-APARTMENT		27,227
22	3a	E-APARTMENT	SPLINTER PARCEL	1,545
22A	3a	F-APARTMENT	SPLINTER PARCEL	4,142
22B	3a	F-APARTMENT		15,802
29	3b	F-COMMERCIAL		32,836
30	3d	LIGHT IND.		9,937
31	3c	LIGHT IND.		2,406
31A	2b	HIGHWAY R-O-W		1,158
32	3c	LIGHT IND.		5,300
35	3c	LIGHT IND.	LIGHT INDUSTRIAL	14,400
36	3c	LIGHT IND.	LIGHT INDUSTRIAL	13,000
37	3c	LIGHT IND.	LIGHT INDUSTRIAL	43,464
41	3c	LIGHT IND.	LIGHT INDUSTRIAL	62,449
R-42	3c	LIGHT IND.	LIGHT INDUSTRIAL	80,000
43	3c	LIGHT IND.	LIGHT INDUSTRIAL	40,000
44	3c	LIGHT IND.	LIGHT INDUSTRIAL	13,250
50	3a	E-APARTMENT		846,634
50A	3a	E-APARTMENT		122,000
50N	2a	HIGHWAY R-O-W	R-O-W TO BE DEDICATED	4,521
50O	2a	HIGHWAY R-O-W	R-O-W TO BE DEDICATED	6,612
50P	2a	HIGHWAY R-O-W	R-O-W TO BE DEDICATED	10,022
50Q	2a	HIGHWAY R-O-W	R-O-W TO BE DEDICATED	7,581
50R	2a	HIGHWAY R-O-W	R-O-W TO BE DEDICATED	2,334
51	3a	E-APARTMENT		~~393,600~~
51A	3a	E-APARTMENT		94,267
51B	3a	E-APARTMENT		299,000
67A	3a	B-1 FAMILY	SPLINTER PARCEL	1,575
67B	3a	B-1 FAMILY	SPLINTER PARCEL	1,575
67C	3a	B-1 FAMILY	SPLINTER PARCEL	1,559
86	3a	B-1 FAMILY	1-FAMILY	13,310
87	3a	B-1 FAMILY	1-FAMILY	[illegible],110
88	3a	B-1 FAMILY	1-FAMILY SPLINTER	671
89	3a	B-1 FAMILY	1-FAMILY SPLINTER	6,285
90	3a	B-1 FAMILY	1-FAMILY SPLINTER	4,680
91	3a	B-1 FAMILY	1-FAMILY SPLINTER	5,231
92	3a	B-1 FAMILY	1-FAMILY SPLINTER	4,49[illegible]
93	3a	B-1 FAMILY	1-FAMILY SPLINTER	2,887
94	3a	B-1 FAMILY	1-FAMILY SPLINTER	1,330
94A	3a	B-1 FAMILY	1-FAMILY	6,65[illegible]
95	3a	B-1 FAMILY	1-FAMILY	8,653
96	3a	B-1 FAMILY	1-FAMILY	8,653
97	3a	B-1 FAMILY	1-FAMILY SPLINTER PARCEL	1,330
98	3a	B-1 FAMILY	1-FAMILY SPLINTER PARCEL	1,664
99	3a	B-1 FAMILY	1-FAMILY SPLINTER PARCEL	1,664
100	3b	F-COMMERCIAL	ALTERNATE E-APARTMENT	227,287
100A	3a	E-APARTMENT	POSSIBLE RETIREMENT OR NURSING HOME	398,388
100B	3a	B-1 FAMILY	1-FAMILY SPLINTER PARCEL	4,436
101	3a	B-1 FAMILY	1-FAMILY	10,500
102	2b	APARTMENT	STATE MENTAL HEALTH INST.	750,950
104	3a	B-1 FAMILY	1-FAMILY	13,932
105	3a	B-1 FAMILY	1-FAMILY SPLINTER	3,328
105A	3a	B-1 FAMILY	1-FAMILY	6,656
106	3a	B-1 FAMILY	1-FAMILY SPLINTER	4,592
107	3a	B-1 FAMILY	1-FAMILY	6,655
108	3a	B-1 FAMILY	1-FAMILY SPLINTER	3,490
109	3a	B-1 FAMILY	1-FAMILY SPLINTER	3,490
110	3a	B-1 FAMILY	1-FAMILY SPLINTER	4,724
111	3a	D-2 FAMILY	2-FAMILY SPLINTER	3,376
4 R111A	3a	D-2 FAMILY	2-FAMILY SPLINTER	7,962.04
112	3a	D-2 FAMILY	2-FAMILY SPLINTER	6,624
113	3a	E-APARTMENT	APARTMENT SPLINTER	3,176
114	2h	E-APARTMENT	CHILD GUIDANCE CENTER OR APT.	54,756
115	3a	D-2 FAMILY	2-FAMILY	8,840
116	3a	D-2 FAMILY	2-FAMILY SPLINTER	1,360
117	3a	D-2 FAMILY	2-FAMILY	[illegible]
118	3a	D-2 FAMILY	2-FAMILY	10,200
119	3a	D-2 FAMILY	2-FAMILY	10,200
120	3a	C-2 FAMILY	2-FAMILY	7,442
120A	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,625
120B	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,625
121	3a	C-2 FAMILY	2-FAMILY SPLINTER	2,120
122	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,480
4 R123A	3a	C-2 FAMILY	2-FAMILY	8,12[illegible]
125	3a	C-2 FAMILY	2-FAMILY	8,450
126	3a	C-2 FAMILY	2-FAMILY	7,150
127	3a	C-2 FAMILY	2-FAMILY	7,150
127A	3a	C-2 FAMILY	2-FAMILY	6,589
128	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,495
129	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,495
129A	3a	C-2 FAMILY	2-FAMILY	11,050
131	3a	C-2 FAMILY	2-FAMILY	6,525
132	3a	C-2 FAMILY	2-FAMILY SPLINTER	1,777
133	3a	C-2 FAMILY	2-FAMILY	9,922
134	3a	C-2 FAMILY	2-FAMILY	9,666
135	3b	G-COMMERCIAL	COMMERCIAL SPLINTER	2,500
136	3b	G-COMMERCIAL	COMMERCIAL	4,054
138	3b	G-COMMERCIAL	COMMERCIAL SPLINTER	1,200
139	3b	G-COMMERCIAL	COMMERCIAL SPLINTER	1,034
140	2h	G-COMMERCIAL	MED CENTER EXPANSION	5,458
141	2h	E-APARTMENT	MED CENTER EXPANSION	6,332
142	2h	E-APARTMENT	MED CENTER EXPANSION	10,740
143	2h	E-APARTMENT	MED CENTER EXPANSION	31,379
144A	2h	F-APARTMENT	MED CENTER EXPANSION	12,500
144B	2h	E-APARTMENT	MED CENTER EXPANSION	11,344
P-1	2c		PARK TO BE DEDICATED	36,358
P-2	2c		PARK TO BE DEDICATED	153,422
P-6	2d		PARK	463,690
4 111B	3a	D-2 FAMILY	2-FAMILY	7,962.04
4 111C	3a	D-2 FAMILY	2-FAMILY	7,962.04
4 123B	3c	C-2 FAMILY	2-FAMILY	8,125

LEGEND

PROPOSED RIGHTS OF WAY

EXISTING RIGHTS OF WAY

EXISTING EASEMENT — EXISTING EASEMENTS OF RECORD TO REMAIN AND ALSO PORTIONS OF EXISTING STREETS AND ALLEYS TO BE VACATED BUT TO BE RETAINED AS EASEMENTS FOR EXISTING UTILITIES [AS INDICATED]

PROPOSED EASEMENT — PROPOSED UTILITY EASEMENTS [AS INDICATED]

10' GREEN BUFFER LINE — PROPOSED GREEN BUFFER LINE

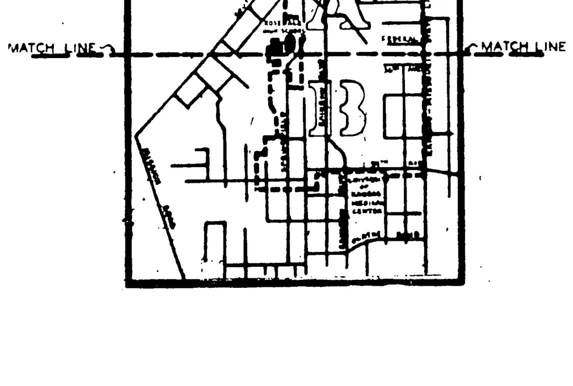
PROPOSED NEW PARCEL NUMBER — PROPOSED NEW PARCELS

30' BLDG LINE — BUILDING LINES [AS INDICATED]

PROPERTY NOT TO BE ACQUIRED

PROPOSED NEW OR READJUSTED PROPERTY LINES

UNIVERSITY-ROSEDALE PROJECT BOUNDARY



SCALE IN INCHES
0 100 200 300

NO.	DATE	REVISIONS	BY	APP.
4	6-11-68	CHANGE R111 TO R111A, ADD 111B AND 111C, CHANGE R123 TO R123A, ADD 123B	FEB.	
3				
2				
1	7-19-67	Deletion of Cul-de-Sac west of intersection of Francis St & Douglas; also includes lots 6, 7, 8, 9, 10, 11 and 12 Blk 20 Bell's Third Sub. into Parcel 80	CLZ	

LAND DISPOSITION PLAN

PRELIMINARY PLAT
TENTATIVE ONLY

COMPLETED 9-10-64	UNIVERSITY-ROSEDALE	SCALE: 1" = 100'
REVISED 2/11/66, 4/22/66, 5/23/69		CODE NUMBER R-225-(3)
DRAFTED BY / APPROVED BY	KANSAS CITY, WYANDOTTE COUNTY, KANSAS	SD-3

URBAN RENEWAL AGENCY — KANSAS CITY, KANSAS

Staff Request for Commission Action

Tracking No. 15316

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/14/2015	Marlon Goff, Management Analyst	x5545	mgoff@wycokck.org	Economic Development

Item Description:

An ordinance to amend the Metropolitan Avenue Redevelopment District Plan.

1. A resolution setting the public hearing was adopted on 11/12/15.

2. This item was presented before the ED&F Standing Committee on 11/9/15, as part of the discussion on the new KCKPD South Patrol Station.

3. This amendment ordinance will allow for the construction of improvements designated for government use as part of the district plan.

Action Requested:

Conduct a public hearing on the proposed amendment to the district plan in consideration of the proposed location of the new KCKPD South Patrol Station.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Metropolitan Ave - Amendment Ordinance

(Published in ***The Wyandotte Echo on _______________, 2015***)

ORDINANCE NO. O-____-15

AN ORDINANCE AMENDING THE REDEVELOPMENT DISTRICT PLAN FOR PROJECT AREA 2 WITHIN THE METROPOLITAN AVENUE REDEVELOPMENT DISTRICT IN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS PURSUANT TO K.S.A. 12-1770 ET SEQ.

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") adopted Ordinance No. O-51-11 on November 17, 2011 making certain findings and establishing the Metropolitan Avenue Redevelopment District (the "Redevelopment District") within Kansas City, Kansas, defining the boundaries of the Redevelopment District and containing two redevelopment project areas ("Redevelopment District Plan"); and

WHEREAS, the Unified Government adopted Ordinance No. O-48-13 on August 29, 2013 adopting a redevelopment project plan for Project Area 2 within the Redevelopment District; and

WHEREAS, the Unified Government desires to amend the Redevelopment District Plan in order to allow for the development of government buildings; and

WHEREAS, K.S.A. 12-1771(e) provides for substantial changes to redevelopment district plans upon notice of a public hearing, which the Unified Government held on December 17, 2015; and

WHEREAS, the Unified Government hereby finds and determines it to be necessary to amend the Redevelopment District Plan to allow for the development of government buildings, pursuant to the authority of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT:

Section 1. Redevelopment District Plan Modification. The Unified Government hereby amends the Redevelopment District Plan to allow for the development of government buildings, pursuant to the authority of the Act. The amended Redevelopment District Plan for Project Area 2 may be described in a general manner as to include residential, industrial, commercial, and mixed-use development including, but not limited to, some or all of the following uses: government, retail, office, hotel, residential, industrial, manufacturing, structured and surface parking, as well as all associated public and private infrastructure. The amended Redevelopment District Plan is attached hereto as **Exhibit A**.

Section 2. Description and Map. The legal description of the property affected by the amendment to the Redevelopment District Plan is set forth on **Exhibit B** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the property is attached as **Exhibit C** hereto, and incorporated by reference herein.

Section 3. 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 the Redevelopment District Plan.

Section 4. 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 Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official Unified Government newspaper.

PASSED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS THIS _____TH DAY OF ____________________, 2015, AND APPROVED AND SIGNED BY THE MAYOR/CEO.

____
Mayor/CEO

[SEAL]

ATTEST:

____
Unified Government Clerk

EXHIBIT A

Amended Redevelopment District Plan

The Redevelopment District Plan may be described in a general manner as follows:

Redevelopment Project Area 1: Residential, industrial, commercial, and mixed-use development including, but not limited to, some or all of the following uses: retail, office, hotel, residential, industrial, manufacturing, structured and surface parking, as well as all associated public and private infrastructure.

Redevelopment Project Area 2: Residential, industrial, commercial, and mixed-use development including, but not limited to, some or all of the following uses: government, retail, office, hotel, residential, industrial, manufacturing, structured and surface parking, as well as all associated public and private infrastructure.

EXHIBIT B

Legal Description of Redevelopment District

Lot 1, ARGENTINE INDUSTRIAL PARK, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

Lots 1, 2 and 3, and Tract A, HODG SUBDIVISION, a replat of Lot 2, Argentine Industrial Park, a subdivision of land in the City of Kansas City, County of Wyandotte, State of Kansas;

and

Any and all right-of-way adjacent thereto.

EXHIBIT C

General Map of Redevelopment District

Staff Request for Commission Action

Tracking No. 15311

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

Date of Standing Committee Action: (If none, please explain): This item is being advanced for consideration by the County Administrator.

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Marlon Goff, Management Analyst	x5545	mgoff@wycokck.org	Economic Development

Item Description:

The Hilton Garden Inn Hotel is owned by the KCK Hotel Group, LLC, an entity which includes the Unified Government as a majority share owner.

The property has been marketed by a real estate brokerage firm with extensive experience in the hospitality sector. The ownership has received several competitive offers for purchase of the hotel and upon selection is prepared to proceed with formal execution of an agreement.

The Reardon Center is fully owned by the Unified Government and is proposed to continue as a publicly owned facility and managed under a new 3rd party agreement.

Action Requested:

A resolution authorizing the county administrator to proceed with the following actions:

1. Execute a purchase/sale agreement with potential buyers of the Hilton Garden Inn Hotel at an amount sufficient to satisfy outstanding obligations.

2. Execute an exclusive 3rd-party agreement for management of the Jack Reardon Center.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution - Hilton/Reardon Center

(Published in ***The Wyandotte Echo on ________________, 2015***)

RESOLUTION NO. R-______-15

A RESOLUTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PURCHASE AGREEMENT FOR THE SALE OF THE HILTON GARDEN INN HOTEL AND A MANAGEMENT AGREEMENT FOR THE JACK REARDON CENTER.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), KCK Investors, LLC ("KCK Investors"), and Landmark Hotel Company II, LLC ("Landmark II") (each individually a "Member" and collectively, the "Members") formed the KCK Hotel Group, LLC (the "Company"), a limited liability company governed by the laws of the State of Kansas, on October 27, 1999 for the purpose and business of acquiring, owning, improving, developing, financing, refinancing, and operating a hotel located at Minnesota Avenue and 5th Street in Kansas City, Kansas ("Hotel") and the Jack Reardon Civic Center ("Civic Center") located adjacent to the Hotel at 500 Minnesota Avenue; and

WHEREAS, the Members, the Company, WYCO Hotel Partners, L.L.C. ("WYCO"), and MC Real Estate Services, Inc. entered into the Memorandum of Understanding dated August 8, 2000 to set forth various agreements, including, but not limited to, the organization of the Company; the development, funding, and construction of the Hotel; and the funding and construction of renovations to the Civic Center; and

WHEREAS, the Members entered into the Operating Agreement of KCK Hotel Group, LLC (the "Operating Agreement") on February 15, 2001 to set forth the rights and obligations of the Members and Company; and

WHEREAS, the Company entered into the Hotel Project Premises Management Agreement ("Management Agreement") with WYCO Hotel Partners, L.L.C. ("WYCO") on July 31, 2002 to set forth the parties' agreements relating to WYCO's management and maintenance of the Hotel and Civic Center;

WHEREAS, Section 1.5 of the Operating Agreement allows for the sale of real and personal property owned and held by the Company as authorized by the affirmative vote or consent of all Members; and

WHEREAS, Section 9.1 of the Management Agreement allows for termination of the Management Agreement upon an event of default, including voluntary abandonment of the Hotel and Civic Center management by WYCO, upon thirty (30) days' written notice by the non-defaulting party;

WHEREAS, WYCO is a Member of the Company; and

WHEREAS, the Company desires to sell the Hotel, terminate the Management Agreement, and enter into a new management agreement for the operation of the Civic Center.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT:

That the County Administrator is hereby authorized to negotiate the terms and conditions of the sale of the Hotel and a new management agreement for the Civic Center, and to execute in the name of the Unified Government, as Member of the Company, a purchase and sale agreement for the Hotel, the deed, the new management agreement for the Civic Center, and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to take any further action necessary to effectuate the sale of the Hotel and change in management of the Civic Center, including without limitation, actions necessary to exercise the Unified Government's rights to terminate the Management Agreement.

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

Attest: ______________________________ **Mark Holland, Mayor/CEO**

____
Unified Government Clerk

Approved as to form:

____
Unified Government Counsel

Staff Request for Commission Action

Tracking No. 15314

Full Commission Meeting Date: 12/17/15

Committee: Full Commission

Date of Standing Committee Action: SS 12/10/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/11/2015	Mike Taylor, Director	x5565	mtaylor@wycokck.org	Public Relations

Item Description:
Request approval of the 2016 Unified Government State Legislative Program.

Action Requested:
Approve 2016 State Legislative Program

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Legislative Program, PowerPoint

2016
State Legislative Program

Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street
Kansas City, Kansas 66101

About This Legislative Program

This Legislative Program is based on the principle that Federal, State and Local Governments are all partners in the effort to make Kansas and its communities great places for people to live, work and play.

The Kansas Legislature should resist efforts to dictate policies and impose laws on cities, counties and schools because locally elected city, county and school leaders are best equipped to address issues and problems in their own communities. Local control allows citizens, working with the local officials they've elected, to decide what laws work best for their children and families. The Kansas Legislature should defend local control and protect the Home Rule Rights and authority guaranteed in the Kansas Constitution to citizens and their local governments.

The Kansas Legislature should renew a partnership and cooperative spirit with city, county and school leaders to address the issue of increasing property taxes caused by the shifting of costs from state government to local governments and schools. The Kansas Legislature should not continue solving its budget shortfalls by taking revenues belonging to or legally obligated to city and county governments and should reject placing more of the burden for funding education on local taxpayers.

Lobbyist's Pledge

I pledge to be ethical, honest and sincere in my dealings with legislators, staff and citizens.

I will vigorously represent the interests of the Unified Government and its citizens, but my lobbying efforts will be guided by a standard of civility and professionalism.

I will always try to remember every viewpoint deserves a fair hearing and even in the heat of debate, will be reminded that we are all working for the same goal of making Kansas and our communities better places for the citizens we represent.

Mike Taylor
Public Relations Director
Unified Government of Wyandotte County/Kansas City

2016 Priority Issues

Property Tax System
The Unified Government supports repeal of the property tax lid approved in 2015 because it is unworkable, unnecessary, harms economic development and violates the spirit of small government, local control and the Home Rule Amendment of the Kansas Constitution.

The Kansas Legislature should renew a partnership and cooperative spirit with city, county and school leaders to address the issue of increasing property taxes caused by the shifting of costs from state government to local governments and schools. The Kansas Legislature should not continue solving its budget shortfalls by taking revenues belonging to or legally obligated to city and county governments and should reject placing more of the burden for funding education on local taxpayers.

Abandoned Housing
The Unified Government supports legislation which streamlines and expedites the process for local governments and neighborhood organizations to deal with the growing blight of abandoned, nuisance and foreclosed housing.

Urban Opportunity Zones
The Unified Government supports the creation of urban opportunity zones as a tool to rebuild and revitalize struggling urban neighborhoods.

City Elections
City elections should remain non-partisan and separate from state and national elections.

Law Enforcement Mutual Aid
The Unified Government supports mutual aid legislation allowing law enforcement agencies to work cooperatively with their counterparts in adjoining states during critical incidents. The State of Missouri has already passed this mutual aid legislation affecting nine counties in the Kansas City metro.

Medicaid Expansion
The Unified Government supports the expansion of Medicaid. The refusal of the state to expand Medicaid increases the burden on local governments to plan and fund health care for the poor. Wyandotte County has 5% of the Kansas population and 10% of the uninsured in the state. Refusal to expand Medicaid forces the Wyandotte County Public Health Department and other health care facilities in Wyandotte County to provide care without reimbursement.

Legislative Advocacy
The Unified Government supports current law allowing the use of state and local tax dollars to provide information and advocate on behalf of our community and its citizens.

Protecting Home Rule and Local Control
The Unified Government supports the ability of local elected officials to make decisions for their communities, particularly local tax and revenue decisions, as called for by the Home Rule Amendment of the Kansas Constitution approved by voters in 1960. The Unified Government urges the Kansas Legislature to respect the philosophy of local control and honor the Home Rule Amendment of the Kansas Constitution.

Tax and Finance

Protecting Local Government Revenues
The Kansas Legislature should not continue solving its budget shortfalls by taking revenues belonging to or legally obligated to city and county governments and should reject placing more of the burden for funding vital services on local taxpayers. Local government revenues which need to be protected include: local alcoholic liquor funds; special city-county highway funds; motor fuel taxes; municipal court revenues; civil asset forfeitures; community mental health funding; and community corrections funding.

KPERS
Changes to the KPERS system should not reduce benefits promised to public employees nor impact the ability of a city/county to hire and retain qualified public employees.

Tax/Spending Mandates
The Unified Government opposes any state-imposed limits on the taxing and spending authority of cities. Local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

Property Appraisal and Valuation
The Unified Government supports property appraisals based on fair market value and opposes caps on property valuations as inequitable and unconstitutional.

City-County Highway Funds
The Special City-County Highway Fund is essential to maintaining local roads and should be fully funded to support the critical infrastructure of our communities. Such funding includes fees from out-of-state commercial vehicles which are now being diverted to the State General Fund contrary to state law. The Legislature should also maintain and enhance funding for the connecting link program.

Alcoholic Liquor Taxes
The Unified Government supports current law with regard to the collection and distribution of alcoholic liquor taxes. Changes in the way that alcoholic liquors are classified or where they can be sold should be revenue neutral for cities.

Unclaimed Checks
The Unified Government supports legislation which reduces the administrative burden and costs of processing unclaimed checks.

Delinquent Property Taxes
The Unified Government supports increasing the statutory interest rate on delinquent property taxes to encourage timely payment by taxpayers.

Unfunded Mandates
The Kansas Legislature should oppose reducing the State budget by shifting work to local governments without adequate funding to pay for those increased duties. The Legislature should also not impose mandated functions, activities, or regulations on local governments without providing financial resources to meet the costs of carrying out those mandates.

Local Ad Valorem Tax Reduction Fund
The Unified Government urges the Legislature to restore its commitment to reducing city and county property taxes by following state law and honoring previously made commitments. This should include reinstating the Local Ad Valorem Tax Reduction (LAVTR) program and use of casino gaming revenues to reduce property taxes. This partnership is a far better way to influence property tax rates than artificial and arbitrary controls such as caps on assessed valuations or tax and spending lids on local governments.

Community and Economic Development

Casino Gaming

The Unified Government supports legislative measures which assist The Woodlands in reopening as a gaming facility so long as The Woodlands provides benefits to the local community which are on par with the benefits provided by the Hollywood Casino at Kansas Speedway.

The Hollywood Casino is a significant tourism and economic community partner with Wyandotte County. The Unified Government opposes any changes in State gaming laws which put the Hollywood Casino at a competitive disadvantage with Kansas City area casinos and gaming facilities.

Comprehensive Transportation Program

We support the continued funding of the Kansas T-Works comprehensive transportation program. We oppose any further use of these funds to balance the State's general fund budget. Any reduction in T-Works funding would jeopardize existing programs.

Public Education

Quality schools are the foundation for the future economic success of Kansas. A public education and Community College system which helps create a well-educated and trained workforce is crucial to successful communities. The Unified Government urges the Kansas Legislature to ensure that all students have the opportunity to receive a high quality education regardless of where they live and that Kansas schools are funded at a level which meets or exceeds the needs of our children.

Immigration

The Unified Government opposes State immigration enforcement measures because they place unreasonable and expensive burdens on local government. The Kansas Legislature is encouraged to consider the use of State-based visas for qualified immigrant workers.

Economic Development

The Unified Government encourages the Kansas Legislature to work with local governments in developing innovative new economic development tools to help highly distressed urban and rural areas attain economic success and build quality communities, including the creation of Urban Opportunity Zones.

Eminent Domain

The Unified Government supports the use of eminent domain for economic development projects which eliminate blight and allow revitalization and rebirth in urban areas.

Tourism

Wyandotte County offers destination attractions which draw millions of visitors a year to Kansas. The Unified Government urges the State of Kansas to enact a comprehensive tourism plan and increase funding of tourism promotion and marketing.

Public Transit

The Unified Government supports increased state funding of public transit. The Unified Government also supports regional partnerships to improve and expand public transit options for Kansas City area residents. The Kansas Legislature should help, not hinder, efforts to fund regional public transit in the metropolitan Kansas City area.

University of Kansas Medical Center and Hospital

The Unified Government recognizes the unique and vital role played by the University of Kansas Medical Center and University of Kansas Hospital and strongly supports efforts to create and promote the region as a nationally recognized center for life sciences, cancer research and treatment. The Unified Government supports actions and efforts which will increase the presence and impact of both institutions in Wyandotte County.

Public Safety

Weapons and Firearms
The Unified Government supports the ability of local governments to set policies regarding the carrying of weapons and firearms by their employees while they are engaged in the course of their employment. The Unified Government also supports the local regulation of weapons and firearms.

Emergency Medical Services
The Unified Government supports legislation permitting Kansas to take part in the Ground Emergency Medical Transport Supplemental Reimbursement Program. The GEMT program would allow public EMS operations to to receive additional reimbursement from the Federal Government for life-saving services being performed but not paid for.

Emergency 911 Services
Cities and Counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications. The Unified Government supports legislation providing flexibility for local governments to utilize these funds to provide emergency services.

Juvenile Justice
The Unified Government supports proposed changes in the way the system deals with juvenile offenders, however, the financial responsibility and burden for these changes cannot be passed down to local units of government. The State currently serves the State's youth and that should not change. Savings in out of home placement funds must be shifted to fund increased supervision needs and the creation and expansion of locally based community treatment and service options. Out of home placements, including Youth Residential Centers, will still be necessary for some high-severity and high-risk youth.

Community Corrections
The Unified Government supports full funding for community-corrections programs and grants, including programs for behavioral-health initiatives. Community corrections programs for adults reduce community risk and offender recidivism, which decreases taxpayer expense.

Municipal Courts
The Unified Government supports local control of municipal courts and the judicial authority of municipal court judges to determine the best procedures for operating the court.

State Prisoners in County Jails
As the State continues moving felons from the Kansas Department of Corrections to county jails, we support state funding to reimburse counties for the entire cost of housing convicted felons. Further, the State should keep accurate records of the number of felons in county jails and make such information available to the public.

Local Control and Police Powers
The Unified Government opposes all legislation which restricts the regulatory authority of cities to protect the health, safety and welfare of the public.

Local Government Operations

Home Rule and Local Control
The Home Rule Amendment of the Kansas Constitution is the foundation of local government, the bedrock of our belief in independence and the benchmark of the right to determine our own destiny. The Unified Government urges the Kansas Legislature to defend and protect the Home Rule Rights and authority guaranteed in the Kansas Constitution to citizens and their local governments.

Prevailing Wage
The Unified Government supports paying prevailing wage on public works projects and economic development projects where tax incentives are given. The Unified Government Board of Commissioners strongly urges the Kansas Legislature to repeal the law banning the use of prevailing wage on public works and economic development projects.

Alternative Revenue Sources
Locally elected officials and the citizens they represent should be allowed authority to structure and implement taxes and revenues which best suit the individual community without prohibitions and restrictions imposed by the Kansas Legislature. This includes local earnings/income taxes, development excise taxes, and other local taxes and fees now prohibited by state law.

Unfunded Mandates
The Unified Government believes the State Legislature should not impose mandated functions, activities, or regulations on local governments without providing financial resources to meet the costs of carrying out those mandates.

Publications and Notices
The undeniable right of the public to be informed about the actions of its government should not be compromised. At the same time, government officials have a responsibility to ensure the tax money required to keep citizens informed through legal notices and publications is spent in an effective and efficient way.

Public Land
Local government and the citizens they represent should be allowed to control and manage public lands and right-of-way as they see fit. This includes collecting franchise fees and other revenues from private companies and individuals which use public lands for personal benefit or profit.

Municipal Utilities
The Unified Government supports the ability of cities to operate municipal electric, water, sewer, storm water, solid waste, telecommunications and broadband services. We further support the ability of cities to set and control the rates of municipal utilities.

Open Meetings
The Unified Government believes openness in government is essential to building public confidence. But, there are times when privacy or other legitimate reasons require executive sessions. Requiring executive sessions to be tape recorded would impose unreasonable demands on elected and appointed officials and raise questions as to the custody of tapes. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

Open Records
Open records laws should balance the public's right to know with the necessity of protecting private individuals and the ability of public agencies to conduct the essential business of the public. All levels of government should be subject to the same open records requirements.

Public Health and Environment

Mental Health Treatment

To prevent the escalation of behavioral health crises and avoid unnecessary incarcerations and hospitalizations of people with behavioral health disorders, the Kansas Legislature should amend K.S.A. 59-2946 to give behavioral health providers in communities with 24-hour state designated crisis receiving centers the authority to keep individuals in crisis for up to 72 hours for emergency observation and treatment. The Kansas Legislature should also fund such treatment centers.

Community Mental Health Funding

The state's reduction in mental health dollars has strained the ability of community mental health centers to provide services to the uninsured and underinsured. Further cuts could result in services for the most vulnerable populations being reduced or eliminated. The Unified Government supports restoration of state funding to community mental health centers (CMHCs) to pay for state required mental health treatment of low income uninsured and underinsured persons who do not qualify for Medicaid or other state funded benefits.

Local Health Department Funding

County health departments have many mandated, but unfunded duties which compete for limited resources. Increased funding for public health, especially for the purchase of vaccines, would help ease the demand on public health dollars and allow better protection of citizens.

Serving Senior Populations and Area Agency on Aging Issues

The Unified Government supports legislation to provide improved support for aging populations in local communities, including full funding of Home and Community Based Services for the Frail Elderly waiver; funding Access to Core Services; and legislation to allow unused prescription drugs from nursing homes, hospice and other health care agencies to be distributed for use by medically indigent seniors.

Energy Efficiency

The Unified Government supports energy efficiency and the development of a statewide energy policy which enables local governments to act individually or in cooperation with others to address energy efficiency. Funding for the Efficiency Kansas program which assists homeowners in improving their homes should be restored.

Energy and Environmental Mandates

The Unified Government opposes federal and state mandates which regulate the operations of municipal electric, water, solid waste, storm water, telecommunications and broadband utility services. Any mandates imposed on cities should come with adequate funding to address the mandate.

Storm water Management

The Unified Government encourages the Kansas Department of Health and Environment and the Environmental Protection Agency to work with cities and provide technical support in the implementation of reasonable regulations related to storm water management. We endorse cooperative solutions to storm water quality and quantity challenges.

2016 PREVIEW OF KANSAS LEGISLATURE

Property Tax System
The Unified Government supports repeal of the property tax lid approved in 2015 because it is unworkable, unnecessary and violates the spirit of small government, local control and the Home Rule Amendment of the Kansas Constitution.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Property Tax System

The Kansas Legislature should renew a partnership and cooperative spirit with city, county and school leaders to address the issue of increasing property taxes caused by the shifting of costs from state government to local governments and schools.

The Kansas Legislature should not continue solving its budget shortfalls by taking revenues belonging to or legally obligated to city and county governments and should reject placing more of the burden for funding education on local taxpayers.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Elimination of the Mortgage Registration Fee
The Kansas Legislature, pressured by community bankers and realtors, eliminated a fee which has been in place since 1925, shifting a financial cost from banks and homebuyers who take out mortgages, to all property taxpayers.

Effect: The Unified Government is losing an estimated $2-million a year.

REVENUE LOSSES TO THE UNIFIED GOVERNMENT

Repeal of the Machinery and Equipment Tax
In 2006, the Kansas Legislature repealed the property tax on commercial and industrial machinery and equipment.

Effect: The Unified Government is losing $11.3-million a year in revenue because of this action. Since 2006, Wyandotte County has lost $137-million in assessed value from machinery and equipment. The decision to eliminate the machinery and equipment tax, while positive for business, continues to take a devastating toll on Unified Government revenues.

REVENUE LOSSES TO THE UNIFIED GOVERNMENT

Reduction of Delinquent Tax Interest

As part of a sweeping overhaul of the property tax appraisal system, the Kansas Legislature reduced by two percent the amount of penalty interest local governments can charge people who don't pay their taxes on time.

Effect: The Unified Government collects about $1.8-million a year in delinquent tax interest. The reduction in penalty interest could cost the Unified Government as much $300,000 a year and encourages the non-payment of property taxes in the future.

REVENUE LOSSES TO THE UNIFIED GOVERNMENT

Suspension of Local Ad Valorem Tax Reduction Fund
The Kansas Legislature cancelled this longtime partnership between the State of Kansas and local governments in 2003. The program had been in place since 1937 and provided a dollar for dollar reduction in property tax revenues.

Effect: Cancellation of this revenue sharing program continues to cost the Unified Government more than $3-million a year in what had been steady, reliable funding intended to reduce local property taxes. The cumulative impact of the Kansas Legislature not funding the LAVTR program has cost the Unified Government at least $40-million in revenue.

REVENUE LOSSES TO THE UNIFIED GOVERNMENT

Suspension of City-County Revenue Sharing
The City-County Revenue Sharing Program is another partnership which was ended by the Kansas Legislature in 2003.

Effect: The Unified Government received $1.6-million in 2000; $1.6-million in 2001; and $821,888 in 2002. The Unified Government has received zero revenue sharing dollars since 2003.
Statewide local governments have lost more than $2-billion because the Kansas Legislature is not funding demand transfers.

REVENUE LOSSES TO THE UNIFIED GOVERNMENT

Abandoned Housing

The Unified Government supports legislation which streamlines and expedites the process for local governments and neighborhood organizations to deal with the growing blight of abandoned, nuisance and foreclosed housing.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Urban Opportunity Zones

The Unified Government supports the creation of urban opportunity zones as a tool to rebuild and revitalize struggling urban neighborhoods.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

City Elections

City elections should remain non-partisan and separate from state and national elections.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Law Enforcement Mutual Aid

The Unified Government supports mutual aid legislation allowing law enforcement agencies to work cooperatively with their counterparts in adjoining states during critical incidents. The State of Missouri has already passed this mutual aid legislation affecting nine counties in the Kansas City metro.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Medicaid Expansion

- The Unified Government supports the expansion of Medicaid. The refusal of the state to expand Medicaid puts the burden on local governments to plan health care for the poor.
- This will put pressure on the Wyandotte County Public Health Department and other health care facilities in Wyandotte County to provide care without reimbursement.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Legislative Advocacy

The Unified Government supports current law allowing the use of state and local tax dollars to provide information and advocate on behalf of our community and its citizens.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

Protecting Home Rule and Local Control

The Unified Government supports the ability of local elected officials to make decisions for their communities, particularly local tax and revenue decisions, as called for by the Home Rule Amendment of the Kansas Constitution approved by voters in 1960.

The Unified Government urges the Kansas Legislature to respect the philosophy of local control and honor the Home Rule Amendment of the Kansas Constitution.

2016 UNIFIED GOVERNMENT PRIORITY ISSUES

KPERS

Changes to the KPERS system should not reduce benefits promised to public employees nor impact the ability of a city/county to hire and retain qualified public employees.

2016 UNIFIED GOVERNMENT NEW ISSUES

Juvenile Justice

The Unified Government supports proposed changes in the way the system deals with juvenile offenders, however, the financial responsibility and burden for these changes cannot be passed down to local units of government.

The State currently serves the State's youth and that should not change. Savings in out of home placement funds must be shifted to fund increased supervision needs and the creation and expansion of locally based community treatment and service options.

2016 UNIFIED GOVERNMENT NEW ISSUES

Casino Gaming

The Unified Government supports legislative measures which assist The Woodlands in reopening as a gaming facility so long as The Woodlands provides benefits to the local community which are on par with the benefits provided by the Hollywood Casino at Kansas Speedway.

The Hollywood Casino is a significant tourism and economic community partner with Wyandotte County. The Unified Government opposes any changes in State gaming laws which put the Hollywood Casino at a competitive disadvantage with Kansas City area casinos and gaming facilities.

2016 UNIFIED GOVERNMENT NEW ISSUES

2016 PREVIEW OF KANSAS LEGISLATURE

Q & A

Further Discussion

Staff Request for Commission Action

Tracking No. 15270

Full Commission Meeting Date: 12/17/15

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 12/7/15 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
12/09/2015	Chris Slaughter, Management Analyst	x8977	cslaughter@wycokck.org	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 (6)
Item (2) - Transfers to Land Bank (1)

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, Transfers to Land Bank

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	NOTES	STANDING COMMITTEE RECOMMENDATION
Dean Zagorts	361 City Park Dr	2113 Pacific Ave	Development	Area west of 18th St & South of Kansas Armory	**APPROVED**
Dean Zagorts	361 City Park Dr	2029 Homer Ave	Development	Area west of 18th St & South of Kansas Armory	**APPROVED**
Ronald Smith	2020 Quindaro Blvd	2024 Quindaro Blvd	Yard Extension		**APPROVED**
Mustaffa Muhammad	2103 N 30th St	2102 N 30th St	Property Maintenance	Would like to maintain the weeds & other nuisance that property attracts	**APPROVED**
Vance Reynolds	3122 N 23rd St	3120 N 23rd St	Future Development	Build in a couple of years, wants to clear property first	**APPROVED**
Tyler Curry	Roeland Park	1621 S Early Dr	Future Development	Build in 5 years, would build a single family home	**APPROVED**

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Unified Government Land Bank Application

Section 1: Personal Information.

1. Applicant's Name: DEAN ZAGORTZ
   Spouse (if applicable):
2. Name of Corporation (if applicable)
3. Street Address: 361 CITY PARK DR
4. City, State, Zip: K.C. KS 66102
5. Home Phone #: Work Phone #: 913-2080860
6. E Mail Address: deanzagortz@yahoo.com
7. List Properties you own in Wyandotte County:
8. Do you (or your spouse) have any Code Enforcement violations? Yes__ No__
9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes__ No__

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property 2113 PACIFIC AVENUE
   - X Vacant Land
   - o Structure
2. Proposed Use of Property:
   - o Yard Extension. Go to section 4.
   - o Parking. (Must comply with UG regulations) Go to section 4.
   - o Garage. Requires building permit. Go to section 4.
   - o Home Addition. Requires building permit. Go to section 3.
   - o New Home Construction. Requires building permit. Go to section 3.
   - o Commercial Construction. Requires building permit. Go to section 3.
   - o Rehabilitation of existing structure. . Requires building permit. Go to section 3.
   - X Other: FUTURE DEVELOPMENT /LAND ASSEMBLAGE

Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes X No__
(Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual / Corporation___ Nonprofit: ___
Other: ____________________

3. **Must attach a letter of credit or pre-approval letter from your bank.**

4. **Must attach drawings for your proposed project.**

5. Proposed use of property:
   - o Home Ownership.
   - o Rental Home.
   - o Business/Commercial Use.
   - o Apartments.
   - o Other, Specify:____________________

6. Will you seek Tax Increment Financing or other public tax exemptions? ______

7. Will you seek Neighborhood Revitalization Tax Rebates? ______

8. Starting Project Date: ____________ Completion Date: ____________

Comments: ____________________

Section 4: Additional Comments & Terms of Proposal.

Land assemblage for future development

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause.

Dean Zagortz DEAN M. ZAGORTZ 9/24/15

Applicant's Signature Print Your Name Date

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977

Unified Government Land Bank Application

Section 1: Personal Information.

1. Applicant's Name: DEAN ZAGORTZ
   Spouse (if applicable):
2. Name of Corporation (if applicable)
3. Street Address: 361 City Park Dr.
4. City, State, Zip: KC. KS. 66102
5. Home Phone #: Work Phone #: 913-208-0860
6. E Mail Address: deanzagortz@yahoo.com
7. List Properties you own in Wyandotte County:
8. Do you (or your spouse) have any Code Enforcement violations? Yes__ No X
9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes__ No X

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property 2029 Homer Ave.
   - X Vacant Land
   - o Structure
2. Proposed Use of Property:
   - o Yard Extension. Go to section 4.
   - o Parking. (Must comply with UG regulations) Go to section 4.
   - o Garage. Requires building permit. Go to section 4.
   - o Home Addition. Requires building permit. Go to section 3.
   - o New Home Construction. Requires building permit. Go to section 3.
   - o Commercial Construction. Requires building permit. Go to section 3.
   - o Rehabilitation of existing structure. . Requires building permit. Go to section 3.
   - X Other: Future Development /Land Assemblage

Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes X No__
(Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual ✓ Corporation___ Nonprofit: ___
Other:________________________________

3. **Must attach a letter of credit or pre-approval letter from your bank.**

4. **Must attach drawings for your proposed project.**

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify:________________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? ______

7. Will you seek Neighborhood Revitalization Tax Rebates? ______

8. Starting Project Date: ________________ Completion Date: ______________

Comments: ________________________________

Section 4: Additional Comments & Terms of Proposal.

Land assemblage for future developement

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause.

Dean Zagortz | DEAN M. ZAGORTZ | 9/24/15

Applicant's Signature | Print Your Name | Date

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977

Slaughter, Chris

From: Wufoo <no-reply@wufoo.com>
Sent: Thursday, October 29, 2015 2:15 AM
To: Land Bank; info@opportunityspace.org
Subject: Unified Government Land Bank Application [#6]

Name of applicant *	Ronald Smith
Name of spouse (if applicable)	Sarah Smith
Address *	2100georgia ave Kansas City, Ks 66104 United States
Email	Wycobassmaster@yahoo.com
Home phone *	(913) 602-2849
Property 1	2020 quindaro blvd Kansas City, Ks 66104 United States
Offer price *	150.00
Do you (or your spouse) have any Code Enforcement violations? *	No
Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? *	No
Address of property	2024 QUINDARO BLVD KansasCity, KS 66104 United States
Property type? *	Vacant land
Proposed use of property *	Yard Extension.

As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause. *	Yes
Name *	Ronald Smith
Date *	Wednesday, October 28, 2015

Unified Government Land Bank Application

Section 1: Personal Information.

1. Applicant's Name: Mustaffa Muhammad
   Spouse (if applicable): ____________
2. Name of Corporation (if applicable) ____________
3. Street Address: 2103 nt 30 th
4. City, State, Zip: Kansas City Kansas
5. Home Phone #: 310 405 9374 Work Phone #: 310 405 9374
6. E Mail Address: ____________
7. List Properties you own in Wyandotte County: not directly in front of 2103 nt 30th
8. Do you (or your spouse) have any Code Enforcement violations? ~~Yes~~✓ No✓
9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes__ No✓

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property directly in front of 2103 nt 30th
   - ✓ Vacant Land
   - o Structure
2. Proposed Use of Property:
   - ✓ Yard Extension. Go to section 4.
   - o Parking. (Must comply with UG regulations) Go to section 4.
   - o Garage. Requires building permit. Go to section 4.
   - o Home Addition. Requires building permit. Go to section 3.
   - o New Home Construction. Requires building permit. Go to section 3.
   - o Commercial Construction. Requires building permit. Go to section 3.
   - o Rehabilitation of existing structure. . Requires building permit. Go to section 3.
   - o Other: ____________

Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes ✓ No__
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual ✓ Corporation___ Nonprofit: ___
   Other:________________________________

3. **Must attach a letter of credit or pre-approval letter from your bank.**

4. **Must attach drawings for your proposed project.**

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify:________________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? N/A

7. Will you seek Neighborhood Revitalization Tax Rebates? N/A

8. Starting Project Date: ______________ Completion Date: ______________

Comments: Would like to maintain the weeds and other nuisance that this property attracts.

Section 4: Additional Comments & Terms of Proposal.

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Applicant's Signature	Print Your Name	Date
[signature]	Mustaffa Muhammad	Jan. 5, 2015

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977

Unified Government Land Bank Application

Section 1: Personal Information.

1. Applicant's Name: Vance K Reynolds
   Spouse (if applicable): N/A
2. Name of Corporation (if applicable)
3. Street Address: 5016 N. 86th Ave
4. City, State, Zip: Glendale Az 85305
5. Home Phone #: 6027144622 Work Phone #:
6. E Mail Address: VANCEK3959 @ COX.NET
7. List Properties you own in Wyandotte County: 3126 N 23rd St, 3122 N. 23rd ST
8. Do you (or your spouse) have any Code Enforcement violations? Yes__ No X
9. Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? Yes__ No X

Section 2: Proposed Land Bank Purchase.

1. Address(s) of Property 3120 N. 23rd St. (KCK)
   - X Vacant Land
   - o Structure
2. Proposed Use of Property:
   - o Yard Extension. Go to section 4.
   - o Parking. (Must comply with UG regulations) Go to section 4.
   - o Garage. Requires building permit. Go to section 4.
   - o Home Addition. Requires building permit. Go to section 3.
   - o New Home Construction. Requires building permit. Go to section 3.
   - o Commercial Construction. Requires building permit. Go to section 3.
   - o Rehabilitation of existing structure. . Requires building permit. Go to section 3.
   - X Other: FUTURE USE HOME CONSTRUCTION

Section 3: Construction Project Information.

1. Does the project comply with current zoning? Yes__ No__
   (Call Planning & Zoning at 913-573-5750)

2. Type of Ownership: Individual___ Corporation___ Nonprofit: ___
   Other:________________________________

3. **Must attach a letter of credit or pre-approval letter from your bank.**

4. **Must attach drawings for your proposed project.**

5. Proposed use of property:
   - Home Ownership.
   - Rental Home.
   - Business/Commercial Use.
   - Apartments.
   - Other, Specify:______________________________

6. Will you seek Tax Increment Financing or other public tax exemptions? ______

7. Will you seek Neighborhood Revitalization Tax Rebates? ______

8. Starting Project Date: ______________ Completion Date: ____________

Comments: ____

Section 4: Additional Comments & Terms of Proposal.

Willing to pay assessed value and future taxes

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause.

[signature] Vance K. Reynolds 10/15/15
Applicant's Signature Print Your Name Date

Return Completed Application to: Attn: Land Bank Manager, Chris Slaughter
701 N. 7th St, Suite 421, KC, KS 66101
Fax 913-573-5745 Phone 913-573-8977

Slaughter, Chris

From: Wufoo <no-reply@wufoo.com>
Sent: Saturday, November 07, 2015 11:08 AM
To: Land Bank; info@opportunityspace.org
Subject: Unified Government Land Bank Application [#7]

Name of applicant *	Tyler Curry
Address *	5400 W 58th Street Roeland Park, KS 66205 United States
Email	currytyler@yahoo.com
Home phone *	(316) 371-2249
Offer price *	1350
Do you (or your spouse) have any Code Enforcement violations? *	No
Are you (or your spouse) delinquent on any licenses or taxes in Wyandotte County? *	No
Address of property	1621 S EARLY DR KansasCity, KS 66103 United States
Property type? *	Vacant land
Proposed use of property *	Other
How is the property currently zoned? *	Residential: R - 1 (B)
Does the project comply with current zoning? *	Yes
Type of ownership? *	Individual

Please attach a letter of credit or pre-approval letter from your bank *	1621_s_early_dr_method_of_payment.pdf 43.90 KB · PDF
Please attach drawings for your proposed project *	1621_s_early_dr_purpose_of_acquisition.pdf 44.06 KB · PDF
Proposed use of property	Maintain property until future date
Will you seek Tax Increment Financing or other public tax exemptions?	No
Will you seek Neighborhood Revitalization Tax Rebates?	No
Comments	Would like to purchase property to maintain and care for until a future date. The property is has heavy vegetation and at some point in the future clearing and grubbing, survey, design and construction would like to be performed. There is no scheduled date for construction at this time and until then the property will be maintained and cared for on a regular basis.
As the applicant I attest that the information in this proposal is accurate. I attest that I have read the Unified Government's Land Bank policy and agree to the terms and conditions of it. I understand that the Unified Government reserves the rights to reject any proposal without cause. *	Yes
Name *	Tyler Curry
Date *	Saturday, November 7, 2015

TRANSFERS TO LAND BANK

Owner	Property Address	Comments	Standing Committee Recommendation
Board of County Commissioners	2113 Pacific Ave	Part of land assemblage for Dean Zagorts	APPROVED

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